



SHASTA COUNTY

BOARD OF SUPERVISORS

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

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

AGENDA

REGULAR MEETING OF THE BOARD OF SUPERVISORS

Tuesday, March 27, 2018, 9:00 AM

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

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

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

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

CALL TO ORDER

Invocation: Pastor Eric Madsen, Cottonwood Bible Baptist Church

Pledge of Allegiance: Supervisor Morgan

REGULAR CALENDAR

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

BOARD MATTERS

R 1 Board Matters

Adopt a proclamation which designates April 2018 as "Child Abuse Prevention Month" in Shasta County.

No General Fund Impact

Simple Majority Vote

R 2 Board Matters

Adopt a proclamation that designates April 2018 as "Sexual Assault Awareness Month" in Shasta County.

No General Fund Impact

Simple Majority Vote

R 3 Board Matters

Adopt a proclamation that designates April 8-14, 2018 as "Crime Victims' Rights Week" in Shasta County.

No General Fund Impact

Simple Majority Vote

R 4 Board Matters

Adopt a proclamation which designates March 30, 2018 as "Welcome Home Vietnam Veterans Day" in Shasta County.

No Additional General Fund Impact

Simple Majority Vote

PRESENTATIONS

R 5 Presentation

Receive a presentation from Senator Ted Gaines regarding issues pertinent to Shasta County.

No General Fund Impact

No Vote

PUBLIC COMMENT PERIOD - OPEN TIME

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

CONSENT CALENDAR

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

GENERAL GOVERNMENT

C 1 Auditor-Controller

Approve and authorize the Chairman to sign the County claims list in the amount of \$2,200, as submitted.

General Fund Impact

Simple Majority Vote

C 2 Clerk of the Board

Approve the minutes of the meeting held on March 20, 2018, as submitted.

No General Fund Impact

Simple Majority Vote

C 3 Clerk of the Board

Appoint Shawna Staup to the Shasta Community Services District Board of Directors to fill a vacancy to expire December 2020.

No General Fund Impact

Simple Majority Vote

C 4 Clerk of the Board

Approve and authorize the Chairman to sign amendments, effective date of signing, to four agreements with Underwood & Wetzel Law Offices P.C. to provide hearing officer legal services, extend the end date through June 30, 2019, add new standard agreement provisions, and retain the hourly rate of \$145 per hour for the: (1) Employee Appeals Board, amendment also adds a maximum compensation not to exceed \$10,000; (2) Board of Building Appeals; (3) Assessment Appeals Board; and (4) legal services to the Board of Supervisors for Revenue and Taxation Code Section 3731 proceedings.

No Additional General Fund Impact

Simple Majority Vote

C 5 County Clerk/Registrar of Voters

Adopt a resolution authorizing election consolidation of a local election, as provided by California Election Code sections 1400 *et seq.*, for local jurisdictions that have measures placed before the voters on June 5, 2018.

No Additional General Fund Impact

Simple Majority Vote

HEALTH AND HUMAN SERVICES

C 6 Health and Human Services Agency-Adult Services

Reappoint Evan LeVang to the In-Home Supportive Services Advisory Committee for a three-year term to expire March 31, 2021.

No Additional General Fund Impact

Simple Majority Vote

PUBLIC WORKS

C 7 Public Works

Adopt Resolution No. 444 of Ordinance No. 413-1 for placement of “STOP” signs on Curve Street (9S020) at Third Street (9S011).

No General Fund Impact

Simple Majority Vote

C 8 Public Works

Take the following actions regarding the “Front Street (1H02A) Rehabilitation Project,” Contract No. 704009: (1) Find the project categorically exempt in conformance with the California Environmental Quality Act (CEQA) Guidelines Section 15301, Class 1-Existing Facilities; (2) approve plans and specifications and direct the Public Works Director to advertise for bids; and (3) authorize opening of bids on or after April 19, 2018, at 11 a.m.

No General Fund Impact

Simple Majority Vote

C 9 Public Works

Health and Human Services Agency-Business and Support Services

Award to the lowest responsive and responsible bidder, World Telecom & Surveillance Inc., on a lump sum basis, the contract for the “HHS Access Control System Project,” Contract No. 610487, in the amount of \$116,864.95.

No Additional General Fund Impact

Simple Majority Vote

C 10 Public Works

Take the following actions regarding the “Old 44 Drive (3H05) at Oak Run Creek (6C-389) Bridge Replacement Project,” Contract No. 705927: (1) Approve the plans and specifications and direct the Public Works Director to advertise for bids, contingent upon Caltrans authorizing release of construction programming; and (2) authorize the opening of bids on or after May 3, 2018, at 11 a.m.

No General Fund Impact

Simple Majority Vote

C 11 Public Works

Sheriff

Take the following actions: (1) Approve and authorize the purchase of six Dodge Charger Pursuits under Request for Bid (RFB) No. 18-17; and (2) award to the low bidder, Crown Motors of Redding, California, under RFB No. 18-17, the purchase of six Dodge Charger Pursuits for a total price of \$176,185.14 (including all taxes and fees).

No Additional General Fund Impact

Simple Majority Vote

RESOURCE MANAGEMENT

C 12 Resource Management

Adopt a resolution which: (1) Authorizes the Department of Resource Management to submit a regional application as Regional Lead Participant on behalf of Shasta County and the Cities of Anderson and Shasta Lake (as participating jurisdictions) for CalRecycle's Beverage Container Recycling City/County Payment Program ("CalRecycle Program"); (2) appoints the Director of Resource Management, or his/her designee, as Signature Authority to execute CalRecycle Program related documents necessary to implement and secure payment and to revise the list of participating jurisdictions as necessary and with the agreement of the participating jurisdiction; and (3) provides the resolution will be effective for five years from date of adoption.

No General Fund Impact

Simple Majority Vote

OTHER AGENCIES

C 13 County Service Area No. 1-County Fire

Approve and authorize the Chairman to sign an agreement with Shasta-Tehama-Trinity Joint Community College District in the amount beginning at \$1,000 per year for joint use of the Shasta-Tehama-Trinity Joint Community College District Public Safety Center training facilities for a period of five years from date of last signing, with six optional five-year renewals.

No Additional General Fund Impact

Simple Majority Vote

REGULAR CALENDAR, CONTINUED

GENERAL GOVERNMENT

R 6 Administrative Office

(1) Receive a legislative update and consider action on specific legislation related to Shasta County's legislative platform; and (2) receive Supervisors' reports on countywide issues.

No General Fund Impact

No Vote

R 7 Administrative Office

Take the following actions: (1) Receive a report from the County Executive Officer in response to Board direction during a previous public workshop in which jail capacity, mental health, rehabilitation, impact of legislation, and other topics relating to public safety in Shasta County were discussed; and (2) consider providing further direction to staff.

No General Fund Impact

Simple Majority Vote

R 8 Administrative Office

Adopt a resolution which: (1) Establishes property tax exchange terms related to

Annexation No. AN-1-04 and Campo Calle Area –Westridge Plan, as identified by the City of Redding, for the annexation of unincorporated territory to the City of Redding and detachment of that area from County Service Area # 1 – Fire Protection (CSA #1) and County Service Area # 15 – Street Lighting (CSA # 15); and (2) authorizes the County Executive Officer to sign any documents pertaining to implementation of the resolution and act as the Board of Supervisors representative in the related tax exchange matter.

General Fund Impact

Simple Majority Vote

SCHEDULED HEARINGS

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

GENERAL GOVERNMENT

R 9 Auditor-Controller

Take the following actions: (1) Conduct a public hearing to consider the removal of the Wastewater Reclamation Facilities Assessment District from the Alternative Method of Property Tax Apportionment (also known as the Teeter Plan); (2) close the public hearing; and (3) adopt a resolution authorizing the removal of the Wastewater Reclamation Facilities Assessment District from Shasta County's Teeter Plan effective with the 2018/19 fiscal year.

No General Fund Impact

Simple Majority Vote

CLOSED SESSION ANNOUNCEMENT

R 10 The Board of Supervisors will recess to a Closed Session to discuss the following item (Est. 15 minutes):

CONFERENCE WITH LEGAL COUNSEL-EXISTING LITIGATION

(Government Code section 54956.9(d)(1))

Name of case: Timothy Lenski vs. County of Shasta

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:

4/3/2018		Board of Supervisors Meeting Canceled	
4/5/2018	2:00 p.m.	Airport Land Use Commission Meeting	Board Chambers
4/10/2018	8:30 a.m.	Air Pollution Control Board Meeting	Board Chambers
4/10/2018	9:00 a.m.	Board of Supervisors Meeting	Board Chambers
4/12/2018	2:00 p.m.	Planning Commission	Board Chambers
4/17/2018	9:00 a.m.	Board of Supervisors Meeting	Board Chambers
4/24/2018	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: March 27, 2018

CATEGORY: BOARD MATTERS-1.

SUBJECT:

N/A

DEPARTMENT: Board Matters

Supervisory District No. : All

DEPARTMENT CONTACT: Kristin Gulling-Smith, Admin Board Clerk, 530-225-5550

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

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

RECOMMENDATION

Adopt a proclamation which designates April 2018 as "Child Abuse Prevention Month" in Shasta County.

SUMMARY

N/A

DISCUSSION

N/A

ALTERNATIVES

N/A

OTHER AGENCY INVOLVEMENT

Shasta County Child Abuse Prevention Coordinating Council has requested the proclamation.

FINANCING

N/A

ATTACHMENTS:

Description

Upload Date

Description

2018 Child Abuse

Shasta County Board of Supervisors Proclamation

Child Abuse Prevention Awareness Month April 2018

WHEREAS, as a society, we have a responsibility to nurture and protect our children and help ensure they become healthy and productive adults; and

WHEREAS, the Centers for Disease Control and Prevention ranks child abuse among America's top public health crises; and

WHEREAS, Adverse Childhood Experiences (ACEs) have a significant impact on a child's future that include physical, emotional, and sexual child abuse, neglect, and parental illness or stress; and

WHEREAS, scientific studies confirm a direct link between child abuse and a significantly greater risk later in life for substance abuse, criminal behavior, suicide, eating disorders, smoking, and premature death from chronic disease, cancer, and other serious illnesses; and

WHEREAS, everyone in the community should become more aware of child abuse and neglect prevention and consider helping parents raise their children in a safe, nurturing environment; and

WHEREAS, Shasta County Child Abuse Prevention Coordinating Council strengthens families in our community through building protective factors to ensure children are valued and supported by providing parents opportunities to receive social connections, knowledge of parenting and child development, and concrete support in times of need, to ensure all children will grow to their full potential; and

WHEREAS, in Shasta County there are numerous committed agencies, schools, parents, relatives, community volunteers, public policymakers and professionals who are collaborating their efforts to eliminate child abuse and neglect in the county to give our children hope, security, and safety;

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of the County of Shasta joins in declaring April 2018 as "Child Abuse Prevention Awareness Month" in Shasta County and calls upon Shasta County officials, employees and citizens to join the important efforts of all partners serving children and families to work together to prevent child abuse and neglect and build healthy, safe, nurturing families and communities. Children succeed when their parents succeed and families thrive when they live in supportive communities.

Les Baugh, Chairman

March 27, 2018

Date

REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS

BOARD MEETING DATE: March 27, 2018

CATEGORY: BOARD MATTERS-2.

SUBJECT:

Sexual Assault Awareness Month Proclamation

DEPARTMENT: Board Matters

Supervisory District No. : ALL

DEPARTMENT CONTACT: Stephanie Bridgett, District Attorney (530) 245-6310

STAFF REPORT APPROVED BY: Stephanie Bridgett, District Attorney

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

RECOMMENDATION

Adopt a proclamation that designates April 2018 as "Sexual Assault Awareness Month" in Shasta County.

SUMMARY

Adopt a proclamation which will be presented to One Safe Place designating April 2018 as “Sexual Assault Awareness Month” in Shasta County. This proclamation is one of the activities sponsored by One Safe Place designated to highlight the needs and rights of victims of sexual assault.

DISCUSSION

Every April, Sexual Assault Awareness Month brings an opportunity to focus awareness on sexual violence and its prevention. The Board of Supervisors proclamation will show their support in recognizing sexual violence as a major public health issue and support the need for prevention and awareness efforts in Shasta County.

ALTERNATIVES

The alternative is not approving the proclamation in which case One Safe Place and the Shasta County District Attorney’s Office would not include the proclamation in the activities of Sexual Assault Awareness Month.

OTHER AGENCY INVOLVEMENT

The County Administrative Office has reviewed the proclamation.

FINANCING

There is no fiscal impact associated with the adoption of this proclamation.

ATTACHMENTS:

Description	Upload Date	Description
SAAM Proclamation 2018	3/20/2018	SAAM Proclamation 2018

Shasta County Board of Supervisors Proclamation

Sexual Assault Awareness Month April 2018

BOARD OF SUPERVISORS REGULAR MEETING - March 27, 2018

WHEREAS, sexual assault is an intolerable violent crime with public health implications for every person in Shasta County as a victim or as a family member, significant other, neighbor, or co-worker of a victim/survivor; and

WHEREAS, rape, child sexual abuse, sexual assault, and sexual harassment harm our community; one in six women and 1 in 33 men will be a victim of sexual assault at some point in their lives; and

WHEREAS, child sexual abuse prevention must be a priority to confront the reality that one in six boys and one in four girls will experience sexual assault before the age of 18; and

WHEREAS, young people experience heightened rates of sexual violence, and youth ages 12 through 17 are 2.5 times as likely to be victims of rape or sexual assault; and

WHEREAS, nationally, one in four college women will be sexually assaulted during her academic career and 21 percent to 53 percent of college students have experienced at least one incident of dating violence; and

WHEREAS, rape is one of the most underreported crimes, with victims of sexual violence facing both immediate and long-term psychological consequences such as fear, anxiety, depression, and post-traumatic stress disorder; and

WHEREAS, we must work together with the staff and volunteers of sexual assault programs in Shasta County to educate our community about sexual violence prevention, supporting survivors, and speaking out against harmful attitudes and actions; and

WHEREAS, when we as a community “Start By Believing” victims of sexual assault, victims are more likely to report their victimization to law enforcement and seek supportive services; and

WHEREAS, the first step is increasing education, awareness, and community involvement; and

WHEREAS, citizens are encouraged to say “NO MORE” to sexual violence and take action to create one safe place for all;

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of the County of Shasta hereby proclaims April 2018 as **Sexual Assault Awareness Month** in Shasta County and joins advocates in our County in taking action to prevent sexual violence.

Les Baugh, Chairman

March 27, 2018

Date

REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS

BOARD MEETING DATE: March 27, 2018

CATEGORY: BOARD MATTERS-3.

SUBJECT:

Crime Victims' Rights Week Proclamation

DEPARTMENT: Board Matters

Supervisory District No. : ALL

DEPARTMENT CONTACT: Stephanie Bridgett, District Attorney (530) 245-6310

STAFF REPORT APPROVED BY: Stephanie Bridgett, District Attorney

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

RECOMMENDATION

Adopt a proclamation that designates April 8-14, 2018 as “Crime Victims’ Rights Week” in Shasta County.

SUMMARY

Adopt a proclamation which will be presented to the District Attorney designating April 8-14, 2018 as “Crime Victims’ Rights Week” in Shasta County. This proclamation is one of the activities sponsored by the Crime Victims Assistance Center in the District Attorney’s office intended to highlight the needs and rights of victims.

DISCUSSION

One week in April each year is designated as “Crime Victims’ Rights Week”, which is a time to honor crime victims and our nation’s progress in advancing and supporting their rights. The Board of Supervisor’s proclamation will show their support and recognition that victims endure physical and emotional trauma that can only be overcome by fair and compassionate responses to victims of crime.

ALTERNATIVES

The alternative is not approving the proclamation in which case the proclamation would not be included in the activities of “Crime Victims’ Rights Week” in Shasta County.

OTHER AGENCY INVOLVEMENT

The County Administrative Office has reviewed the proclamation.

FINANCING

There is no fiscal impact associated with the adoption of this proclamation.

ATTACHMENTS:

Description	Upload Date	Description
CVRW Proclamation 2018	3/20/2018	CVRW Proclamation 2018

Shasta County Board of Supervisors Proclamation

Crime Victims' Rights Week
April 8-14, 2018

WHEREAS, Americans are the victims of 20 million crimes each year, affecting individuals and communities;

WHEREAS, years of investment in crime victims' rights and services have developed a system of victim response that can help victims recover from crime;

WHEREAS, reaching and serving all victims of crime is essential to supporting thriving communities, because those who receive holistic services and support are more likely to remain invested in their communities;

WHEREAS, dedicated victim service providers are working every day to meet the needs of crime victims, yet there are still too many victims without meaningful access to rights and services;

WHEREAS, many victims face barriers—such as isolation, distrust of authorities, language limitations, lack of transportation, or cultural barriers—that keep them from accessing the services and criminal justice systems that can help them recover from crime;

WHEREAS, we must make a dedicated effort to expand the circle of those prepared to respond to victims and link them to the resources that can help them recover;

WHEREAS, engaging a broader array of healthcare providers, community leaders, faith organizations, educators, and businesses can provide new links between victims and services that improve their safety, healing, and access to justice;

WHEREAS, Crime Victims' Rights Week provides an opportunity to recommit to ensuring that all victims of crime—especially those who are challenging to reach or serve—are afforded their rights and receive a trauma-informed response; and

WHEREAS, the Shasta County Crime Victims Assistance Center is hereby dedicated to strengthening victims and survivors in the aftermath of crime, building resilience in our communities, and working for justice for all victims and survivors.

NOW, THEREFORE, BE IT RESOLVED that the Shasta County Board of Supervisors hereby proclaims the week of April 8-14, 2018 as **Crime Victims' Rights Week** in Shasta County.

Les Baugh, Chairman

March 27, 2018

Date

REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS

BOARD MEETING DATE: March 27, 2018

CATEGORY: BOARD MATTERS-4.

SUBJECT:

Welcome Home Viet Nam Veteran's Day Proclamation

DEPARTMENT: Board Matters

Supervisory District No. : All

DEPARTMENT CONTACT: Celestina Traver, Veterans Service Officer, 530-225-5616

STAFF REPORT APPROVED BY: Celestina Traver, Veterans Service Officer

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

RECOMMENDATION

Adopt a proclamation which designates March 30, 2018 as “Welcome Home Vietnam Veterans Day” in Shasta County.

SUMMARY

N/A

DISCUSSION

The United States became involved in Vietnam because policymakers in the United States believed that if South Vietnam fell to a communist government, communism would spread throughout the rest of Southeast Asia. Members of the United States Armed Forces began serving in an advisory role to the South Vietnamese in 1961. As a result of the Gulf of Tonkin incidents on August 2 and August 4, 1964, the United States Congress overwhelmingly passed the Gulf of Tonkin Resolution on August 7, 1964 (Public Law 99-408), which effectively handed over the war-making powers to President Johnson until such time as "peace and security" had returned to Vietnam. In 1965, there were 80,000 United States troops in Vietnam, and by 1969 a peak of approximately 543,000 troops was reached.

On January 27, 1973, the Treaty of Paris was signed, which required the release of all United States prisoners of war held in North Vietnam and the withdrawal of all United States Armed Forces from South Vietnam. On March 30, 1973, the United States Armed Forces completed the withdrawal of combat troops from Vietnam. More than 58,000 soldiers, sailors, airman, marines, and coast-guardsmen lost their lives in the Vietnam War and more than 300,000 were wounded. Of those many casualties, 46 were Shasta County residents.

Our Nation's involvement in the Vietnam War was an extremely divisive issue among the people of the United States. AB 717 established March 30 as "Welcome Home Vietnam Veterans Day." It encourages public schools and educational institutions to observe that day and to conduct exercises recognizing the contributions of all those involved in the Vietnam War and remembering the sacrifices they made for their country. Therefore, the establishment of a Welcome Home Vietnam Veteran's Day would be an appropriate way to honor the brave men and women of Shasta County who served in the United States

Armed Forces during the Vietnam War.

ALTERNATIVES

The Board could choose not to adopt the proclamation or may defer the proclamation to a later date.

OTHER AGENCY INVOLVEMENT

The recommendation has been reviewed by the County Administrative Office.

FINANCING

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

ATTACHMENTS:

Description	Upload Date	Description
Proclamation	3/7/2018	Proclamation

Shasta County Board of Supervisors Proclamation

Welcome Home Vietnam Veterans Day March 30, 2018

WHEREAS, members of the United States Armed Forces began serving in an advisory role in South Vietnam in 1961; and

WHEREAS, as a result of the Gulf of Tonkin incidents on August 2, and August 4, 1964, the United States Congress overwhelmingly passed the Gulf of Tonkin Resolution; and

WHEREAS, in 1965, there were 80,000 United States troops in Vietnam, and by 1969 a peak of approximately 543,000 troops was reached; and

WHEREAS, more than 58,000 members of the United States Armed Forces lost their lives in Vietnam, of which 46 were Shasta County residents; and

WHEREAS, by Presidential Proclamation, our nation is observing the 50-year commemoration of the Vietnam War from Memorial Day 2012 until Veteran's Day 2025.

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of the County of Shasta hereby proclaims March 30, 2018 as **Welcome Home Vietnam Veterans Day** in Shasta County, urging all citizens to honor the sacrifices made by our Vietnam Veterans and pay special homage to the men and women who gave their lives defending freedom and preserving our way of life.

NOW, THEREFORE, BE IT FURTHER RESOLVED that this year's proclamation is presented to the Vietnam Veterans of America, Chapter 357.

Les Baugh , Chairman

March 27, 2018

Date

REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS

BOARD MEETING DATE: March 27, 2018

CATEGORY: Consent - General Government-1.

SUBJECT:

Claims List

DEPARTMENT: Auditor-Controller

Supervisory District No. : ALL

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

STAFF REPORT APPROVED BY: Brian Muir, Auditor-Controller

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

RECOMMENDATION

Approve and authorize the Chairman to sign the County claims list in the amount of \$2,200, as submitted.

SUMMARY

DISCUSSION

ALTERNATIVES

OTHER AGENCY INVOLVEMENT

FINANCING

ATTACHMENTS:

Description	Upload Date	Description
Board List Attachment	3/19/2018	Board List Attachment

ORIGINAL

COUNTY OF SHASTA
OFFICE OF AUDITOR-CONTROLLER
REPORT OF CLAIMS REQUIRING BOARD ACTION IN ORDER TO
AUTHORIZE PAYMENT BY AUDITOR-CONTROLLER
3/27/2018

FUND/DEPT/ACCT	DEPARTMENT	PAYEE	DESCRIPTION	Amount	REASON	DEPARTMENT'S EXPLANATION
26302/034310	PROBATION	NICE SHOT INVESTMENTS INC	RANGE FEE	\$ 200.00	Per Admin Policy 2-201 and Gov Code sections 910 and 911.2 invoices older than one year require Board approval.	SEE ATTACHED MEMO FROM DEPARTMENT
26302/034310	PROBATION	NICE SHOT INVESTMENTS INC	RANGE FEE	\$ 200.00	Per Admin Policy 2-201 and Gov Code sections 910 and 911.2 invoices older than one year require Board approval.	SEE ATTACHED MEMO FROM DEPARTMENT
26302/034310	PROBATION	NICE SHOT INVESTMENTS INC	RANGE FEE	\$ 200.00	Per Admin Policy 2-201 and Gov Code sections 910 and 911.2 invoices older than one year require Board approval.	SEE ATTACHED MEMO FROM DEPARTMENT
26302/034310	PROBATION	NICE SHOT INVESTMENTS INC	RANGE FEE	\$ 200.00	Per Admin Policy 2-201 and Gov Code sections 910 and 911.2 invoices older than one year require Board approval.	SEE ATTACHED MEMO FROM DEPARTMENT
26302/034310	PROBATION	NICE SHOT	RANGE FEE	\$ 200.00	Per Admin Policy 2-201 and Gov Code	SEE ATTACHED MEMO FROM
26302/034310	PROBATION	NICE SHOT	RANGE FEE	\$ 200.00	Per Admin Policy 2-201 and Gov Code	SEE ATTACHED MEMO FROM
26302/034310	PROBATION	NICE SHOT	RANGE FEE	\$ 200.00	Per Admin Policy 2-201 and Gov Code	SEE ATTACHED MEMO FROM
26302/034310	PROBATION	NICE SHOT	RANGE FEE	\$ 200.00	Per Admin Policy 2-201 and Gov Code	SEE ATTACHED MEMO FROM
26302/034310	PROBATION	NICE SHOT	RANGE FEE	\$ 200.00	Per Admin Policy 2-201 and Gov Code	SEE ATTACHED MEMO FROM
26302/034310	PROBATION	NICE SHOT	RANGE FEE	\$ 200.00	Per Admin Policy 2-201 and Gov Code	SEE ATTACHED MEMO FROM
26302/034310	PROBATION	NICE SHOT	RANGE FEE	\$ 200.00	Per Admin Policy 2-201 and Gov Code	SEE ATTACHED MEMO FROM
TOTAL				\$ 2,200.00		

Auditor's Certification:

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

 3/19/18

Approval of Claims:

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



INTEROFFICE MEMORANDUM
SHASTA COUNTY PROBATION DEPARTMENT

Tracie Neal
Chief Probation Officer

To: Board of Supervisors
From: Erin Ceccarelli, Chief Fiscal Officer
Date: March 1, 2018
Subject: Nice Shot Investments, Inc. Board Claims

A handwritten signature in cursive script, reading "Erin Ceccarelli", is written over the "From:" line of the memorandum.

The County entered into a contract with Nice Shot Investments, Inc. for the purpose of providing to the Probation Department access to an indoor shooting range at which to engage in weapons practice and other related activities. The vendor recently submitted invoices for the 2015 calendar year totaling \$2,200. The department has verified that this is the first submission of these invoices and no payment has been made for the associated services. Per the County Administrative Policy, the invoices have to be approved by the Board of Supervisors because they are more than one year old.

SAFER COMMUNITIES
BETTER LIVES

Special Order # 1228

Nice Shot

RECEIVED**FEB 23 2018**

Invoice Date: 01/017/2018

From: Nice Shot Inv. Inc.
4765 Caterpillar Rd
Redding, Ca. 96003
530-241-6486

Shasta Co. Prob. Admin.

To: Shasta County Probation
2684 Radio Lane
Redding, CA 96001

Bill To: 530-245-6240

Order Date 2/1/2015

Page 1

Mail #:	Shasta Probation					
AR Acct #:	SCP	Clerk # 1	PO #			
<hr/>						
Item #	Description 1	Style	Order Qty	Price	Ext Disc	Net Sale
RANGE GROUP	RANGE FEE GROUP (CONTRACT)	RANGEB	1	200.00	0.00	200.00

OH # 671284

MAR 01 2018

V # 4271 101

26302-034310

PBG 003-PB3000

Total 1

Subtotal	200.00
Sales Tax	0.00
Deposit	0.00

Balance	200.00
---------	--------

Special Order # 1229

Nice Shot

From: Nice Shot Inv. Inc.
4765 Caterpillar Rd.
Redding, Ca. 96003
530-241-6486

RECEIVED

FEB 23 2018

Invoice Date: 01/017/2018

Shasta Co. Prob. Admin.

To: Shasta County Probation
2684 Radio Lane
Redding, CA 96001

Bill To: 530-246-6240

Mail #:	Shasta Probation				Order Date	3/1/2015
AR Acct #:	SCP	Clerk # 1	PO #			Page 1
Fold Here						
Item #	Description 1	Style	Order Qty	Price	Ext Disc	Net Sale
RANGE GROUP	RANGE FEE GROUP (CONTRACT)	RANGEB	1	200.00	0.00	200.00

OH # 671285

MAR 01 2018

V # 4271 / 01

26302-034310

PBG003-PB3000

Total 1

Subtotal	200.00
Sales Tax	0.00
Deposit	0.00
Balance	200.00

Special Order # 1230

Nice Shot

RECEIVED**FEB 23 2018**

Invoice Date: 01/017/2018

Shasta Co. Prob. Admin.

From: Nice Shot Inv. Inc.
4765 Caterpillar Rd.
Redding, Ca. 96003
530-241-6486

To: Shasta County Probation
2684 Radio Lane
Redding, CA 96001

Bill To: 530-245-6240

Order Date 4/1/2015

Page 1

Mail #:	Shasta Probation					
AR Acct #:	SCP	Clerk # 1	PO #			
<small>Fold Here</small>						
Item #	Description 1	Style	Order Qty	Price	Ext Disc	Net Sale
RANGE GROUP	RANGE FEE GROUP (CONTRACT)	RANGEB	1	200.00	0.00	200.00

OH # 671288

MAR 01 2018

V # 4271 101

26302-034310

PBG003-PB3000

Total 1

Subtotal	200.00
Sales Tax	0.00
Deposit	0.00
Balance	200.00

Special Order # 1231

Nice Shot

From: Nice Shot Inv. Inc.
4765 Caterpillar Rd.
Redding, Ca. 96003
530-241-6486

RECEIVED

FEB 23 2018

Invoice Date: 01/017/2018

Shasta Co. Prob. Admin.

To: Shasta County Probation
2684 Radio Lane
Redding, CA 96001

Bill To: 530-245-6240

Mail #: Shasta Probation
AR Acct #: SCP

Clerk # 1

PO #

Order Date 5/1/2015
Page 1

Item #	Description 1	Style	Order Qty	Price	Ext Disc	Net Sale
RANGE GROUP	RANGE FEE GROUP (CONTRACT)	RANGEB	1	200.00	0.00	200.00

OH # 671289

MAR 01 2018

v # 4271 101

26302-D34310

PBG003-PB3000

Total 1

Subtotal 200.00
Sales Tax 0.00
Deposit 0.00

Balance 200.00

Special Order # 1232

Nice Shot

From: Nice Shot Inv. Inc.
4765 Caterpillar Rd.
Redding, Ca. 96003
530-241-6486

RECEIVED

FEB 23 2018

Invoice Date: 01/017/2018

Shasta Co. Prob. Admin.

To: Shasta County Probation
2684 Radio Lane
Redding, CA 96001

Bill To: 530-245-6240

Mail #: Shasta Probation
AR Acct #: SCP Clerk # 1 PO # Order Date 6/1/2015
Fold Here Page 1

Item #	Description 1	Style	Order Qty	Price	Ext Disc	Net Sale
RANGE GROUP	RANGE FEE GROUP (CONTRACT)	RANGEB	1	200.00	0.00	200.00

OH # 671291

MAR 01 2018

V # 4271101

26362-034310

PBG003-PB3000

Total 1

Subtotal 200.00
Sales Tax 0.00
Deposit 0.00

Balance 200.00

Special Order # 1233

Nice Shot

RECEIVED

From: Nice Shot Inv. Inc.
4765 Caterpillar Rd.
Redding, Ca. 96003
530-241-6486

FEB 23 2018

Invoice Date: 01/017/2018

Shasta Co. Prob. Admin.

To: Shasta County Probation
2684 Radio Lane
Redding, CA 96001

Bill To: 530-245-6240

Order Date 7/1/2015

Page 1

Mail #:	Shasta Probation					
AR Acct #:	SCP	Clerk # 1	PO #			
Fold Here						
Item #	Description 1	Style	Order Qty	Price	Ext Disc	Net Sale
RANGE GROUP	RANGE FEE GROUP (CONTRACT)	RANGEB	1	200.00	0.00	200.00

OH # 671293

MAR 01 2018

W # 4271 10126302-034310PBG003-PB3000

Total 1

Subtotal	200.00
Sales Tax	0.00
Deposit	0.00

Balance	200.00
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Special Order # 1234

Nice Shot

From: Nice Shot Inv. Inc.
4765 Caterpillar Rd.
Redding, Ca. 96003
530-241-6486

RECEIVED

Invoice Date: 01/017/2018

FEB 23 2018

Shasta Co. Prob. Admin.

To: Shasta County Probation
2684 Radio Lane
Redding, CA 96001

Bill To: 530-245-6240

Mail #: Shasta Probation

Order Date 8/1/2015

AR Acct #: SCP

Clerk # 1

PO #

Page 1

Item #	Description 1	Style	Order Qty	Price	Ext Disc	Net Sale
RANGE GROUP	RANGE FEE GROUP (CONTRACT)	RANGEB	1	200.00	0.00	200.00

OH # 671297

MAR 01 2018

V # 4271/0126302-034310PBG003-PB3000

Total 1

Subtotal	200.00
Sales Tax	0.00
Deposit	0.00

Special Order # 1235

Nice Shot

RECEIVED

FEB 23 2018

Invoice Date: 01/017/2018

Shasta Co. Prob. Admin.

From: Nice Shot Inv. Inc.
4765 Caterpillar Rd.
Redding, Ca. 96003
530-241-6486

To: Shasta County Probation
2684 Radio Lane
Redding, CA 96001

Bill To: 530-245-6240

Mail #:	Shasta Probation				Order Date 9/1/2015
AR Acct #:	SCP	Clerk # 1	PO #		Page 1
Fold Here					
Item #	Description 1	Style	Order Qty	Price	Ext Disc Net Sale
RANGE GROUP	RANGE FEE GROUP (CONTRACT)	RANGEB	1	200.00	0.00 200.00

OH # 671298

MAR 01 2018

4 * 4271 / 0126302-D34310PBB003-PB3000

Total 1

Subtotal	200.00
Sales Tax	0.00
Deposit	0.00

Balance	200.00
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Special Order # 1236

Nice Shot

From: Nice Shot Inv. Inc.
4765 Caterpillar Rd.
Redding, Ca. 96003
530-241-6486

RECEIVED

FEB 23 2018

Invoice Date: 01/017/2018

Shasta Co. Prob. Admin.

To: Shasta County Probation
2684 Radio Lane
Redding, CA 96001

Bill To: 530-245-6240

Mail #:	Shasta Probation				Order Date	10/1/2015
AR Acct #:	SCP	Clerk # 1	PO #			Page 1
<small>Fold Here</small>						
Item #	Description 1	Style	Order Qty	Price	Ext Disc	Net Sale
RANGE GROUP	RANGE FEE GROUP (CONTRACT)	RANGEB	1	200.00	0.00	200.00

OH # 671299

MAR 01 2018

V# 4271/01

26302-634310

PBG003-PB3000

Total 1

Subtotal	200.00
Sales Tax	0.00
Deposit	0.00

Balance	200.00
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Special Order # 1237

Nice Shot

RECEIVED

FEB 23 2018

Invoice Date: 01/017/2018

Shasta Co. Prob. Admin.

From: Nice Shot Inv. Inc.
4765 Caterpillar Rd.
Redding, Ca. 96003
530-241-6486

To: Shasta County Probation
2684 Radio Lane
Redding, CA 96001

Bill To: 530-245-6240

Mail #: Shasta Probation
AR Acct #: SCP

Clerk # 1

PO #

Order Date 11/1/2015
Page 1

Item #	Description 1	Style	Order Qty	Price	Ext Disc	Net Sale
RANGE GROUP	RANGE FEE GROUP (CONTRACT)	RANGEB	1	200.00	0.00	200.00

OH # 671301

MAR 01 2018

V# 4271101

26302-034310

PBG003-PB3000

Total 1

Subtotal 200.00
Sales Tax 0.00
Deposit 0.00

Balance 200.00

Special Order # 1238

Nice Shot

From: Nice Shot Inv. Inc.
4765 Caterpillar Rd.
Redding, Ca. 96003
530-241-6486

RECEIVED

FEB 23 2018

Invoice Date: 01/017/2018

Shasta Co. Prob. Admin.

To: Shasta County Probation
2684 Radio Lane
Redding, CA 96001

Bill To: 530-245-6240

Mail #: Shasta Probation

Order Date 12/1/2015

AR Acct #: SCP

Clerk # 1

PO #

Page 1

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Item #	Description 1	Style	Order Qty	Price	Ext Disc	Net Sale
RANGE GROUP	RANGE FEE GROUP (CONTRACT)	RANGEB	1	200.00	0.00	200.00

OH # 671302

MAR 01 2018

V # 4271101

26302-034310

PRG003-PG 3000

Total 1

Subtotal 200.00
Sales Tax 0.00
Deposit 0.00

Balance 200.00

REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS

BOARD MEETING DATE: March 27, 2018

CATEGORY: Consent - General Government-2.

SUBJECT:

3/20/18 Draft Minutes

DEPARTMENT: Clerk of the Board

Supervisory District No. : ALL

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

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

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

RECOMMENDATION

Approve the minutes of the meeting held on March 20, 2018, as submitted.

SUMMARY

n/a

DISCUSSION

n/a

ALTERNATIVES

n/a

OTHER AGENCY INVOLVEMENT

n/a

FINANCING

There is no General Fund impact associated with this action.

ATTACHMENTS:

Description

Upload Date

Description

March 20, 2018

SHASTA COUNTY BOARD OF SUPERVISORS

Tuesday, March 20, 2018

REGULAR MEETING

BOARD OF SUPERVISORS REGULAR MEETING - March 27, 2018

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

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

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

INVOCATION

Invocation was given by Pastor Jeremy Twombly, Cow Creek Community Church.

PLEDGE OF ALLEGIANCE

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

PUBLIC COMMENT PERIOD - OPEN TIME

Monique Welin spoke regarding national mental health concern.

Richard Kern spoke about his appreciation to Shasta County for displaying the American flag.

William Gilbert spoke in regards to patriotism and his concerns with Shasta County.

ITEMS PULLED FROM CONSENT CALENDAR

Chairman Baugh noted that the item regarding an agreement with Nichols-Melburg & Rossetto, AIA & Associates Inc. was pulled from the agenda at the department's request.

Chairman Baugh noted that the item regarding a revenue agreement with the California Department of Public Health had been pulled for discussion.

March 20, 2018

CONSENT CALENDAR

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

Approved the minutes of the meeting held on March 13, 2018, as submitted. (Clerk of the Board)
BOARD OF SUPERVISORS REGULAR MEETING - March 27, 2018

Approved and authorized the Chairman to sign a retroactive renewal agreement with BHC Sierra Vista Hospital, Inc. in an amount not to exceed \$450,000 to provide inpatient psychiatric hospitalization services for the period July 1, 2017 through June 30, 2020. (Health and Human Services Agency-Adult Services)

Approved a budget amendment increasing appropriations by \$2,779 in the Farm Advisor JT Lassen Shasta budget to be offset with Contingency General Fund to bring the budget into alignment. (Farm Advisor)

ACTION ON ITEMS PULLED FROM CONSENT CALENDAR

AGREEMENT: CALIFORNIA DEPARTMENT OF PUBLIC HEALTH LOCAL ORAL HEALTH PROGRAM

Health and Human Services Agency Branch Director Terri Fields-Hosler reported on the Local Oral Health Program and revenue agreement with the California Department of Public Health.

By motion made, seconded (Rickert/Morgan), and unanimously carried, the Board of Supervisors took the following actions: Approved and authorized the Chairman to sign the: retroactive revenue agreement with the California Department of Public Health in an amount not to exceed \$944,450 to implement the Local Oral Health Program for the period January 1, 2018 through June 30, 2022; California Civil Rights Certification; and Contractor Certification Clauses Certification; approved and authorized the Health and Human Services Agency (HHSA) Director, or his/her designated Branch Director, or Deputy Branch Director, limited authority to execute prospective and retroactive amendments to the program plan documents and budgets that result in a net change of no more than \$94,445 and other minor, non-monetary amendments as necessary during the term of the agreement providing all such amendments otherwise comply with Administrative Policy 6-101, *Shasta County Contracts Manual*; and adopted salary Resolution 1527, effective April 1, 2018, which adds 1.0 Full-Time Equivalent (FTE) Public Health Program and Policy Analyst position and 1.0 FTE Typist Clerk II position to the HHSA – Public Health budget. (Health and Human Services Agency-Public Health)

(See Salary Resolution Book)

REGULAR CALENDAR

GENERAL GOVERNMENT

ADMINISTRATIVE OFFICE/BOARD OF SUPERVISORS

LEGISLATIVE UPDATE/SUPERVISORS' REPORTS

LETTER IN SUPPORT OF ASSEMBLY CONCURRENT RESOLUTION 202 (Dahle)

County Executive Officer (CEO) Larry Lees spoke regarding the contribution to the community by the late Robert “Bob” Thompson and naming a portion of the highway in his memory. He requested the Board sign a letter of support to Assembly Dahle.

March 20, 2018

By motion made, seconded (Rickert/Moty), and unanimously carried, the Board of Supervisors approved and authorized the Chairman to sign a letter in support of Assembly Concurrent Resolution 202 (Dahle), *Robert "Bob" Thompson Memorial Highway*.

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

BOARD OF SUPERVISORS REGULAR MEETING - March 27, 2018

Supervisor Kehoe recently attended a Redding Area Bus Authority meeting.

Supervisor Morgan recently attended a Area Agency on Aging, PSA 2, Executive Board meeting and California State Association of Counties meeting.

Supervisor Baugh recently attended the Area Agency on Aging, PSA 2 Executive Board meeting.

Supervisors reported on issues of countywide interest.

9:27 a.m.: The Board of Supervisors adjourned.

Chairman

ATTEST:

LAWRENCE G. LEES
Clerk of the Board of Supervisors

By _____
Deputy

REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS

BOARD MEETING DATE: March 27, 2018
CATEGORY: Consent - General Government-3.

SUBJECT:

Shasta Community Services District Board of Directors Appointment

DEPARTMENT: Clerk of the Board

Supervisory District No. : 2

DEPARTMENT CONTACT: Julie Hope, Principal Administrative Analyst, (530) 225-5550

STAFF REPORT APPROVED BY: Julie Hope, Principal Administrative Analyst

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

RECOMMENDATION

Appoint Shawna Staup to the Shasta Community Services District Board of Directors to fill a vacancy to expire December 2020.

SUMMARY

N/A

DISCUSSION

The Shasta Community Services District (Shasta CSD) is a government agency acting under and by virtue Government Code sections 61000-61250. It is governed by a Board of Directors that is elected by the voters within Shasta CSD's boundaries. The Shasta CSD operates for the sole benefit of the lands and the people situated within its boundaries. A vacancy on the Shasta CSD's Board of Directors shall be filled pursuant to Government Code section 1780.

Government Code section 1780 establishes the following general procedure: (A) Within 60 days after either the date on which the district is notified of the vacancy or the effective date of the vacancy, whichever is later, the district board of directors may fill the vacancy by appointment. Government Code section 1780(d)(1); (B) If the vacancy is not filled by appointment by the district board of directors within that 60 day period, then the Board of Supervisors may fill the vacancy by appointment within 90 days of the date the district board of directors was notified of the vacancy or the effective date of the vacancy, whichever is later. Government Code section 1780(f)(1); (C) If, within 90 days of the date the district board of directors is notified of the vacancy or the effective date of the vacancy, whichever is later, the remaining members of the district's board of directors or the Board of Supervisors have not filled the vacancy and no election has been called for, then the district's board of directors shall call an election to fill the vacancy. Government Code section 1780(g)(1).

The Shasta CSD Board of Directors did not directly make the appointment to fill the vacancy within the 60 day period outlined above and therefore appointment by the Board of Supervisors is recommended.

Perry Wright resigned from and notified the Shasta CSD Board of Directors at their regular meeting on December 20, 2017. The effective date of Mr. Wright's resignation was December 31, 2017. On December 27, 2017, the Shasta CSD Secretary posted a Notice of Vacancy pursuant to Government Code section 1780; which is on file with the Clerk of the Board. At their

regular meeting on February 28, 2018 the Shasta CSD Board of Directors voted to appoint Shawna Staup to fill their vacancy. If appointed, Ms. Staup will hold office until December 2020 or such other time as authorized by law. Ms. Staup meets membership requirements to be a registered voter residing within the district boundaries.

ALTERNATIVES

The Board may choose not to make the appointment, may defer consideration to a future date, or may order the independent district to hold an election to fill their vacancy.

OTHER AGENCY INVOLVEMENT

The Shasta CSD Board of Directors supports the recommendation. County Counsel has reviewed the recommendation.

FINANCING

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

ATTACHMENTS:

Description	Upload Date	Description
Shasta CSD Meeting Minutes 12/20/17 - Notice of Resignation	3/12/2018	Shasta CSD Meeting Minutes 12/20/17 - Notice of Resignation
Staup Letter of Interest 1/22/18	3/12/2018	Staup Letter of Interest 1/22/18
Shasta CSD Meeting Minutes 2/22/18 - Appoint Staup	3/12/2018	Shasta CSD Meeting Minutes 2/22/18 - Appoint Staup

SHASTA COMMUNITY SERVICES DISTRICT BOARD OF DIRECTORS MEETING

Regular Session

Wednesday, December 20, 2017

6:00 PM

Place: 10707 French Alley, Shasta, CA 96087

MINUTES

Board Members Present: President Jan Hanks, Vice President Dave Cross, Director Perry Wright and Director Theresa May.

Board Member Absent: Director Karen Preisser

Staff Members Present: General Manager (GM) Chris Koeper, Fire Chief Mark Todd and Anita Weeks.

Public Present: Mr. Taylor and some members of the community.

President Hanks called the meeting to order at 6:04 pm.

1. **PLEDGE OF ALLEGIANCE** was led by Director Wright.

2. **PUBLIC COMMENT:**

This time is set aside for members of the public to address the District on matters not on the agenda and matters on the Consent Calendar. If your comments concern an item noted on the regular agenda, please address the Board after that item is open for public comments. By law, the Board of Directors cannot make decisions on matters not on the agenda. The Board will customarily refer these matters to the General Managers Office. Each speaker is allocated three (3) minutes to speak. Speakers may not cede their time. Comments should be limited to matters within the jurisdiction of the District.

None.

3. **CONSENT CALENDAR:**

Matters listed under the Consent Calendar, are considered by the Board to be routine and will be enacted by one motion in the form listed below. There will be no separate discussion of these items unless good cause is shown prior to the time the Board votes on the motion to adopt.

4. **Approval of Minutes December 20, 2017.**

5. **Financial Reports for Month Ending December 31, 2017.**

5-1. Shasta CSD Financial Report

5-2. Shasta CSD Bills Presented for Payment

5-3. Shasta CSD Budget VS Actual (a revised budget VS actual report was handed out)

5-4. Shasta Fire Dept. Financial Report

5-5. Shasta Fire Dept. Bills Presented for Payment

5-6. Shasta Fire Dept. Budget VS Actual (a revised budget VS actual report was handed out)

RECOMMENDATION: Approval and adoption of all items on the Consent Calendar. Director Wright made a motion to approve the minutes and financial statements as presented. Director May second. Hanks – yes, Cross – yes, May – yes, Wright – Yes, Motion passes unanimously.

*Shasta Community Services District
Board Meeting Minutes
December 20, 2017*

RECEIVED
MAR 12 2018
CLERK OF THE BOARD

It was noted that the date on this agenda was incorrectly listed as November 15th, 2017 instead of December 20th, 2017 and the July 19th, 2017 agenda listed June 21, 2017 on that agenda in error.

6. **CORRESPONDENCE:** None.

7. **GENERAL BUSINESS:**

7-1. Fire Chief's Report

Chief Mark Todd read the report and a copy is filed with the office Board Packet.

7-2. Manager's Report

GM Koeper read his report and a copy is filed with the office Board Packet.

8. **OLD BUSINESS:**

8-1. Property having 2 dwellings on one meter. Letter requiring split or disconnection of one dwelling was sent and confirmed received. There was some discussion with Mr. Taylor. GM Koeper had met with legal counsel and was advised that Ordinance 01-05 did require each dwelling to have a separate meter. The Board decided to table this item. No action taken,

8-2. Shasta Fire Department to possibly place parcel assessment fee on next election ballot earmarked for additional personnel. Chief Todd stated that he would probably not pursue this. The Board asked for specific information from insurance professionals to support the suggestion that home owner insurance rates would skyrocket if additional personnel are not hired, Item tabled until next month.

8-3. Shasta Fire Department Strike Team Pay Rates. No action taken.

8-4. SCSD Amended 2017-2018 Budget – Loan Origination Fee. GM Koeper advised the loan origination fee was for \$18,000.00 and will be added to the Budget. This was presented for informational purposes only. No action taken.

9. **NEW BUSINESS:**

9-1. Elect Officers for the SCSD Board of Directors.

Director Wright motioned to elect Jan Hanks as president. Director May second. Hanks – yes, Cross – yes, May – yes, Wright – Yes, Motion passes unanimously. Director Cross motioned to elect Karen Preisser to Vice President. Director Wright second. Hanks – yes, Cross – yes, May – abstain, Wright – Yes, Motion passes unanimously.

9-2. Fire Department affect on home insurance rates. Item table until next month. No action taken.

ORAL COMMUNICATIONS:

10. **Board Members:** Director Wright submitted his resignation at the end of the meeting. meeting.

11. **Staff Members:** none

12. **ADJOURN** at 7:40pm.

Respectfully Submitted,

Anita Weeks – Secretary to the Board

Jan Hanks – Board President

In compliance with the Americans with Disabilities Act, the Shasta Community Services District will make available to any member of the public who has a disability, a needed modification or accommodation, including an auxiliary aid or service, in order for that person to participate in the public meeting. A person needing assistance should contact the district office by telephone at 530.241.6264, on in person or by mail at PO Box 2520 Shasta, CA 96087, or by e-mail at contact@shastacsd.org 48 hours prior to the meeting. Accommodations may include, but are not limited to, interpreters, assistive listening devices, accessible seating, or documentation in an alternate format. If requested, this document and other agenda materials can be made available in an alternative format for persons with a disability who are covered by the Americans with Disabilities Act.

January 22, 2018

To: Shasta Community Services District Board of Directors
Re: Interest in the SCSD Vacancy

I am interested in serving our community as a Board Director until the vacancy is filled in the next election,

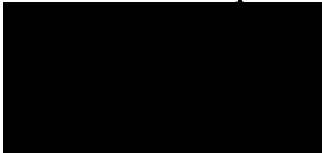
I have been a Shasta community member all of my life, graduated from Shasta Elementary and Shasta High School and attended Shasta College. I take pride in our community and want to see done what is in the best interest for our district.

I served on the SCSD Board of Directors from 2009 through 2014. I also served as SCSD Board President from 2011 until the end of my term in 2014.

I have worked for Shasta Surgical for 16 years and really enjoy helping others.

Thank you for your consideration,

Shawna Staup



RECEIVED
MAR 12 2018
CLERK OF THE BOARD

DRAFT
SHASTA COMMUNITY SERVICES DISTRICT BOARD OF DIRECTORS MEETING
Regular Session
Wednesday, February 28, 2018
6:00 PM
Place: 10707 French Alley, Shasta, CA 96087
MINUTES

Board Members Present: President Jan Hanks, Vice President Dave Cross, Director Karen Preisser and Director Theresa May.

Staff Members Present: General Manager (GM) Chris Koeper, Fire Chief Mark Todd, Battalion Chief Mark Pereira and Anita Weeks.

Public Present: Some members of the community.

President Hanks called the meeting to order at 6:00 pm.

1. **PLEDGE OF ALLEGIANCE** was led by GM Chris Koeper.

2. **PUBLIC COMMENT:**

This time is set aside for members of the public to address the District on matters not on the agenda and matters on the Consent Calendar. If your comments concern an item noted on the regular agenda, please address the Board after that item is open for public comments. By law, the Board of Directors cannot make decisions on matters not on the agenda. The Board will customarily refer these matters to the General Managers Office. Each speaker is allocated three (3) minutes to speak. Speakers may not cede their time. Comments should be limited to matters within the jurisdiction of the District.

None.

3. **CONSENT CALENDAR:**

Matters listed under the Consent Calendar, are considered by the Board to be routine and will be enacted by one motion in the form listed below. There will be no separate discussion of these items unless good cause is shown prior to the time the Board votes on the motion to adopt.

4. **Approval of Minutes January 17, 2018.**

5. **Financial Reports for Month Ending January 31, 2018.**

5-1. **Shasta CSD Financial Report**

5-2. **Shasta CSD Bills Presented for Payment**

5-3. **Shasta CSD Budget VS Actual**

5-4. **Shasta Fire Dept. Financial Report**

5-5. **Shasta Fire Dept. Bills Presented for Payment**

5-6. **Shasta Fire Dept. Budget VS Actual**

RECOMMENDATION: Approval and adoption of all items on the Consent Calendar. VP Cross made a motion to approve the minutes and financial reports as presented. Director Preisser second. Hanks – yes, Cross – yes, May – yes, Preisser – Yes, Motion passes unanimously.

*Shasta Community Services District
Board Meeting Minutes
February 28, 2018*

RECEIVED
MAR 12 2018
CLERK OF THE BOARD

7. **GENERAL BUSINESS:**

7-1. Fire Chief's Report

GM Koeper read the report and a copy is filed with the office Board Packet. Chief Todd was asked about the remodel of the firehouse to accommodate and encourage volunteers. He said that work had been done on the remodel. Mark was also asked if he had pulled permits or if he thought it was required. He replied that he had not pulled permits but that it probably was a requirement.

7-2. Manager's Report

GM Koeper read his report and a copy is filed with the office Board Packet.

8. **OLD BUSINESS:**

8-1. Approve Resolution #01-18 deeming Board Members and Volunteers Employees of the District for the purpose of providing Workers Comp Insurance Coverage The matter was tabled until next month and Anita was asked to find out if this is optional and how much it will cost. No action taken.

8-2. Consolidate the SFD Fire Chief and Battalion Chief positions into one position. President Hanks Wanted to discuss personnel matters between GM Koeper and Chief Todd but Board and Community Members said that we could not discuss those matters. A decision was made to form a committee comprised of Koeper, VP Cross and Director Preisser to look into the matter further and report back to the Board. No action taken.

9. **NEW BUSINESS:**

9-1. Appoint a new Board member from interested candidates to fill the vacancy or approve continuing as a four-person Board (County may appoint). There were two candidates; Debbie Shiffer and Shawna Staup. It was stated that if appointed, Ms. Shiffer would have to recuse herself from any Shasta Fire Department matters for a time since she is a former employee of the Department. A motion was made by Director May to appoint Shawna Staup. VP Cross second. Hanks – no, Cross –yes, Pressier – yes, May – yes. Motion passed.

9-2. June 2017 Financial Audit. GM Koeper presented the June 2017 Financial Audit. No action taken.

9-3. Discuss the possibility of Fire Department possibly not reporting to the GM any longer and Reporting directly to the Board. No action taken.

ORAL COMMUNICATIONS:

10. **Board Members:** President Hanks noted that there wasn't a job description for the fire department positions in the New Directors Introduction Binders. We will add them. The grievence policy will be reviewed at next months meeting.

11. **Staff Members:** None

12. **ADJOURN** at 7:39 pm.

Respectfully Submitted,

Anita Weeks – Secretary to the Board

Jan Hanks – Board President

In compliance with the Americans with Disabilities Act, the Shasta Community Services District will make available to any member of the public who has a disability, a needed modification or accommodation, including an auxiliary aid or service, in order for that person to participate in the public meeting. A person needing assistance should contact the district office by telephone at 530.241.6264, on in person or by mail at PO Box 2520 Shasta, CA 96087, or by e-mail at contact@shastacsd.org 48 hours prior to the meeting. Accommodations may include, but are not limited to, interpreters, assistive listening devices, accessible seating, or documentation in an alternate format. If requested, this document and other agenda materials can be made available in an alternative format for persons with a disability who are covered by the Americans with Disabilities Act.

REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS

BOARD MEETING DATE: March 27, 2018

CATEGORY: Consent - General Government-4.

SUBJECT:

Underwood & Wetzel Law Offices Hearing Officer Agreements Amendments

DEPARTMENT: Clerk of the Board

Supervisory District No. : All

DEPARTMENT CONTACT: Julie Hope, Principal Administrative Analyst, 530-225-5550

STAFF REPORT APPROVED BY: Julie Hope, Principal Administrative Analyst, Mary Williams, Chief Deputy Clerk of the Board

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

RECOMMENDATION

Approve and authorize the Chairman to sign amendments, effective date of signing, to four agreements with Underwood & Wetzel Law Offices P.C. to provide hearing officer legal services, extend the end date through June 30, 2019, add new standard agreement provisions, and retain the hourly rate of \$145 per hour for the: (1) Employee Appeals Board, amendment also adds a maximum compensation not to exceed \$10,000; (2) Board of Building Appeals; (3) Assessment Appeals Board; and (4) legal services to the Board of Supervisors for Revenue and Taxation Code Section 3731 proceedings.

SUMMARY

N/A

DISCUSSION

The Clerk of the Board (COB) administers agreements for the provision of hearing officer services for various boards and services. The County currently has four agreements with Underwood & Wetzel Law Offices P.C., each expiring at different times. Each agreement has different levels of maximum compensation, ranging from \$10,000 to \$50,000, but all of them have hourly rates of \$145 per hour.

Because competitive procurement has not been conducted for these services in some time, it is recommended the Board extend all four agreements through June 30, 2019 so that a formal Request for Proposal (RFP) process may be conducted by the COB.

During amendment negotiations, the COB informed Mr. Underwood that an RFP for these services will be released during Fiscal Year (FY) 2018-19.

ALTERNATIVES

The Board could choose not to approve some or all of the amendments, defer consideration to a future date, or provide alternate direction to staff.

OTHER AGENCY INVOLVEMENT

County Counsel approved the amendments as to form. Risk Management approved the amendments. The County Administrative Office reviewed the recommendation.

FINANCING

Sufficient appropriations are included in the Fiscal Year (FY) 2017-18 Adjusted Budget and will be included in the FY 2018-19 Requested Budget. There are no additional General Funds requested.

ATTACHMENTS:

Description	Upload Date	Description
Employee Appeals Amendment	3/19/2018	Employee Appeals Amendment
Board of Building Appeals Amendment	3/19/2018	Board of Building Appeals Amendment
Assessment Appeals Board Amendment	3/19/2018	Assessment Appeals Board Amendment
RTC 3731 Amendment	3/19/2018	RTC 3731 Amendment

**FIRST AMENDMENT TO THE AGREEMENT BETWEEN
THE COUNTY OF SHASTA AND
THE LAW FIRM OF UNDERWOOD & WETZEL LAW OFFICES, P.C. FOR
LEGAL SERVICES TO THE EMPLOYEE APPEALS BOARD**

This first amendment is entered into between the County of Shasta, through its Clerk of the Board's Office, a political subdivision of the State of California ("County"), and the law firm of Underwood & Wetzel Law Offices, P.C. ("Consultant") (collectively, the "Parties" and individually a "Party").

RECITALS

WHEREAS, County and Consultant have previously entered into an agreement on May 12, 2015, effective July 1, 2015, to provide for hearing officer legal services to the Shasta County Employee Appeals Board; and

WHEREAS, County and Consultant desire to amend the agreement to update and add standard provisions and extend the end date of the agreement through June 30, 2019 ("first amendment"); and

WHEREAS, the original agreement and the first amendment are collectively referred to as the agreement.

NOW, THEREFORE, the agreement is amended as follows:

I. Section 3., COMPENSATION, is amended in its entirety as of the effective date of this amendment to read as follows:

Consultant shall be paid the hourly rate of \$145 per hour for performing the duties described in this agreement. Consultant shall also be reimbursed for actual photocopying and long-distance telephone call expenses associated with performing the duties described in this agreement. In no event shall the maximum amount payable under this agreement exceed \$50,000.

II. Section 5., TERM OF AGREEMENT, is amended in its entirety as of the effective date of this amendment to read as follows:

5. **TERM OF AGREEMENT**

The term of the agreement shall begin on July 1, 2015 and shall end on June 30, 2019.

III. Section 14., COMPLIANCE WITH LAWS; NON-DISCRIMINATION, is added as of the effective date of this amendment to read as follows:

Section 14. COMPLIANCE WITH LAWS; NON-DISCRIMINATION

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

IV. Section 15., COUNTY'S RIGHT OF SETOFF, is added as of the effective date of this amendment to read as follows:

Section 15. 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.

V. REAFFIRMATION

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

VI. **ENTIRE AGREEMENT**

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

VII. **EFFECTIVE DATE**

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

SIGNATURE PAGE FOLLOWS

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

COUNTY OF SHASTA

Date: _____


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

ATTEST:


LAWRENCE G. LEES
Clerk of the Board of Supervisors

By: _____
Deputy

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

By: 
MATTHEW M. McOMBER
Senior Deputy County Counsel

RISK MANAGEMENT APPROVAL

By:  03/19/18
JAMES JOHNSON
Risk Management Analyst III

Date: 3/12/18

CONSULTANT

By: 
JAMES M. UNDERWOOD
Tax I.D.#: 46-1983641

**FIRST AMENDMENT TO THE AGREEMENT BETWEEN
THE COUNTY OF SHASTA AND
THE LAW FIRM OF UNDERWOOD & WETZEL LAW OFFICES, P.C. FOR
LEGAL SERVICES TO THE BOARD OF BUILDING APPEALS**

This first amendment is entered into between the County of Shasta, through its Clerk of the Board's Office, a political subdivision of the State of California ("County"), and the law firm of Underwood & Wetzel Law Offices, P.C. ("Consultant") (collectively, the "Parties" and individually a "Party").

RECITALS

WHEREAS, County and Consultant have previously entered into an agreement on December 8, 2015, and effective January 1, 2016, to provide for hearing officer legal services to the Shasta County Board of Building Appeals; and

WHEREAS, County and Consultant desire to amend the agreement to add standard provisions and extend the end date of the agreement through June 30, 2019 ("first amendment"); and

WHEREAS, the original agreement and the first amendment are collectively referred to as the agreement.

NOW, THEREFORE, the agreement is amended as follows:

I. Section 5., TERM OF AGREEMENT, is amended in its entirety as of the effective date of this amendment to read as follows:

5. **TERM OF AGREEMENT**

The term of the agreement shall begin on January 1, 2016 and shall end on June 30, 2019.

II. Section 23., COMPLIANCE WITH LAWS; NON-DISCRIMINATION, is added as of the effective date of this amendment to read as follows:

Section 23. 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.

III. Section 24., COUNTY'S RIGHT OF SETOFF, is added as of the effective date of this amendment to read as follows:

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.

IV. REAFFIRMATION

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

V. ENTIRE AGREEMENT

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

VI. EFFECTIVE DATE

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

SIGNATURE PAGE FOLLOWS

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

COUNTY OF SHASTA

Date: _____


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

ATTEST:


LAWRENCE G. LEES
Clerk of the Board of Supervisors

By: _____
Deputy

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

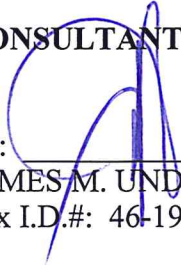
By:  _____
MATTHEW M. McOMBER
Senior Deputy County Counsel

RISK MANAGEMENT APPROVAL

By:  03/19/18
JAMES JOHNSON
Risk Management Analyst III

Date: 3/12/18

CONSULTANT

By:  _____
JAMES M. UNDERWOOD
Tax I.D.#: 46-1983641

**FIRST AMENDMENT TO THE AGREEMENT BETWEEN
THE COUNTY OF SHASTA AND
THE LAW FIRM OF UNDERWOOD & WETZEL LAW OFFICES, P.C. FOR
LEGAL SERVICES TO THE ASSESSMENT APPEALS BOARD**

This first amendment is entered into between the County of Shasta, through its Clerk of the Board's Office, a political subdivision of the State of California ("County"), and the law firm of Underwood & Wetzel Law Offices, P.C. ("Consultant") (collectively, the "Parties" and individually a "Party").

RECITALS

WHEREAS, County and Consultant have previously entered into an agreement on April 14, 2015, effective April 1, 2015, to provide for hearing officer legal services to the Shasta County Assessment Appeals Board; and

WHEREAS, County and Consultant desire to amend the agreement to update and add standard provisions and extend the end date of the agreement through June 30, 2019 ("first amendment"); and

WHEREAS, the original agreement and the first amendment are collectively referred to as the agreement.

NOW, THEREFORE, the agreement is amended as follows:

I. Section 5., TERM OF AGREEMENT, is amended in its entirety as of the effective date of this amendment to read as follows:

5. **TERM OF AGREEMENT**

The term of the agreement shall begin on April 1, 2015 and shall end on June 30, 2019.

II. Section 10., INDEMNIFICATION, is amended in its entirety as of the effective date of this amendment to read as follows:

Section 10. INDEMNIFICATION

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

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

- B. In no event shall County interfere with Consultant's provision of independent legal advice to the Assessment Appeals Board or the Board of Supervisors by seeking defense or indemnity or otherwise.

III. Section 14., COMPLIANCE WITH LAWS; NON-DISCRIMINATION, is added as of the effective date of this amendment to read as follows:

Section 14. COMPLIANCE WITH LAWS; NON-DISCRIMINATION

- A. Consultant shall observe and comply with all applicable present and future federal laws, state laws, local laws, codes, rules, regulations, and/or orders that relate to the work or services to be provided pursuant to this agreement.
- B. Consultant shall not discriminate in employment practices or in the delivery of services on the basis of race, color, creed, religion, national origin, sex, age, marital status, sexual orientation, medical condition (including cancer, HIV, and AIDS) physical or mental disability, use of family care leave under either the Family & Medical Leave Act or the California Family Rights Act, or on the basis of any other status or conduct protected by law.
- C. Consultant represents that Consultant is in compliance with and agrees that Consultant shall continue to comply with the Americans with Disabilities Act of 1990 (42 U.S.C. sections 12101, *et seq.*), the Fair Employment and Housing Act

(Government Code sections 12900, *et seq.*), and regulations and guidelines issued pursuant thereto.

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

IV. Section 15., COUNTY'S RIGHT OF SETOFF, is added as of the effective date of this amendment to read as follows:

Section 15. 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.

V. REAFFIRMATION

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

VI. ENTIRE AGREEMENT

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

VII. EFFECTIVE DATE

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

SIGNATURE PAGE FOLLOWS

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

COUNTY OF SHASTA

Date: _____

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

ATTEST:

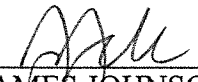
LAWRENCE G. LEES
Clerk of the Board of Supervisors

By: _____
Deputy

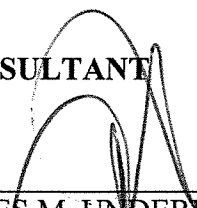
Approved as to form:
RUBIN E. CRUSE, JR
County Counsel

By: 
MATTHEW M. McOMBER
Senior Deputy County Counsel

RISK MANAGEMENT APPROVAL

By:  03/19/18
JAMES JOHNSON
Risk Management Analyst III

Date: 3/2/18

CONSULTANT
By: 
JAMES M. UNDERWOOD
Tax I.D.#: 46-1983641

**FIRST AMENDMENT TO THE AGREEMENT BETWEEN
THE COUNTY OF SHASTA AND
THE LAW FIRM OF UNDERWOOD & WETZEL LAW OFFICES, P.C. FOR
LEGAL SERVICES TO THE SHASTA COUNTY BOARD OF SUPERVISORS FOR
REVENUE AND TAXATION CODE SECTION 3731 PROCEEDINGS**

This first amendment is entered into between the County of Shasta, through its Clerk of the Board's Office, a political subdivision of the State of California ("County"), and the law firm of Underwood & Wetzel Law Offices, P.C. ("Consultant") (collectively, the "Parties" and individually a "Party").

RECITALS

WHEREAS, County and Consultant have previously entered into an agreement on and effective September 1, 2015 to provide for hearing officer legal services to the Shasta County Board of Supervisors for Revenue and Taxation Code section 3731 proceedings; and

WHEREAS, County and Consultant desire to amend the agreement to add standard provisions and extend the end date of the agreement through June 30, 2019 ("first amendment"); and

WHEREAS, the original agreement and the first amendment are collectively referred to as the agreement.

NOW, THEREFORE, the agreement is amended as follows:

I. Section 5., TERM OF AGREEMENT, is amended in its entirety as of the effective date of this amendment to read as follows:

5. **TERM OF AGREEMENT**

The term of the agreement shall begin on September 1, 2015 and shall end on June 30, 2019.

II. Section 14., COMPLIANCE WITH LAWS; NON-DISCRIMINATION, is added as of the effective date of this amendment to read as follows:

Section 14. COMPLIANCE WITH LAWS; NON-DISCRIMINATION

A. Consultant shall observe and comply with all applicable present and future federal laws, state laws, local laws, codes, rules, regulations, and/or orders that relate to the work or services to be provided pursuant to this agreement.

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

III. Section 15., COUNTY'S RIGHT OF SETOFF, is added as of the effective date of this amendment to read as follows:

Section 15. 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.

IV. REAFFIRMATION

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

V. ENTIRE AGREEMENT

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

VI. EFFECTIVE DATE

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

SIGNATURE PAGE FOLLOWS

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

COUNTY OF SHASTA

Date: _____


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

ATTEST:

LAWRENCE G. LEES
Clerk of the Board of Supervisors

By: _____
Deputy

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

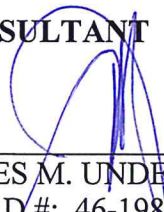
By: 
MATTHEW M. McOMBER
Senior Deputy County Counsel

RISK MANAGEMENT APPROVAL

By:  03/19/18
JAMES JOHNSON
Risk Management Analyst III

Date: 3/12/18

CONSULTANT

By: 
JAMES M. UNDERWOOD
Tax I.D.#: 46-1983641

REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS

BOARD MEETING DATE: March 27, 2018

CATEGORY: Consent - General Government-5.

SUBJECT:

County Clerk/Elections - Resolution for June 2018 Election Consolidation

DEPARTMENT: County Clerk/Registrar of Voters

Supervisory District No. : All

DEPARTMENT CONTACT: Cathy Darling Allen, County Clerk/Registrar of Voters, 530/225-5730

STAFF REPORT APPROVED BY: Cathy Darling Allen, County Clerk/Registrar of Voters

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

RECOMMENDATION

Adopt a resolution authorizing election consolidation of a local election, as provided by California Election Code sections 1400 *et seq.*, for local jurisdictions that have measures placed before the voters on June 5, 2018.

SUMMARY

The County Clerk/Elections Department has received resolutions from the Shasta Lake Fire Protection District and the Redding School District requesting consolidation with the Primary Election to be held on June 5, 2018. Consolidation must be ordered by the Board of Supervisors.

DISCUSSION

The regularly scheduled Primary Election is set to be held on Tuesday, June 5, 2018. The County Clerk/Elections Department has received and placed on file resolutions from the Shasta Lake Fire Protection District and the Redding School District requesting election consolidation to place measures on the June 5, 2018 election ballot. Election Code section 10402.5 provides any special district or school district election held the same date as a statewide election date shall be consolidated with the statewide election. Election Code section 10401 provides that if one of the elections to be consolidated is a statewide election, the board of supervisors of the county in which the consolidation is to be effected may order the consolidation. Costs of the election are shared among the entities involved pursuant to Election Code section 10416.

ALTERNATIVES

The local agencies requesting resolution have called their elections for June 5, 2018. Should the resolution receive a negative action, separate elections would have to be held for each agency, requiring each to pay the total cost if its election. The Shasta County Clerk/Elections Department does not have the resources to conduct three elections on the same day.

OTHER AGENCY INVOLVEMENT

County Counsel has reviewed and approved the resolution as to form. The County Administrative Office has also reviewed the resolution and recommendation.

FINANCING

There is no additional General Fund impact.

ATTACHMENTS:

Description	Upload Date	Description
Consolidation Resolution	3/19/2018	Consolidation Resolution

RESOLUTION NO. 2018-

**A RESOLUTION OF THE BOARD OF SUPERVISORS
OF THE COUNTY OF SHASTA COUNTY
AUTHORIZING THE CONSOLIDATION OF ANY LOCAL ELECTION, WHICH MAY
BE HELD ON TUESDAY, JUNE 5, 2018**

WHEREAS, Tuesday, June 5, 2018 is an established election date on which local jurisdictions may hold elections; and

WHEREAS, California Election Code sections 10400 *et seq.*, as applicable, allow school districts, special districts, and incorporated cities to request consolidation of their elections with the general election; and

WHEREAS, Elections Code section 10401 provides that where one of the elections to be consolidated is a statewide election, the board of supervisors of the county in which the consolidation is to be effected may order the consolidation; and

WHEREAS, the Shasta Lake Fire Protection District and the Redding School District have called elections in their jurisdictions for the same date and have requested consolidation.

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of the County of Shasta do hereby authorize the consolidation of any local election which may be held on Tuesday, June 5, 2018 provided that the local jurisdictions calling the election pay their pro-rata share of the costs incurred throughout the conduct of said elections.

DULY PASSED AND ADOPTED this 27th day of March, 2018 by the Board of Supervisors of the County of Shasta by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:
RECUSE:

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

ATTEST:

LAWRENCE G. LEES
Clerk of the Board of Supervisors

By _____
Deputy

REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS

BOARD MEETING DATE: March 27, 2018

CATEGORY: Consent - Health and Human Services-6.

SUBJECT:

In-Home Supportive Services Advisory Committee Reappointment

DEPARTMENT: Health and Human Services Agency-Adult Services

Supervisory District No. : All

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

STAFF REPORT APPROVED BY: Dean True, Branch Director

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

RECOMMENDATION

Reappoint Evan LeVang to the In-Home Supportive Services Advisory Committee for a three-year term to expire March 31, 2021.

SUMMARY

N/A

DISCUSSION

The In-Home Supportive Services (IHSS) Advisory Committee (Committee) is appointed by the Board of Supervisors to provide recommendations about the IHSS program and provider registration/relations activities of the IHSS Public Authority. Shasta County Code 2.45.070, In-Home Supportive Services Advisory Committee, states that the Committee shall be comprised of nine individuals of which no less than 50 percent shall be personal care recipients, no less than two shall be personal care providers, and the remainder may be community members who advocate for people with disabilities, seniors, or home care providers.

Effective March 31, 2018, the membership term for Evan LeVang expires. It is recommended that the Board of Supervisors reappoint this member to fulfill the statutory proportional requirements for provider, recipient and community members within the existing Committee.

ALTERNATIVES

The Board, at its discretion, may decline to reappoint the recommended individual and direct staff to return with a new appointee recommendation.

OTHER AGENCY INVOLVEMENT

This recommendation has been reviewed by the County Administrative Office. At their February 14, 2018 meeting, the Committee voted in support of the recommended reappointment.

FINANCING

The Adopted FY 2017-18 IHSS Public Authority budget (FU 851) includes sufficient appropriation authority for Committee activities and sufficient budget authority will be included in future fiscal year budget requests. There is no additional General Fund impact with the recommended action.

ATTACHMENTS:

Description	Upload Date	Description
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REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS

BOARD MEETING DATE: March 27, 2018

CATEGORY: Consent - Public Works-7.

SUBJECT:

Curve Street “STOP” Signs

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

Adopt Resolution No. 444 of Ordinance No. 413-1 for placement of “STOP” signs on Curve Street (9S020) at Third Street (9S011).

SUMMARY

Staff recommends the installation of a “STOP” sign on each approach of Curve Street at Third Street.

DISCUSSION

Curve and Third Streets converge in an atypical configuration near the Fall River Mills Elementary School. Curve Street is the through movement with “STOP” signs on Third Street. A recently completed traffic engineering study (attached) found that operational improvements of the intersection could be gained through the installation of “STOP” signs on all approaches.

ALTERNATIVES

The Board may elect to leave the intersection in its current configuration.

OTHER AGENCY INVOLVEMENT

The California Highway Patrol will enforce this ordinance after its adoption. County Counsel has approved the resolution as to form. The recommendation has been reviewed by the County Administrative Office.

FINANCING

The Adopted 2017/18 Road Fund budget contains adequate funds necessary to carry on a continuous traffic engineering program. There is no General Fund impact.

ATTACHMENTS:

Description	Upload Date	Description
Resolution No. 444 of Ordinance 413-1	3/16/2018	Resolution No. 444 of Ordinance 413-1
Shasta County Intersection Report	3/14/2018	Shasta County Intersection Report

COUNTY OF SHASTA
STATE OF CALIFORNIA

**RESOLUTION NO. 444
OF ORDINANCE NO. 413-1**

IT IS HEREBY RESOLVED by the Board of Supervisors of the County of Shasta, State of California, pursuant to Ordinance No. 413-1, that the Public Works Director may place, or have placed, stop signs at the following location:

On County Road 9S020 (Curve Street) at its intersection with County Road 9S011 (Third Street).

DULY PASSED AND ADOPTED this 27th day of March, 2018 by the Board of Supervisors of the County of Shasta by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:
RECUSE:

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

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

By _____
Deputy



Shasta County

DEPARTMENT OF PUBLIC WORKS

1855 PLACER STREET
REDDING, CA 96001-1759
530.225.5661 530.225.5667 FAX
800.479.8022 California Relay Service at 700 or 800.735.2922

PATRICK J. MINTURN, DIRECTOR
C. TROY BARTOLOMEI, DEPUTY
SCOTT G. WAHL, DEPUTY

Shasta County Intersection Report For Curve Street and Third Street in Fall River Mills Prepared by Moises Lozano

Concerns

The Department received an inquiry from Lacey and Chris Cordova, residents of Fall River Mills, with concerns about the operational safety of the intersection of Curve Street at Third Street in Fall River Mills. The Cordova's believe that there is not adequate sight distance from motorist approaching the intersection along Curve Street due to the geometric configuration of the intersection.

Site Description

Within a residential neighborhood, Curve Street and Third Street intersect adjacent to Fall River Elementary. The intersection does not cross at right angles or at diagonal angle. The intersection is elongated along Curve Street with horizontal and vertical changes along Curve Street and Third Street. Both Streets are undivided with unmarked lanes.

CURVE STREET

South Approach: Uncontrolled, the approach is uphill as it nears the intersection, driveways and continuous on street parking, no sidewalks along the street. Sight distance to cross traffic is limited due to the vertical change in alignment and wood fencing installed on private property. Pavement Markings used are "SLOW" "SCHOOL" "XING" and yellow Crosswalk at the intersection. Sign Assembly with (R2-1) "SPEED LIMIT 25", (S4-2) "When Children are Present", (S4-3P) "SCHOOL", and School Crossing Assembly (S1-1) and (W16-7P) at the Crosswalk.

North Approach: Uncontrolled, the approach is level with driveways and continuous on street parking, no sidewalks along the street. School parking lot is continuously accessible on the east side. Pavement Markings used are "SLOW" "SCHOOL" "XING". Signage include School Crossing Assembly (S1-1) and (W16-7P) ahead of Crosswalks.

THIRD STREET

East Approach: Controlled, the approach is uphill as it nears the intersection, no driveways or sidewalks located on either side. Traffic is controlled with (R1-1) "STOP" sign and Pavement Markings "STOP" legend and white Limit Line. Other Pavement Markings are "SLOW" "SCHOOL" "XING" and marked with a yellow Crosswalk at the intersection. A School Zone sign (S1-1) and (S4-3P) "SCHOOL" are located ahead of the intersection.

West Approach: Controlled, the approach is leveled with driveways and continuous on-street parking, no sidewalks. Sign Assembly with (R1-1) "STOP" sign and Pavement Markings "STOP" legend and white Limit Line.

Speed Limit

Within a residential neighborhood and along school routes, prima facie speed limit is 25 MPH. Sign Assembly (R2-1) "SPEED LIMIT 25", (S4-2) "When Children are Present" and (S4-3P) "SCHOOL" are used to delineate the school zone.

Intersection Characteristics

Observations were made while school pickup time, traffic flow was stable and traffic was not backed up. Volume of traffic on Curve Street and Third Street is approximately equal. Vehicles typically driving to school came through Third Street east approach and from Curve Street south approach. Traffic leaving school travels from Curve Street north approach to either Third Street east approach or Curve Street south approach. Traffic using Curve Street south approach slow down as they travel uphill and curve along the road alignment. The slowing down maneuver of Curve Street confuses pedestrians using the crosswalk and motorists.

Crosswalks were used by pedestrians and one group crossed the intersection with the assistance of school staff.

Traffic entering and exiting the school parking lot created conflicts. Without a defined entrance or exit motorist access the parking lot from anywhere along the street. Two motorists were seen backing into the intersection in order to maneuver out of the parking lot.

The "Sight Triangles" were measured in accordance with AASHTO standards. See the attached drawing. Intersection sight distance is not adequate on Curve Street. A 4 ft tall wood fence and the horizontal/vertical changes in alignment obstruct the line of sight to both Curve Street approaches. The wood fence is within the boundaries of private property.

Collision History

There have been no reported collisions at this intersection in the last five years.

Traffic Volumes

A traffic survey was not performed for the intersection. Traffic occurring at this intersection is mostly generated during school days during drop-off and pick-up time.

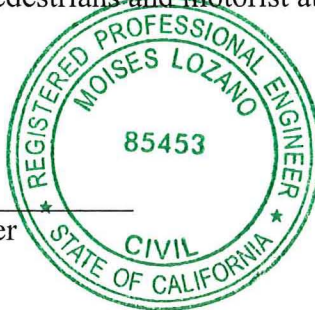
Conclusion(s)

Intersection sight distance is not adequate, causing poor visibility near the intersection due to the geometric configuration of the intersection. Engineering judgement determines that a Multi-Way Stop Application would be appropriate at this location. The installation of a Multi-Way Stop will allow motorist to safely identify pedestrians and motorist at or approaching the intersection.

Signed:



Moises Lozano, Associate Engineer

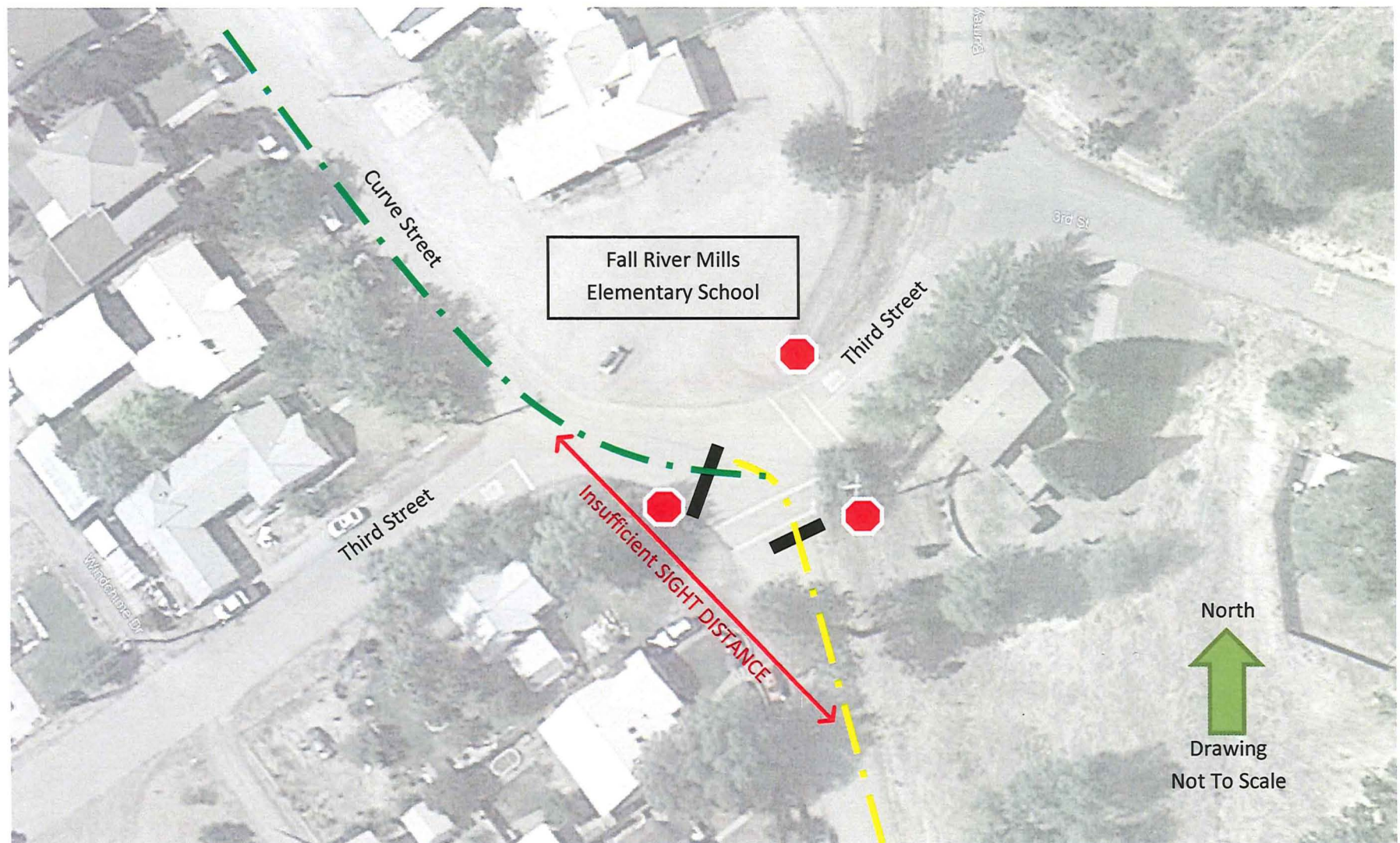


Date: 3/14/2018

Attachments:

Drawing

Intersection Layout for Curve Street at Third Street



REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS

BOARD MEETING DATE: March 27, 2018

CATEGORY: Consent - Public Works-8.

SUBJECT:

Front Street Rehabilitation – Permission to Advertise

DEPARTMENT: Public Works

Supervisory District No. : 5

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

STAFF REPORT APPROVED BY: Pat Minturn, Public Works Director

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

RECOMMENDATION

Take the following actions regarding the “Front Street (1H02A) Rehabilitation Project,” Contract No. 704009: (1) Find the project categorically exempt in conformance with the California Environmental Quality Act (CEQA) Guidelines Section 15301, Class 1-Existing Facilities; (2) approve plans and specifications and direct the Public Works Director to advertise for bids; and (3) authorize opening of bids on or after April 19, 2018, at 11 a.m.

SUMMARY

Pavement rehabilitation is proposed along Front Street and Main Street in Cottonwood.

DISCUSSION

Front Street is a two-lane road. Very wide shoulders accommodate diagonal parking. Truck traffic has severely impacted the travel lanes. The adjoining shoulders are still in good shape. Staff proposes to selectively grind out and replace pavement. An asphaltic emulsion (slurry) will be applied across the entire roadway to seal cracks and extend pavement life. Incidental pedestrian improvements are also proposed.

This is the first in a series of road and bridge projects which are currently in design. A large overlay project will target select arterials this summer. Several bridge replacement and road widening projects will soon go to bid. These projects will be funded through gas tax receipts, including state and federal grants.

ALTERNATIVES

The Board may decline to advertise for bids at this time. Pavement deterioration will continue.

OTHER AGENCY INVOLVEMENT

County Counsel has approved the contract documents as to form. Risk Management has reviewed and approved the contract

documents. The County Administrative Office has reviewed this recommendation.

FINANCING

The total cost of the project is estimated to be \$275,000. Adequate funds are included in the Adopted FY 2017/18 Road Fund budget. There is no General Fund impact.

REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS

BOARD MEETING DATE: March 27, 2018

CATEGORY: Consent - Public Works-9.

SUBJECT:

HHSA Access Control System Project – Award

DEPARTMENT: Public Works

Health and Human Services Agency-Business and Support Services

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

Award to the lowest responsive and responsible bidder, World Telecom & Surveillance Inc., on a lump sum basis, the contract for the “HHSA Access Control System Project,” Contract No. 610487, in the amount of \$116,864.95.

SUMMARY

It is recommended that the Board award the HHSA Access Control System Project to the low bidder.

DISCUSSION

The Health & Human Services Agency (HHSA) proposes to standardize and expand their cardlock system. On March 8, 2018, two bids were received for the construction contract. World Telecom & Surveillance Inc. from Redding was the low bidder.

ALTERNATIVES

The Board may reject all bids and rebid or decline to proceed with the project at this time. Costs would likely increase or HHSA will continue to use myriad keys and key cards for access.

OTHER AGENCY INVOLVEMENT

HHSA initiated the project. County Counsel has approved the contract documents as to form. Risk Management has reviewed and approved the contract documents. The recommendation has been reviewed by the County Administrative Office.

FINANCING

The total cost of the HHSA Control Access System Project is estimated to be \$260,000. Adequate funds have been included in the Adopted 2017/18 HHSA budget. There is no additional General Fund impact.

ATTACHMENTS:

Description	Upload Date	Description
Bid Summary Detail	3/12/2018	Bid Summary Detail

BID SUMMARY DETAIL HHSA Access Control System Project, Multiple Locations, Redding/Shasta Lake, CA
 BID OPENING DATE: 03/08/2018
 CONTRACT NO. : 610487

STATE OF CALIFORNIA
 COUNTY OF SHASTA
 DEPARTMENT OF PUBLIC WORKS

PREPARED BY: *Neil Mandy* DATE: 3/8/2018
 CHECKED BY: *[Signature]* DATE: 3/8/18

ENGINEER'S ESTM.

SHASTA COUNTY
 PUBLIC WORKS DEPT.

LOW BIDDER

World Telecom & Surveillance Inc.
 1819 Keystone Ct.
 Redding, CA 96003
 530-223-9753

2nd BIDDER

True Telecom & Surveillance
 3040 Bechelli Lane
 Redding, CA 96002
 530-945-2124

NO	TYPE	CODE	ITEM DESCRIPTION	UNITS	BID QUANTITY	UNIT PRICE	TOTAL
1	LS	1	HHSA Access Control System Project, Multiple Locations, Redding/Shasta Lake, CA	LS	1	\$ 121,443.00	\$ 121,443.00
				TOTALS		\$ 121,443.00	\$ 121,443.00

PERCENTAGE UNDER OR OVER ENGINEER'S ESTIMATE----->

UNIT PRICE	TOTAL
\$116,864.95	\$ 116,864.95
	\$ 116,864.95

-4%

UNIT PRICE	TOTAL
\$120,500.00	\$ 120,500.00
	\$ 120,500.00

-1%

REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS

BOARD MEETING DATE: March 27, 2018

CATEGORY: Consent - Public Works-10.

SUBJECT:

Old 44 Drive at Oak Run Creek Bridge – Permission to Advertise

DEPARTMENT: Public Works

Supervisory District No. : 5

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

STAFF REPORT APPROVED BY: Pat Minturn, Public Works Director

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

RECOMMENDATION

Take the following actions regarding the “Old 44 Drive (3H05) at Oak Run Creek (6C-389) Bridge Replacement Project,” Contract No. 705927: (1) Approve the plans and specifications and direct the Public Works Director to advertise for bids, contingent upon Caltrans authorizing release of construction programming; and (2) authorize the opening of bids on or after May 3, 2018, at 11 a.m.

SUMMARY

The Old 44 Drive at Oak Run Creek Bridge Replacement Project is ready to begin the bidding process.

DISCUSSION

The County is preparing to replace the Old 44 Drive at Oak Run Creek Bridge. The existing 20-foot wide bridge is functionally obsolete. A longer and wider concrete box girder bridge is proposed. The road will be closed to through traffic during construction.

Bridge funding has become scarce. This project has been waiting for an end-of-year funding opportunity. Caltrans has tentatively indicated that such funding will be available in early April. Staff proposes to advertise immediately thereafter for summer construction.

ALTERNATIVES

The Board may decline to initiate the work at this time. The existing bridge would remain in service.

OTHER AGENCY INVOLVEMENT

Caltrans oversees the project funding. County Counsel has approved the contract documents as to form. Risk Management has reviewed and approved the contract documents. The recommendation has been reviewed by the County Administrative

Office.

FINANCING

The total project cost estimate is \$2,920,000. Federal funds will cover 88.53%. Adequate funds are included in the Adopted FY 2017/18 Roads budget. There is no General Fund impact.

REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS

BOARD MEETING DATE: March 27, 2018

CATEGORY: Consent - Public Works-11.

SUBJECT:

Purchase Six Sheriff Patrol Vehicles

DEPARTMENT: Public Works
Sheriff

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

Take the following actions: (1) Approve and authorize the purchase of six Dodge Charger Pursuits under Request for Bid (RFB) No. 18-17; and (2) award to the low bidder, Crown Motors of Redding, California, under RFB No. 18-17, the purchase of six Dodge Charger Pursuits for a total price of \$176,185.14 (including all taxes and fees).

SUMMARY

Six Sheriff patrol cars are proposed for replacement.

DISCUSSION

Six Sheriff patrol cars have worn out and are scheduled for replacement. A Request for Bid (RFB) was issued to purchase six Dodge Charger Pursuit vehicles. Three bids were received. The low bidder was Crown Motors of Redding. On March 9, 2018, the 10-day protest period was initiated; no protests were received.

ALTERNATIVES

The Board may decline to purchase some or all of the vehicles at this time. Existing vehicles would remain in service. Maintenance and reliability issues may be anticipated.

OTHER AGENCY INVOLVEMENT

The Support Services Department-Purchasing Unit managed the RFB process. The County Administrative Office has reviewed this recommendation.

FINANCING

Adequate funds to replace the vehicles are included in the Adopted FY 2017/18 Fleet Budget. There is no additional General

Fund impact.

ATTACHMENTS:

Description	Upload Date	Description
Crown Motors Bid	3/15/2018	Crown Motors Bid
Elk Grove Auto Group Bid	3/15/2018	Elk Grove Auto Group Bid
SJ Denham Bid	3/15/2018	SJ Denham Bid

SPECIFICATIONS

Instructions:

- For each item specification, please indicate Yes or No to meeting specifications.
- Vendor to supply full and complete explanation of any deviations.
- Any attachment with additional information must reference the appropriate section of this specification.

		Technical Specifications	Meets Specifications Y/N	Deviation from Specifications
	Option Code	6 NEW DODGE CHARGER PURSUIT V6 RWD		
a.	ERB	V6 ENGINE	Y	
b.	27A	Quick order package	Y	
c.	TYL	P245/55R18 BSW Performance tires	Y	
d.	CW6	Deactivate rear doors/windows	Y	
e.	GXA	Fleet key alike FREQ 2	Y	
f.	XDV	Driver side ballistic panel	Y	
g.	XDG	Passenger side ballistic panel	Y	
h.	LBG	Front reading lamps	Y	
i.	AWC	Fleet Safety Group	Y	
j.	AYE	Patrol package base prep	Y	
k.	DR3	220mm rear axle	Y	
l.	LNK	LED spot lamps	Y	
m.	LNF	Left spot lamp	Y	
n.	LNA	Right spot lamp	Y	
o.	TBH	Full size spare bracket	Y	
p.	PX8	Pitch black clear coat	Y	
q.	C8X9	Black heavy duty cloth w/ rear bench	Y	

PRICING		Each	Quantity	Total
Taxable Y/N	DODGE CHARGER PURSUIT V6 RWD	\$27,344.00	X6	=\$164,064.00
N	Additional Fees:			
N	1. State Tire Tax	\$8.75	X6	=\$52.50
N	2. Registration Service Fee	\$29.00	X6	=\$174.00
	3.	\$	X6	=
	4.	\$	X6	=
	Sales Tax @ 7.25%			+\$11,894.64
	TOTAL FOR SIX (6) DODGE CHARGER PURSUIT V6 RWD			= \$176,185.14

Term are net 30 days
 Approximately 90-120 days order to delivery

COPY**RESPONDER INFORMATION**

RESPONDER MUST FILL IN APPROPRIATE SPACES AND BOXES BELOW.

Responder represents that he/she/it is one of the following (check appropriate):

- ☒ A regular dealer of the product(s) and/or service(s) quoted upon
- ☐ A manufacturer of the product(s) and/or service(s) quoted upon

Responder operates as:

- ☐ An Individual
- ☐ Partnership
- ☒ Corporation, incorporated in the State of: *California*
- ☐ Other entity (specify): Click here to enter text

Responder agrees to provide the requested service(s) and/or product(s) on the terms and conditions stated in the Offer for Choose an item. days following the deadline for receipt of Offer.

Elk Grove Auto Group
COMPANY NAME

Dwane Galatti
CONTACT NAME

8575 Laguna Grove Drive
STREET ADDRESS

Elk Grove Ca.	95757
CITY	STATE
	ZIP CODE

916-429-4702	916-421-0149
PHONE NUMBER	FAX NUMBER

dwanefleet@hotmail.com
E-MAIL ADDRESS

By signing, Responder represents that he/she has the authority to authorize this Offer and to bind the party on whose behalf his/her execution is made, and certifies that all information provided on this form and contained within the Offer are true. Signer acknowledges that if the Offer contains any false statements, the County may declare any contract, purchase order or agreement made as a result of the Offer to be void.


SIGNATURE OF PERSON AUTHORIZED TO SIGN RESPONSE

Dwane Galatti Fleet Sales Officer
PRINT OR TYPE SIGNER'S NAME AND TITLES

3/2/2018
DATE

SPECIFICATIONS

Instructions:

- For each item specification, please indicate Yes or No to meeting specifications.
- Vendor to supply full and complete explanation of any deviations.
- Any attachment with additional information must reference the appropriate section of this specification.

COPY

		Technical Specifications	Meets Specifications Y/N	Deviation from Specifications
	Option Code	6 NEW DODGE CHARGER PURSUIT V6 RWD		
a.	ERB	V6 ENGINE	Y	
b.	27A	Quick order package	Y	
c.	TYL	P245/55R18 BSW Performance tires	Y	
d.	CW6	Deactivate rear doors/windows	Y	
e.	GXA	Fleet key alike FREQ 2	Y	
f.	XDV	Driver side ballistic panel	Y	
g.	XDG	Passenger side ballistic panel	Y	
h.	LBG	Front reading lamps	Y	
i.	AWC	Fleet Safety Group	Y	
j.	AYE	Patrol package base prep	Y	
k.	DR3	220mm rear axle	Y	
l.	LNK	LED spot lamps	Y	
m.	LNF	Left spot lamp	Y	
n.	LNA	Right spot lamp	Y	
o.	TBH	Full size spare bracket	Y	
p.	PX8	Pitch black clear coat	Y	
q.	C8X9	Black heavy duty cloth w/ rear bench	Y	

COPY

PRICING		Each	Quantity	Total
Taxable Y/N	DODGE CHARGER PURSUIT V6 RWD	\$27,500.00	X6	=\$165,000.00
	Additional Fees:			
N	1. <i>TIRE FEE</i>	\$8.75	X6	=\$52.50
	2.	\$	X6	=
	3.	\$	X6	=
	4.	\$	X6	=
	Sales Tax @ 7.25%			+\$11,962.50
	TOTAL FOR SIX (6) DODGE CHARGER PURSUIT V6 RWD		✕	=\$177,015.00

* Price based on State Contract 1-15-23-14A

RESPONDER INFORMATION

RESPONDER MUST FILL IN APPROPRIATE SPACES AND BOXES BELOW.

Responder represents that he/she/it is one of the following (check appropriate):

- ☒ A regular dealer of the product(s) and/or service(s) quoted upon
☐ A manufacturer of the product(s) and/or service(s) quoted upon

Responder operates as:

- ☐ An Individual
☐ Partnership
☒ Corporation, incorporated in the State of:
☐ Other entity (specify): Click here to enter text

Responder agrees to provide the requested service(s) and/or product(s) on the terms and conditions stated in the Offer for 60 days following the deadline for receipt of Offer.

SJ Denham Chrysler Jeep Dodge Ram
 COMPANY NAME

Ryan Denham
 CONTACT NAME

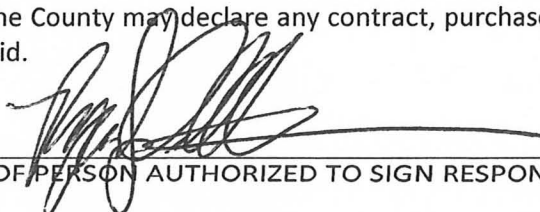
603 South Mount Shasta Blvd
 STREET ADDRESS

Mount Shasta CA 96067
 CITY STATE ZIP CODE

530 926 4817 530 926 1681
 PHONE NUMBER FAX NUMBER

ryan@sjdenham.com
 E-MAIL ADDRESS

By signing, Responder represents that he/she has the authority to authorize this Offer and to bind the party on whose behalf his/her execution is made, and certifies that all information provided on this form and contained within the Offer are true. Signer acknowledges that if the Offer contains any false statements, the County may declare any contract, purchase order or agreement made as a result of the Offer to be void.


 SIGNATURE OF PERSON AUTHORIZED TO SIGN RESPONSE

Ryan Denham, GM 2/26/2018
 PRINT OR TYPE SIGNER'S NAME AND TITLES DATE

SPECIFICATIONS

Instructions:

- For each item specification, please indicate Yes or No to meeting specifications.
- Vendor to supply full and complete explanation of any deviations.
- Any attachment with additional information must reference the appropriate section of this specification.

		Technical Specifications	Meets Specifications Y/N	Deviation from Specifications
	Option Code	6 NEW DODGE CHARGER PURSUIT V6 RWD		
a.	ERB	V6 ENGINE	Y	
b.	27A	Quick order package	Y	
c.	TYL	P245/55R18 BSW Performance tires	Y	
d.	CW6	Deactivate rear doors/windows	Y	
e.	GXA	Fleet key alike FREQ 2	Y	
f.	XDV	Driver side ballistic panel	Y	
g.	XDG	Passenger side ballistic panel	Y	
h.	LBG	Front reading lamps	Y	
i.	AWC	Fleet Safety Group	Y	
j.	AYE	Patrol package base prep	Y	
k.	DR3	220mm rear axle	Y	
l.	LNK	LED spot lamps	Y	
m.	LNF	Left spot lamp	Y	
n.	LNA	Right spot lamp	Y	
o.	TBH	Full size spare bracket	Y	
p.	PX8	Pitch black clear coat	Y	
q.	C8X9	Black heavy duty cloth w/ rear bench	Y	

PRICING		Each	Quantity	Total
Taxable Y/N	DODGE CHARGER PURSUIT V6 RWD	\$27899.00	X6	=\$167,394
	Additional Fees:			
	1.	\$80	X6	=\$480
	2.	\$8.75	X6	=\$52.50
	3.	\$	X6	=
	4.	\$	X6	=
	Sales Tax @ 7.25%			+\$12,170.87
	TOTAL FOR SIX (6) DODGE CHARGER PURSUIT V6 RWD			=\$180,097.37

REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS

BOARD MEETING DATE: March 27, 2018
CATEGORY: Consent - Resource Management-12.

SUBJECT:
Regional application to the California Department of Resources, Recycling, and Recovery for Beverage Container Recycling City/County Payment Program, Fiscal Year 2017/2018.

DEPARTMENT: Resource Management

Supervisory District No. : ALL

DEPARTMENT CONTACT: Richard W. Simon, Director of Resource Management, 225-5789

STAFF REPORT APPROVED BY: Richard W. Simon, Director of Resource Management

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

RECOMMENDATION

Adopt a resolution which: (1) Authorizes the Department of Resource Management to submit a regional application as Regional Lead Participant on behalf of Shasta County and the Cities of Anderson and Shasta Lake (as participating jurisdictions) for CalRecycle’s Beverage Container Recycling City/County Payment Program (“CalRecycle Program”); (2) appoints the Director of Resource Management, or his/her designee, as Signature Authority to execute CalRecycle Program related documents necessary to implement and secure payment and to revise the list of participating jurisdictions as necessary and with the agreement of the participating jurisdiction; and (3) provides the resolution will be effective for five years from date of adoption.

SUMMARY

Pursuant to Section 14581(a)(4)(A) of the California Beverage Container Recycling and Litter Reduction Act, CalRecycle is required to distribute a total of \$10.5 million, through the City/County payment program, for beverage container recycling and litter cleanup activities. Each county may receive a minimum of \$10,000 while cities are eligible for \$5,000, or an amount based on per capita population and calculated by CalRecycle. Shasta County is eligible for \$17,251. CalRecycle encourages cities and counties to jointly apply for the funds. The Department of Resource Management is recommending that Shasta County, in regional agreement with the Cities of Anderson and Shasta Lake, apply for approximately \$27,251 in grant funds for the Shasta County Beverage Container Recycling City/County Payment Program. The County, City of Anderson, and City of Shasta Lake have continued partnering since 2000, when the Shasta County Waste Management Agency was formed.

DISCUSSION

CalRecycle is required to annually distribute these non-competitive funds to applying jurisdictions. CalRecycle will make a one-time advanced payment at the beginning of the fiscal year to cities and counties that submit the online application, including a required City/County Funding Request Form. The grant application, once CalRecycle accepts this funding

request, is considered the grant agreement. CalRecycle may periodically do a desk audit and an Annual Report is now required 24 months after the payment has been made. Once documentation is received and the list of proposed expenditures approved, a check will be issued for approximately \$27,251 to the County. Both the County's and the Cities' payments will be combined into one payment to the County. Funds will be used to support new program elements to meet Mandatory Commercial Recycling requirements focusing on businesses, and multi-family residential dwellings and to support the continuation of our Regional Recycling and Litter Reduction Program that provides recycling bins for use at schools, community events, marinas, and parks by purchasing recycling containers, advertising recycling locations, conducting public education, and applying staff time.

ALTERNATIVES

The Board may choose: (1) Decline the grant funds and discontinue the Regional Recycling and Litter Reduction Program, or (2) ask for more information. The application must be submitted by April 4, 2018, so a delay in authorizing the application would render the County ineligible for this round of funding.

OTHER AGENCY INVOLVEMENT

County Administrative Office has reviewed this recommendation. The cities of Anderson and Shasta Lake concur with the recommendations and have submitted Letters of Authorization authorizing the County of Shasta to apply and administer the program on their behalf.

FINANCING

The Beverage Container Recycling and Litter Reduction Program will be funded through CalRecycle's Beverage Container Recycling and Litter Reduction Funds. The FY 2017/2018 funds of approximately \$27,251 will be issued in approximately July 2018. The grant activity period is two years. The period to expend the funds is limited to 24 months from the date of payment. Unspent funds at the end of the term must be reimbursed by check to CalRecycle within 45 days. Revenues and expenditures have been included in the FY 2018/2019 budget process.

ATTACHMENTS:

Description	Upload Date	Description
Resolution CCPP FY17-18	3/22/2018	Resolution CCPP FY17-18

Payment Program – Regional Lead Participant

RESOLUTION NO. 2018-

**RESOLUTION OF THE SHASTA COUNTY BOARD OF SUPERVISORS
AUTHORIZING SUBMITTAL OF A REGIONAL PAYMENT
PROGRAM APPLICATION FOR THE BEVERAGE CONTAINER RECYCLING
CITY/COUNTY PAYMENT PROGRAM**

WHEREAS, pursuant to Public Resources Code sections 48000 et seq., 14581, and 42023.1(g), the Department of Resources Recycling and Recovery (CalRecycle) has established various payment programs to make payments to qualifying jurisdictions, including the Beverage Container Recycling City/County Payment Program; and

WHEREAS, in furtherance of this authority CalRecycle is required to establish procedures governing the administration of the payment programs; and

WHEREAS, the Beverage Container Recycling City/County Payment Program (the “Program”) allows regional participation; and

WHEREAS, CalRecycle’s procedures for administering the Program requires, among other things, a regional applicant’s governing body to declare by resolution certain authorizations related to the administration of the Program.

NOW, THEREFORE, BE IT RESOLVED that the Shasta County Board of Supervisors authorizes the County of Shasta, through its Department of Resource Management, to submit a regional application for the Program on behalf of Shasta County as Regional Lead Participant and the designated participating jurisdictions shown on the attached listing; and

BE IT FURTHER RESOLVED that the Shasta County Director of Resource Management, or his/her designee, is hereby authorized as Signature Authority to execute all Program related documents necessary to implement and secure payment; and

BE IT FURTHER RESOLVED that the Signature Authority is hereby authorized to revise the list of designated participating jurisdictions as necessary with each yearly application and with the agreement of the participating jurisdiction; and

BE IT FURTHER RESOLVED that this Resolution is effective for five (5) years from its date of adoption.

DULY PASSED AND ADOPTED this 27th day of March, 2018 by the Board of Supervisors of the County of Shasta by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:
RECUSE:

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

ATTEST:

LAWRENCE G. LEES
Clerk of the Board of Supervisors

By _____
Deputy

List of Participating Jurisdictions

1. City of Anderson
2. City of Shasta Lake

REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS

BOARD MEETING DATE: March 27, 2018

CATEGORY: Consent - Other Agencies-13.

SUBJECT:

Agreement with Shasta-Tehama-Trinity Joint Community College.

DEPARTMENT: County Service Area No. 1-County Fire

Supervisory District No. : All

DEPARTMENT CONTACT: Bret Gouvea, Deputy Chief, (530) 225-2401

STAFF REPORT APPROVED BY: Mike Hebrard, Fire Warden

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

RECOMMENDATION

Approve and authorize the Chairman to sign an agreement with Shasta-Tehama-Trinity Joint Community College District in the amount beginning at \$1,000 per year for joint use of the Shasta-Tehama-Trinity Joint Community College District Public Safety Center training facilities for a period of five years from date of last signing, with six optional five-year renewals.

SUMMARY

Shasta County Fire Department has partnered with various fire organizations and departments in an effort to unify training efforts and facilities. A new training consortium has formed called SHIELD. The member agencies of SHIELD include Shasta County Fire Department (SCFD), City of Redding Fire Department, Shasta College, CAL FIRE Northern Region, Fire Chief's Association of Shasta County, Trinity County Fire Chief's Association, Tehama County Fire Department, and Win River Casino.

The consortium, SHIELD, which includes Shasta College, has been working with the college to develop a regional fire training center referred to as the Regional Public Safety Training Center (Public Safety Center). The Public Safety Center will be located at Shasta College; therefore, an agreement was established for the use of the new facilities including Shasta College off-site locations in Weaverville, Burney, and Red Bluff.

The Public Safety Training Facilities Joint Use Agreement will enable SCFD to utilize the training center and off-campus facilities, and continue to participate in the planning and implementation of the remaining phases of the Public Safety Center development.

DISCUSSION

Throughout the 1980's and 1990's, multiple attempts were made by the various fire department organizations in Shasta County to secure grant funding for a regional fire training center through local philanthropic organizations. Those attempts failed mainly due to a lack of organization and coordination among the departments. The thought was funding support would come based on the merits of the project. However, much of the grant funding to support such a project required a fine-tuned proposal, matching funds, and specific criteria.

In 1998, the Shasta College Regional Fire Training Center Advisory Committee was formed to bring together regional fire organizations from Shasta, Trinity and Tehama counties to organize the effort. Over the course of three years, attempts were made to secure funding that would provide for a large-scale training center; meeting the needs for a regional fire training facility. Securing funding proved difficult as many of the local grant funding opportunities did not support the construction of buildings and the installation of infrastructure that was essential for the creation of the training facility. As administrations changed and the economy went through difficult times, the efforts to pursue a costly training facility were placed on hold.

In 2015, SHIELD was formed marking a significant moment in the north state where public safety has formally joined forces to execute a vision of providing frequent and affordable training courses jointly to meet the needs of all public safety organizations regionally. The group focuses specifically on the development of a multi-jurisdictional training system that will identify needs, offer various learning platforms, and provide for individual succession planning by cooperatively pooling resources to accomplish the plan. The formation of SHIELD and the construction of a regional fire training facility is a current goal and objective in the 2014 Shasta County Fire Department Master Plan.

Previously, each organization has provided for their training needs individually. When a department sent its members away for training, the costs associated were excessive, limiting the number of employees trained. The goal is to reduce, if not eliminate, the need to send employees away for training, as the training will now be offered locally. Through this collaborative effort, relationships will be forged and strengthened, culminating in a higher level of service to the public.

This joint effort will also extend to use of the Shasta College regional training grounds and facilities in Weaverville, Burney and Redding which will enable local agencies to offer state of the art training to meet the demands placed on today's public safety organizations. Over the past two years, plans for a regional fire training center have been developed in a unified effort by the member agencies as well as subject matter experts.

In 2017, Shasta County voters passed a bond measure for Shasta College to fund improvements of current campus infrastructure and buildings in addition to the construction of new classrooms including a regional fire training center. Shasta College has identified 14 acres on campus for the training center to be built. Tree removal has taken place and plans to begin construction of phase 1 of the Public Safety Center are underway. A rescue building and fire burn building have just been approved by the Department of State Architects (DSA) and the purchase of pre-engineered buildings is in process.

The Public Safety Training Facilities Joint Use Agreement will enable Shasta County Fire Department to

not only utilize the Public Safety Center and off-campus facilities, but also continue participation in the planning and implementation of the remaining phases of the project.

ALTERNATIVES

The Board may choose to not sign the agreement. SCFD will continue the practice of sending firefighters to alternate locations at a higher cost to the department. SCFD will not have input in the regional fire training facility and the use of the facility will come with a cost.

OTHER AGENCY INVOLVEMENT

The County Administrative Office has reviewed this recommendation. Legal Counsel from each member agency worked together on the Public Safety Training Facilities Joint Use Agreement. County Counsel has approved the Agreement as to form. Shasta County Risk Management has reviewed the Agreement.

Participating agencies in the Public Safety Training Facilities Joint Use Agreement are Shasta County, Tehama County, Trinity County, CAL FIRE, City of Redding, Shasta-Tehama-Trinity Joint Community College District, Shasta College Foundation, Fire Chiefs Association of Shasta County and Shasta County Training Bureau.

FINANCING

The agreement requires a contribution of \$1,000.00 per year. This cost will be absorbed into existing SCFD budget allocations. There is no additional General Fund Impact associated with this request.

ATTACHMENTS:

Description	Upload Date	Description
Public Safety Training Facilities Joint Use Agreement	3/16/2018	Public Safety Training Facilities Joint Use Agreement

PUBLIC SAFETY TRAINING FACILITIES JOINT USE AGREEMENT

This Agreement ("Agreement") is made and entered into as of the Effective Date (as defined herein), between Shasta-Tehama-Trinity Joint Community College District ("Shasta CCD"), Shasta College Foundation, County of Shasta, City of Redding, County of Tehama, Fire Chief's Association of Shasta County, Trinity County Fire Chief's Association, Cal Fire, and Shasta County Training Bureau, all of whom are collectively referred to in this Agreement as "the Parties" and individually referred to in this Agreement as "a Party." County of Shasta, City of Redding, County of Tehama, Fire Chief's Association of Shasta County, Trinity County Fire Chief's Association, the Department of Forestry and Fire Protection (CAL FIRE), and Shasta County Training Bureau are referred to in this Agreement as the "Participating Agencies." This Agreement is made with reference to the following recitals, each of which are incorporated into this Agreement and deemed a material part of this Agreement.

RECITALS

WHEREAS, Shasta CCD is organized and existing as a Community College District under the laws of the State of California.

WHEREAS, Shasta College Foundation ("Foundation") is organized and existing as a nonprofit domestic public benefit corporation under the laws of the State of California; the Foundation is an "auxiliary organization" of Shasta CCD as that term is used and defined in Education Code §72670 et seq.

WHEREAS, County of Shasta, through its Shasta County Fire Department, is organized and existing as a political subdivision of the State of California.

WHEREAS, City of Redding, through its Redding Fire Department, is organized and existing as a municipal corporation under the laws of the State of California.

WHEREAS, County of Tehama, through its Tehama County Fire Department, is organized and existing as a political subdivision of the State of California.

WHEREAS, the Fire Chief's Association of Shasta County is a domestic nonprofit corporation under the laws of the State of California.

WHEREAS, the Trinity County Fire Chief's Association is an unincorporated association whose members are the Fire Chiefs in Trinity County.

WHEREAS, CAL FIRE is an operating agency of the State of California; CAL FIRE provides training and related firefighter education services through its regional offices, including CAL FIRE Northern Region Training.

WHEREAS, the Shasta County Training Bureau is organized and existing as an unincorporated association whose members provide training and related firefighter education services to the Fire Departments in Shasta County.

WHEREAS, Shasta CCD is the fee owner of certain real property commonly described as 11555 Old Oregon Trail, Redding, California 96049 upon which Shasta CCD's Main Campus is situated ("Shasta College").

WHEREAS, the Shasta College campus has been improved by development and construction of various improvements and facilities, including improvements and facilities dedicated for public safety services training, which is commonly referred to as the Regional Public Safety Training Center ("Public Safety Center").

WHEREAS, public safety training conducted at the Public Safety Center includes, without limitation, the Shasta College Fire Technology Program that offers an in-service program and provides a pre-employment two-year program for community college students aspiring to enter the field of firefighting.

WHEREAS, in the November 2016 election, electorate within the Shasta CCD jurisdictional boundaries approved a Shasta CCD general obligation bond commonly known as Measure H; proceeds from issuance of Measure H general obligation bonds are intended in part for the development and construction of additional improvements and facilities at the Public Safety Center.

WHEREAS, the Public Safety Center is suitable for conducting the Shasta College Fire Technology Program and other firefighter training courses.

WHEREAS, by this Agreement, the Parties desire to establish the terms and conditions for their joint use of the Public Safety Center for firefighter training purposes and allocation of responsibilities among the Parties relating to the operation, maintenance and administration of the Public Safety Center.

WHEREAS, Shasta CCD is authorized by law, pursuant to Education Code §81420, to enter into joint use and joint occupancy agreements for joint use and occupancy of Shasta CCD property and facilities.

WHEREAS, Shasta CCD and the Participating Agencies understand that by jointly using the Public Safety Center, there is a mutually beneficial collaborative relationship, generating increased opportunities for instruction, training, certification, and employment of firefighters serving the counties of Shasta, Tehama, and Trinity.

NOW THEREFORE, for good and valuable consideration, the receipt and adequacy of which is acknowledged by the Parties, and each of them, the Parties agree as follows:

ARTICLE 1. PUBLIC SAFETY CENTER

1.1. Public Safety Center. The existing Public Safety Center, as well as the planned location of the improvements and new facilities that will collectively form the Public Safety Center, is more particularly identified in the circled portions of the Shasta CCD Campus Map attached hereto as Exhibit 1. For purposes of this Agreement, the Public Safety Center includes Interactive Television (ITV) classroom instruction, which will take place on Shasta CCD's Trinity Campus, located at 30 Arbuckle Court, Weaverville, CA 96093, and/or Shasta CCD's Tehama Campus, located at 770 Diamond Avenue, Red Bluff, CA 96080, which are collectively referenced as the "Classroom Centers." The Classroom Centers are identified in the Trinity Campus and Tehama Campus Maps attached hereto as Exhibit 2.

1.2. "As Is" Condition of Public Safety Center.

1.2.1. General. The Participating Agencies agree that their use of the Public Safety Center is in the "as is" condition of the Public Safety Center Site (and all existing facilities and improvements situated thereon) with all faults and defects whether known, unknown, latent or patent as may exist as of the Effective Date of this Agreement. The Participating Agencies acknowledge that Shasta CCD has afforded the Participating Agencies and their employees, agents and representatives the opportunity to examine the Public Safety Center and that based on such examination the Participating Agencies accept the Public Safety Center and their use thereof in its existing condition.

- 1.2.2. Existing Props. The Participating Agencies acknowledge that Shasta CCD has informed all Participating Agencies that props used for firefighter training purposes and situated at the Public Safety Center as of the date of this Agreement ("Existing Props") have been installed and constructed without prior approval or oversight by a building department or the Division of the State Architect ("DSA"). The foregoing notwithstanding, Shasta CCD has utilized the Existing Props for public safety training purposes without any recorded or known incidents of personal injury or other bodily harm resulting from the absence of DSA approval or oversight of the Existing Props installation. In light of the foregoing, Shasta CCD discourages Participating Agencies' use of the Existing Props, but use of the Existing Props by the Participating Agencies is not prohibited. If a Participating Agency elects to use the Existing Props for Firefighter Training purposes, by entering into this Agreement, the Participating Agency electing to use the Existing Props agrees to the following: (i) Shasta CCD has made full disclosure that the Existing Props were installed without building department or DSA approval or oversight; (ii) the Participating Agency assumes all risks of harm, danger, injury or other losses, damages or liabilities arising out of the Participating Agency's use of the Existing Props and arising out of an individual's use of the Existing Props under the Participating Agency's supervision and instruction; (iii) the Participating Agency using the Existing Props will specifically inform all individuals participating in any Firefighter Training using Existing Props that the Existing Props were constructed without DSA or building department oversight and require all such individuals to release Shasta CCD from liability arising in a manner out of construction of the Existing Props without DSA or building department oversight; and (iv) the Participating Agency electing to use the Existing Props shall defend, indemnify, and hold harmless Shasta CCD from any claims, demands, liabilities, actions or causes of action which arise out of the Participating Agency's election to use the Existing Props; the foregoing obligations of defense, indemnity, and hold harmless shall be assumed and discharged only by the Participating Agency electing to use the Existing Props.
- 1.3. Shasta CCD Representations. Shasta CCD has not made, and the Participating Agencies in executing and delivering this Agreement are not relying upon, any warranties, representations, promises or statements of Shasta CCD relating to the Public Safety Center, except as expressly set forth in this Agreement. Shasta CCD's representations relating to the Public Safety Center are limited to the following: (i) Shasta CCD holds fee title to the real property on which the Public Safety Center is situated free and clear of claims, liens or encumbrances; and (ii) subject to approval and/or ratification of this Agreement by Shasta CCD's Board of Trustees, Shasta CCD has the full right, power and authority to enter into this Agreement. Except as expressly set forth above, there are no other warranties or representations of Shasta CCD to the Participating Agencies relating to the Public Safety Center or the Participating Agencies' use or occupancy thereof.
- 1.4. Participating Agencies Representations. With the exception of CAL FIRE, each Participating Agency warrants and represents to other Participating Agencies and Shasta CCD that: (i) subject to the approval or ratification by the respective governing boards of each Participating Agency, funds will be annually appropriated or otherwise secured by each Participating Agency sufficient to fully and timely discharge its obligations under this Agreement; and (ii) subject to the approval or ratification of this Agreement by the respective governing boards of each Participating Agency, each Participating Agency has the full right, power and authority to enter into this Agreement. CAL FIRE warrants and

represents to other Participating Agencies and Shasta CCD that it shall seek annual appropriations to fully and timely discharge its obligations under this Agreement and, subject to the approval of the California Department of General Services (DGS), that it has the authority to enter into this Agreement.

- 1.5. Shasta CCD Fee Ownership. At all times during the Term of this Agreement, fee title to the Public Safety Center along with all improvements and facilities now existing or which may be developed and constructed on the Public Safety Center during the Term of this Agreement shall remain vested solely in Shasta CCD.
- 1.6. Use and Occupancy of Public Safety Center. Shasta CCD and the Participating Agencies shall use and occupy the Public Safety Center, Classroom Centers, and improvements/facilities developed thereon solely and exclusively for firefighter training purposes. At all times during the Initial Term and all Renewal Terms, the Participating Agencies shall comply with the following requirements and limitations on the use and occupancy of the Public Safety Center and Classroom Centers.
 - 1.6.1. Alcohol. The sale, use or consumption of alcoholic beverages or alcoholic products is prohibited.
 - 1.6.2. Violation of Laws or Shasta CCD Policies. Use or occupancy inconsistent with or in violation of any applicable laws, statutes, ordinances, rules, regulations or Shasta CCD Board Policies is prohibited. The foregoing notwithstanding, the Shasta CCD Board Policy prohibiting firearms on Shasta CCD property shall not apply to personnel of a Participating Agency who are Law Enforcement, Arson Investigators, or Tactical EMS when such personnel are at the Public Safety Center and/or Classroom Centers and engaged in public safety training activities at the Public Safety Center and/or Classroom Centers. The Shasta CCD Board Policy prohibiting firearms shall apply to such personnel when such personnel are on any Shasta CCD property other than the Public Safety Center and/or Classroom Centers.
 - 1.6.3. Concessions; Sales of Products/Services. The Participating Agencies shall not permit, license or allow any sale of goods or services at the Public Safety Center and/or Classroom Centers.
 - 1.6.4. Executive Management Committee. The Executive Management Committee may promulgate rules, regulations and procedures ("Public Safety Center Rules") for use and occupancy of the Public Safety Center and Classroom Centers. The Parties' use and occupancy shall be in accordance with Public Safety Center Rules in effect at the time of use and occupancy of the Public Safety Center and Classroom Centers.
- 1.7. Term.
 - 1.7.1. Initial Term. The Initial Term of this Agreement shall be five (5) years, commencing as of the Effective Date of this Agreement, subject to earlier termination hereof pursuant to the terms of this Agreement. The Effective Date of this Agreement shall be the date when all Participating Agencies' governing boards have approved or ratified this Agreement, and, with respect to CAL FIRE, when DGS has approved this Agreement. Within three (3) days of a Participating Agency's governing board action approving or ratifying this Agreement, or, with respect to CAL FIRE, DGS approval of the Agreement, such Participating Agency shall notify all other Parties of such action. When all Participating Agencies have received

approval or ratification of this Agreement, Shasta CCD or the Foundation will notify all Parties of such action and the Effective Date.

- 1.7.2. Extended Terms. Shasta CCD grants to the Participating Agencies six (6) options to extend the Initial Term ("Extension Options"), each for an additional five (5) years ("Extended Terms") upon the following conditions: (i) the Extension Options are personal to the Parties and may not be transferred, assigned or exercised by an assignee of a Party; (ii) the Extension Options shall be exercised by each Participating Agency's written notice to Shasta CCD ("Extension Notice") delivered to Shasta CCD not more than one (1) year and not less than six (6) months prior to expiration of the Initial Term or an Extended Term, as applicable; (iii) the Participating Agency is not in default of a material obligation of the Party under this Agreement as of the date of an Extension Notice; and (iv) all terms, conditions and covenants of this Agreement (including modifications or amendment hereto effective prior to the commencement of an Extended Term) shall be applicable during an Extended Term.

ARTICLE 2. JOINT USE AND OCCUPANCY OF PUBLIC SAFETY CENTER

- 2.1. Joint Use of Public Safety Center. The Parties agree that subject to the terms of this Agreement, the Public Safety Center and Classroom Centers will be jointly used and occupied by Shasta CCD and the Participating Agencies for firefighter training purposes.
- 2.2. Executive Management Committee. The Parties agree to create an Executive Management Committee consisting of a representative of each of the Parties, who is authorized to act on behalf of and bind the Parties, subject to the approval or ratification by the Party's governing body, if applicable, for the purpose of addressing matters relating to the Parties' use of the Public Safety Center and/or implementing this Agreement. Members of the Executive Management Committee shall not receive any compensation for service on the Executive Management Committee but are entitled to reimbursement for any actual and necessary expenses incurred in the performance of their duties as a member of the Executive Management Committee. In no event shall the maximum cumulative reimbursement exceed One Thousand Dollars (\$1,000) in any fiscal year.
 - 2.2.1. Executive Management Committee Organization and Authority. The Chairperson of the Executive Management Committee shall be a Shasta CCD employee or officer. By majority vote, the Executive Management Committee may establish subcommittees of the Executive Management Committee and delegate responsibilities and authority to such subcommittees. The Executive Management Committee has the discretion to appoint a person and/or entity as a community member and delegate responsibilities and authority to such community member(s).
 - 2.2.2. Quorum and Votes Needed For Action. A majority of the Executive Management Committee members constitutes a quorum of the Executive Management Committee; a quorum is necessary for the Executive Management Committee to take action. Executive Management Committee decisions shall be made by a majority vote of the quorum present at an Executive Management Committee meeting noticed and called in accordance with this Agreement. The Executive Management Committee members may attend the Executive Management Committee meetings by telephone or videoconference and such attendance shall be deemed as being present at the meeting. If there is a tie vote, the deciding vote

shall be by the Shasta CCD Superintendent/President. Shasta CCD's Board of Trustees shall have the reasonable, good faith discretion to override the majority vote of the Executive Management Committee.

- 2.2.3. Executive Management Committee Meetings. Meetings of the Executive Management Committee to conduct business relating to the Participating Agencies' use and occupancy of the Public Safety Center must be noticed in writing to all Parties at least seventy-two (72) hours in advance of the meeting date/time. The Executive Management Committee Chairperson is responsible for issuing such written notice. Unless otherwise specified in a written meeting notice, Executive Management Committee meetings will be conducted at a facility located on the Shasta CCD campus.
- 2.2.4. Executive Management Committee Purposes. The Executive Management Committee is generally responsible for: (i) taking actions and delegating authority relating to scheduling and use of the Public Safety Center and/or Classroom Centers by the Participating Agencies and others; (ii) establishing procedures for routine, scheduled maintenance and upkeep of the Public Safety Center facilities, improvements and furniture, furnishings and equipment ("FFE") situated at the Public Safety Center and/or Classroom Centers; (iii) planning and implementing additional facilities/improvements or modifications to existing facilities/improvements; (iv) adding new Participating Agencies or removing Participating Agencies by majority vote; and (v) other matters relating to the administration of or implementation of this Agreement and the Parties' use/occupancy of the Public Safety Center and/or Classroom Centers.
- 2.2.5. Public Safety Center Use Priorities. The order of priority for scheduling use of the Public Safety Center shall be: (i) Shasta CCD firefighter training courses eligible for Full Time Equivalent Student (FTES) enrollment funds; (ii) Participating Agencies' training courses for their respective firefighter personnel to maintain firefighter certifications; (iii) revenue generating firefighter training courses offered by any of the Parties that are open to public enrollment; and (iv) other voluntary/non-credit firefighting training courses.
- 2.2.6. Public Safety Center Use Schedule. The Executive Management Committee is the sole authority for scheduling use of the Public Safety Center for firefighter training purposes by Shasta CCD and the Participating Agencies. Prior to each anniversary date of this Agreement, the Executive Management Committee shall develop a schedule for use of the Public Safety Center by Shasta CCD and Participating Agencies during the ensuing year ("Annual Schedule"). The Executive Management Committee shall develop and implement mechanisms for adjustments to the Annual Schedule. If there are conflicts in the Annual Schedule that are not resolved by the Executive Management Committee, the Executive Management Committee Chairperson is authorized to resolve such schedule conflicts based on the prioritized uses of the Public Safety Center established in this Agreement. The Executive Management Committee Chairperson's decisions on the Annual Schedule shall be final.
- 2.3. Development of Additional Public Safety Facilities with Measure H Funds. The intent of the proceeds from the issuance of Measure H general obligation bonds, in whole or in part, is for the development and construction of additional improvements and facilities at the Public Safety Center. The Parties have a right to participate in the programming and planning of the additional improvements and facilities contemplated by Shasta CCD for the

Public Safety Center. Notwithstanding the participation in the programming and planning by the Parties, Shasta CCD will have final authority to make decisions regarding the additional improvements and facilities made on the Public Safety Center. If the Executive Management Committee determines that financial contribution will be made by the Parties to finance the development, design and construction of the additional improvements and facilities, the Parties will make the financial contribution as determined by the Executive Management Committee; the financial contribution shall be limited to the Firefighter Training Course Revenue and/or Annual Contribution as described below. The additional Public Safety Center improvements and facilities developed, designed, and constructed using Measure H Funds will be subject to the jurisdiction of the Division of the State Architect ("DSA"), and all of the additional improvements and facilities shall be subject to DSA approval and oversight.

As required by the nature or scope of additional Public Safety Center improvements and facilities, Shasta CCD shall retain California licensed architects or engineers to complete Design Documents for additional Public Safety Center improvements and facilities. The Design Documents for additional Public Safety Center improvements and facilities shall be subject to review, approval or permitting by all regulatory agencies with jurisdiction over any portion of the additional Public Safety Center improvements and facilities. Construction or installation of additional Public Safety Center improvements and facilities shall be in accordance with the Design Documents reviewed, approved or permitted by the regulatory agencies. Upon the completion or installation of additional Public Safety Center improvements and facilities and as required by regulatory agencies with jurisdiction over the additional Public Safety Center improvements and facilities, Shasta CCD shall obtain all permits, approvals, certifications or other similar authorization to use the additional Public Safety Center improvements and facilities.

2.4. Firefighter Training Courses.

2.4.1. Firefighter Training Course Revenue. The Party ("Course Provider") providing or sponsoring a firefighter training course or class conducted on the Public Safety Center and/or Classroom Centers ("Firefighter Training Course") will submit the proposed Firefighter Training Course costs to the Executive Management Committee for review and acceptance. The Foundation will be responsible for maintaining the accounting for the revenue generated by the Firefighter Training Courses. The Course Provider will be responsible for maintaining the Firefighter Training Course records, which includes: (i) the number of attendees and names of individuals that registered for and attended the Firefighter Training Course; (ii) the anticipated revenue based on the number of registered attendees ("Anticipated Revenue"); and (iii) the actual revenue collected from the Firefighter Training Course attendees ("Actual Revenue"). The Executive Management Committee has the discretion to require additional recordkeeping requirements. The Course Provider will be responsible for ensuring that each Firefighter Training Course attendee has paid the required Firefighter Training Course cost prior to participating in the Firefighter Training Course. If the Actual Revenue collected is less than the Anticipated Revenue, the Course Provider will reimburse and pay the difference to the Foundation.

2.4.2. Joint Firefighter Training Course Revenue. If more than one Party provides a joint Firefighter Training Course ("Joint Course Providers"), the Executive Management Committee will delegate a designated Course Provider that will be responsible for the recordkeeping of the Firefighter Training Course, as described in Paragraph

- 2.4.1 above. If the Actual Revenue collected is less than the Anticipated Revenue, the amount of the difference between the Actual Revenue and Anticipated Revenue will be divided equally amongst the Joint Course Providers and reimbursed by the Joint Course Providers.
- 2.4.3. Transferring Revenue to the Foundation. The Course Provider responsible for the recordkeeping for the Firefighter Training Course shall, within thirty (30) days, transfer to the Foundation the following: (i) the revenue generated by the Firefighter Training Course or Joint Firefighter Training Course; and (ii) the reimbursement of any difference between the Anticipated Revenue and Actual Revenue.
- 2.4.4. Firefighter Training Course Completion Certificates. The Course Provider will be responsible for providing all attendees who successfully completed the Firefighter Training Course with Certificates of Completion, as required by the state and federal mandated firefighter training requirements.
- 2.5. Annual Contribution. The Parties acknowledge and agree that: (i) costs, fees and expenses, including but not limited to the operational services and capital improvements to the Public Safety Center and Classroom Centers, will necessarily be incurred to implement the intent and purpose of this Agreement; and (ii) such costs, fees and expenses shall be equally borne by Shasta CCD and the Participating Agencies, but shall be limited to the Annual Contribution and Firefighter Training Course Revenue, excluding any and all FTES enrollment funds. In order to fund and pay for costs, fees and expenses to implement this Agreement, each Participating Agency shall make an annual contribution in the amount of One Thousand Dollars (\$1,000) ("Annual Contribution"). The first Annual Contribution shall be made by all Participating Agencies to Shasta CCD within thirty (30) days of the Effective Date of this Agreement. The Annual Contribution shall be made payable to: The Shasta College Foundation. Each subsequent Annual Contribution shall be made within thirty (30) days of each anniversary date of this Agreement. The foregoing are material obligations of the Participating Agencies; failure to timely and fully make an Annual Contribution is an event of default. The Executive Management Committee reserves the right to adjust the Annual Contribution amount by majority vote and subject to approval by the Participating Agencies' governing bodies, or, with respect to CAL FIRE, approval by the Northern Region Chief.
- 2.5.1. Participating Agency Conditional Obligations. The Participating Agency's obligation to make payments of the Annual Contribution and any additional amount payable by the Participating Agency under this Agreement constitutes a then current obligation of the Participating Agency payable exclusively from legally available funds and shall not be construed to be an indebtedness within the meaning of any applicable constitutional or statutory limitation or requirement. Nothing contained herein constitutes a pledge of the general tax revenues or general funds of the Participating Agency or an obligation for which the Participating Agency is obligated to levy or pledge any form of taxation or for which the Participating Agency has levied or pledged any form of taxation.
- 2.5.2. Participating Agency Covenant to Budget and Appropriate for Annual Contribution. Each Participating Agency covenants to take such action as may be necessary to include all Annual Contribution due under this Agreement in each of its budgets during the Initial Term or Renewal Terms of this Agreement and to make the necessary annual appropriations for all Annual Contribution payments. With the exception of CAL FIRE, the Participating Agency will furnish to Shasta CCD, if

requested by Shasta CCD, copies of each proposed budget of the Participating Agency within three (3) days after it is placed on an agenda for consideration and adoption by the Participating Agency's Governing Board. During the Initial Term and Renewal Terms of this Agreement, the Participating Agency shall deliver to Shasta CCD a copy of the portion of the final budget adopted by the Participating Agency's Governing Board reflecting budget appropriation for payment of the Annual Contribution due hereunder within three (3) days of such action by the Participating Agency's Governing Board.

- 2.6. Operational Services. The Parties acknowledge and agree that the costs, fees and expenses for operational services shall be paid from the Annual Contribution and revenue generated from Firefighter Training Courses, excluding any and all Full Time Equivalent Student (FTES) enrollment funds. The Parties acknowledge and agree that Shasta CCD will cover all operational services, including costs, fees and expenses, for the first two (2) years of the Initial Term of this Agreement. Except for the Janitorial/Custodial/Landscaping Services described in Paragraph 2.6.4, after the first two (2) years of the Initial Term of this Agreement, the Parties acknowledge and agree that the costs, fees and expenses will be paid for by the Annual Contribution, as described in Paragraph 2.5, and the Firefighter Training Courses Revenue, as described in Paragraph 2.4. All excess costs, fees or expenses will be borne by Shasta CCD. All of the Annual Contributions and all of the Firefighter Training Courses Revenue shall be expended before excess costs, fees or expenses may be claimed from Shasta CCD.
 - 2.6.1. Utilities. Utility services to the Public Safety Center include water, sewer, electricity, and natural gas services. To the extent reasonably practicable, all utility services to the Public Safety Center shall be separately metered from utility services serving Shasta CCD.
 - 2.6.2. Voice/Data Services. Shasta CCD shall pay for all installation costs and other costs related to bringing voice/data services (telephone and other telecommunications services) to the Public Safety Center classroom facilities. Shasta CCD shall purchase, own, repair, and maintain any and all voice/data equipment installed at the Public Safety Center and Classroom Centers.
 - 2.6.3. Maintenance. During the Initial Term of this Agreement and during any Extended Term thereof, Shasta CCD shall be responsible for the performance of routine and scheduled maintenance of the Public Safety Center facilities, improvements and FFE. During the Initial Term of this Agreement and any Extended Term, Shasta CCD shall keep the Public Safety Center and Classroom Centers code compliant, in safe and good working order, and shall not allow any dilapidation, disrepair or significant deterioration of appearance to continue unrepaired. Maintenance shall further include, but shall not be limited to, renovations, repairs, or replacement of any improvements or any mechanical or operating systems located at the Public Safety Center or Classroom Centers. Maintenance costs shall be paid jointly by Shasta CCD and the Participating Agencies, as discussed in Paragraph 2.6 above.
 - 2.6.4. Janitorial/Custodial/Landscaping Services. Shasta CCD shall provide and pay for all janitorial, custodial, and landscaping services for the Public Safety Center.
 - 2.6.5. FFE, Supplies and Materials. Except for FFE situated at the Public Safety Center and/or Classroom Centers as of the Effective Date of this Agreement, each Participating Agency shall provide, at its own cost and expense, all necessary and appropriate FFE, supplies and materials for their respective use of the Public

Safety Center and Classroom Centers. FFE existing at the Public Safety Center and Classroom Centers, as of the date of this Agreement, is owned by Shasta CCD; notwithstanding use of such FFE by other Participating Agencies, ownership of such FFE remains vested solely in Shasta CCD. Title to FFE owned by Participating Agencies and relocated to the Public Safety Center and/or Classroom Centers for use under this Agreement shall remain vested solely in the Participating Agency relocating such FFE to the Public Safety Center and/or Classroom Centers. Unless otherwise expressly provided, FFE owned by the Parties and relocated to the Public Safety Center and/or Classroom Centers for use under this Agreement may be used by the Parties hereto without compensation or reimbursement to the Party which owns the FFE. FFE brought in or taken out of the Public Safety Center and/or Classroom Centers must be inventoried as determined by the Executive Management Committee. Each Party agrees to label its own FFE. All FFE must be fit for the intended purpose and in good working order. If any FFE is damaged or destroyed, the Party causing the damage or destruction is solely responsible for the costs to rebuild, replace, restore and/or repair the damaged or destroyed FFE to the condition existing immediately prior to the event of damage or destruction. Each Party contributing FFE to the Public Safety Center and/or Classroom Centers shall obtain and maintain policies of insurance covering the risk of loss, damage, and destruction of FFE. The risk of loss of the FFE due to theft, mischief, or vandalism shall be solely that of the Party contributing the FFE. Unless directed otherwise by the Executive Management Committee, the Party contributing the FFE bears the responsibility of replacing any loss of FFE due to theft, mischief, or vandalism.

2.7. The Foundation Fiscal Agent. The Parties designate the Foundation as the Fiscal Agent for the Parties relating to this Agreement. In its capacity as the Fiscal Agent, the Foundation shall: (i) establish and maintain books and records sufficient to establish separate accounting records of costs, fees and expenses and revenue generated from use of the Public Safety Center; and (ii) receive and account for contributions and donations of property, funds, services, and other financial resources from any source, including the Parties to this Agreement where such property, funds, services, and other financial resources are intended for and dedicated to the use and operation of the Public Safety Center. The Foundation shall maintain any and all ledgers, books of account, invoices, vouchers, cancelled checks, and other records or documents evidencing or relating to charges or expenditures and disbursements related to the joint use and charged to the Parties for a minimum period of three (3) years, or for any longer period required by the Laws, from the date of accrual of such charges or expenditures. Any records or documents required to be maintained by the Foundation pursuant to this Agreement shall be promptly made available by the Foundation for inspection or audit at no cost to a Participating Agency, upon written request by the Participating Agency.

2.8. Damage or Destruction to Public Safety Center.

2.8.1. Obligation to Rebuild. If facilities/improvements at the Public Safety Center, Classroom Centers or any portion thereof are damaged or destroyed through no fault or neglect of Shasta CCD or a Participating Agency, Shasta CCD shall rebuild, replace, restore and/or repair ("Damage Restoration") the damaged or destroyed Public Safety Center facilities to the condition existing immediately prior to the event of damage or destruction. Shasta CCD shall complete Damage

Restoration regardless of the extent of available insurance proceeds. If the insurance proceeds do not cover the entire Damage Restoration costs, the Damage Restoration costs shall be paid from, but limited to, the Annual Contributions and revenue generated from Firefighter Training Courses, excluding any and all FTES enrollment funds. This Agreement shall not be subject to termination on account of damage or destruction to any portion of the Public Safety Center facilities or Classroom Centers occurring without fault or neglect of Shasta CCD or the Participating Agencies, but this Agreement shall be equitably modified to reflect Shasta CCD's or the Participating Agencies' impaired use or occupancy of the portion of the damaged or destroyed Public Safety Center subject to the joint use rights of Shasta CCD and the Participating Agencies hereunder. Notwithstanding, and for purposes of clarity, any Party may withdraw from this Agreement upon thirty (30) days advance written notice, as articulated in Article 4.2.

2.8.2. Shasta CCD Obligation to Rebuild. If the Public Safety Center, Classroom Centers or any portion thereof are damaged or destroyed by the negligent or intentional conduct of Shasta CCD or a Participating Agency, Shasta CCD or the responsible Participating Agency shall complete Damage Restoration to restore the damaged or destroyed Public Safety Center or Classroom Centers to the condition existing immediately prior to the event of damage or destruction regardless of the extent of available insurance proceeds. This Agreement shall not be subject to termination on account of damage or destruction to any portion of the Public Safety Center or Classroom Centers occurring without fault or neglect of the Shasta CCD, but this Agreement shall be equitably modified to reflect the Participating Agency's impaired use or occupancy of the portion of the damaged or destroyed Public Safety Center or Classroom Centers damaged or destroyed by the negligent or intentional conduct of the Shasta CCD.

2.9. Hazardous Materials.

2.9.1. Hazardous Materials Defined. For purposes of this Agreement, the term "Hazardous Materials" shall mean any and all: (i) substances, products, by-products, waste, or other materials of any nature or kind whatsoever which is or becomes listed, regulated or addressed under any Environmental Laws (defined below); (ii) any materials, substances, products, by-products, waste, or other materials of any nature or kind whatsoever whose presence in and of itself or in combination with other materials, substances, products, by-products, or waste may give rise to liability under any Environmental Law or any statutory or common law theory based on negligence, trespass, intentional tort, nuisance, strict or absolute liability or under any reported decisions of any state or federal court; and (iii) any substance, product, by-product, waste or any other material which may be hazardous or harmful to the air, water, soil, environment or affect industrial hygiene, occupational, health, safety and/or general welfare conditions, including without limitation, petroleum and/or asbestos materials, products, by-products, or waste.

2.9.2. Environmental Laws Defined. The term "Environmental Laws" shall mean and include all federal, state, and local laws, statutes, ordinances, regulations, resolutions, decrees, and/or rules now or hereinafter in effect, as may be amended from time to time, and all implementing regulations, directives, orders, guidelines, and federal or state court decisions, interpreting, relating to, regulating or imposing

liability (including, but not limited to, response, removal, remediation and damage costs) or standards of conduct or performance relating to industrial hygiene, occupational, health, and/or safety conditions, environmental conditions, or exposure to, contamination by, or clean-up of, any and all Hazardous Materials, including without limitation, all federal or state lien or environmental clean-up statutes.

- 2.9.3. Prohibition on Hazardous Materials. The Participating Agencies and Shasta CCD agree that neither of them will cause or permit the use, storage, generation or otherwise place Hazardous Materials on the Public Safety Center, except as permitted by the Laws. The Participating Agencies and Shasta CCD shall defend, indemnify and hold harmless the other from any loss, claim, or expense resulting from the negligent or intentional violation of the foregoing.

2.10. Condemnation.

- 2.10.1. No Voluntary Conveyance. During the Term of this Agreement, neither the Shasta CCD nor any Participating Agency will voluntarily convey any interest in the Public Safety Center Site to any agency, authority or public utility under threat of a taking in lieu of formal proceedings in eminent domain, without the prior written consent of the other Parties, including the allocation of condemnation proceeds. For purposes of this Paragraph, all amounts paid pursuant to any agreement with any condemning authority which has been made in settlement of or under threat of any condemnation or other eminent domain proceeding affecting the Public Safety Center Site shall be deemed to constitute an award made in such proceeding and subject to the provisions of this Paragraph.
- 2.10.2. Total Taking. If there is a total taking of the Public Safety Center Site, this Agreement shall terminate on the date of the taking and the Participating Agencies shall not be entitled to any refund of any money previously paid by the Participating Agencies to Shasta CCD pursuant to this Agreement.
- 2.10.3. Substantial Taking. If there is a substantial taking of the Public Safety Center Site rendering the remainder of the Public Safety Center Site unusable by Participating Agencies for the purposes contemplated by this Agreement, the Participating Agencies shall have the right to terminate this Agreement, provided that the Participating Agencies electing to terminate this Agreement notify Shasta CCD in writing within thirty (30) days of such partial taking of the Participating Agency's intention to terminate the Agreement.
- 2.10.4. Partial Taking. If there is a partial and insubstantial taking of the Public Safety Center Site, this Agreement shall remain in full force and effect with respect to portions of the Public Safety Center Site not taken. Shasta CCD and the Participating Agencies shall in good faith negotiate and execute a written Amendment to this Agreement, which provides for an appropriate modification of its terms based on the partial taking.
- 2.10.5. Condemnation Proceeds. Any proceeds of the condemnation award, whether total, substantial or partial, shall be the exclusive property of Shasta CCD.
- 2.10.6. Temporary Taking. If all or any portion of the Public Safety Center is taken by any competent authority other than a Participating Agency or Shasta CCD for temporary use or occupancy, this Agreement shall continue in full force and effect, provided that Shasta CCD and the Participating Agencies will negotiate in good

faith to execute a written Amendment to this Agreement, which provides for an appropriate modification of its terms taking into account such temporary taking.

ARTICLE 3. INSURANCE AND INDEMNITY

- 3.1. Insurance. Each Party shall obtain and maintain throughout the term of this Agreement the following policies of insurance or participation in programs of self-insurance. Policies of insurance required by the following may be obtained by a Participating Agency through: (i) a commercial insurer; or (ii) a joint powers authority authorized to issue policies of insurance. The following Participating Agencies may satisfy the following insurance requirements by self-insurance: (i) Shasta County (Shasta County Fire Department); (ii) City of Redding (Redding Fire Department); (iii) Fire Chief's Association of Shasta County; (iv) CAL FIRE; and (v) Shasta County Training Bureau.
- 3.1.1. Property Casualty. Coverage for Property Casualty losses with minimum limits of at least One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) in the aggregate covering the risks of loss, damage or destruction of the Public Safety Center, Classroom Centers and any other improvements located on the Public Safety Center Site due to property casualties. Shasta CCD shall have the right to review the policies of Property Casualty Insurance obtained by a Participating Agency hereunder. If property covered by property casualty insurance or a program of self-insurance is damaged or destroyed, all proceeds shall be used to repair, replace or restore the damaged/destroyed property to the condition existing immediately prior to the event of damage/destruction.
- 3.1.2. General Liability. General Liability coverage with minimum limits of at least One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) in the aggregate in connection with its respective use and occupancy of the Public Safety Center, Classroom Centers and any other improvements located on the Public Safety Center Site, which covers claims arising out of the Participating Agency's use and occupancy of the Public Safety Center, Classroom Centers and any other improvements located on the Public Safety Center Site, including coverage for claims or damages due to bodily injury, death and damage/destruction to tangible property. The Participating Agency's policies of General Liability insurance shall name Shasta CCD as an Additional Insured. Upon request of Shasta CCD, the Participating Agencies shall provide reasonably satisfactory evidence of the liability insurance required hereunder.
- 3.1.3. Automobile Liability. Automobile Liability coverage with a combined limit of at least One Million Dollars (\$1,000,000) per accident against bodily injury and property damage liabilities.
- 3.1.4. Workers' Compensation and Employer's Liability. Coverage for Workers' Compensation in accordance with applicable law, and Employer's Liability coverage with limits of at least One Million Dollars (\$1,000,000).
- 3.1.5. Premiums and Deductibles. Premium costs for insurance policies to be obtained by an individual Participating Agency shall be borne solely and exclusively by that individual Participating Agency. In the event of a loss covered by any policy of insurance required of an individual Participating Agency under this Agreement, that individual Participating Agency shall be solely and exclusively responsible for the payment of the deductible, if any, required under such policy of insurance.

- 3.1.6. Adjustment of Insurance Requirements. Notwithstanding the foregoing description of specific policies of insurance and minimum coverage amounts for each specified policy of insurance, Shasta CCD shall have the right, at the start of each Extended Term, to require that the Participating Agencies procure additional or different policies of insurance and/or to adjust the minimum coverage limits for any policy of insurance by written notice to the Participating Agency ("Insurance Adjustment Notice"). Within thirty (30) days of the date of an Insurance Adjustment Notice, the Participating Agencies shall obtain the policy(ies) of insurance and/or cause the minimum coverage amount for a policy of insurance to be adjusted in accordance with each Insurance Adjustment Notice.
- 3.2. Indemnity. The Participating Agencies and Shasta CCD shall indemnify, defend and hold harmless the other and, as applicable, the other's employees, agents, representatives, officers, and Board of Trustees members from all claims, demands, liabilities, actions or causes of actions, whether in law or in equity, arising from the terms of this Agreement related to: (i) use and/or occupancy of the Public Safety Center and Classroom Centers by the Participating Agencies and/or individuals; and (ii) negligent, grossly negligent, or willful conduct.

ARTICLE 4. TERMINATION

- 4.1. Termination For Default. Either Shasta CCD or a Participating Agency may terminate this Agreement upon the default by a Party in its performance of a material obligation under this Agreement. The Executive Management Committee shall initiate the termination of the Agreement by notifying the defaulting Party of the following: (i) the material obligations which are in the default; (ii) measures required to cure the default; and (iii) the time for completing the cure of defaults ("the Termination for Default Notice"). If the defaulting Party shall not thereafter immediately commence cure actions and diligently prosecute the same to completion, without further action of either a Participating Agency or Shasta CCD, this Agreement shall terminate between the defaulting Party and the other non-defaulting Parties fourteen (14) days after the defaulting Party's receipt of the Termination for Default Notice. Notwithstanding the termination of the defaulted Party, this Agreement shall remain in full force and effect without modification for all remaining Parties. If the defaulting Party immediately commences cure actions and thereafter diligently prosecutes the same to completion, this Agreement shall remain in full force and effect, except that, regardless of whether any cure action is diligently prosecuted, the time to complete any cure action shall not take more than one hundred eighty (180) days.
- 4.2. Termination for Convenience. Any party may withdraw from this Agreement without cause upon thirty (30) days advance written notice ("Withdrawal Notice") to the other parties. The withdrawal of a Party from this Agreement will become effective thirty (30) days after the date of the Withdrawal Notice. Notwithstanding the withdrawal of a Party, the Agreement remains in full force and effect as to the other Parties without modification or amendment to the terms, conditions and covenants hereof. A Withdrawing Party shall not be entitled to reimbursement of any portion of the Withdrawing Party's Annual Contribution. Notwithstanding a Party's withdrawal from this Agreement, such Party shall remain liable for delivering Firefighter Training Course Revenue to the Foundation, pursuant to Article 2.4.3 hereof, for the Firefighter Training Courses sponsored or conducted by the Withdrawing Party prior to the withdrawal.

ARTICLE 5. GENERAL

- 5.1. Marginal Headings; Captions. The titles of the various Articles of this Agreement are for convenience of reference only and are not intended to and shall in no way enlarge or diminish the rights or obligations of a Participating Agency and Shasta CCD hereunder.
- 5.2. Cumulative Rights; No Waiver. Duties and obligations imposed by this Agreement and rights and obligations hereunder are in addition to and not in lieu of any imposed by or available at law or in equity. No action or failure to act by Shasta CCD or a Participating Agency hereunder shall be deemed a waiver of any right or remedy afforded hereunder or acquiescence or approval of any breach or default by the other.
- 5.3. Notices. Notices that either any of the Parties are required or desire to serve on the other Parties shall be valid only if addressed to the other Parties as set forth below or as modified by notice to the Party. Notices shall be effective only if transmitted by personal delivery requiring signature acknowledging receipt or by United States Mail, Certified, Return Receipt Requested, First Class, postage fully pre-paid.

Notices to Shasta CCD:

District Superintendent, President
Shasta-Tehama-Trinity Joint Community College District
P.O. Box 496006
Redding, CA 96049-6006

Notices to Shasta College Foundation:

Associate Vice President, Economics & Workforce Development
The Shasta College Foundation
P.O. Box 496006
Redding, CA 96049-6006

Notices to the Participating Agencies:

Division Chief, CAL FIRE
Shasta County Fire Department
875 Cypress Avenue
Redding, CA 96001

Fire Chief, City of Redding
Redding Fire Department
777 W. Cypress Avenue
Redding, CA 96001

Division Chief, CAL FIRE
Tehama County Fire Department
604 Antelope Blvd.
Red Bluff, CA 96080

Unit Chief, CAL FIRE
Fire Chief's Association of Shasta County
875 Cypress Avenue
Redding, CA 96001

Fire Chief, Weaverville Fire Department
Trinity County Fire Chief's Association
P.O. Box 1296
Weaverville, CA 96093

Battalion Chief, Training and Safety
CAL FIRE Northern Region Training
6105 Airport Road
Redding, CA 96002

Fire Captain, Training Bureau
Shasta County Training Bureau
875 Cypress Avenue
Redding, CA 96001

- 5.4. Relationship of the Parties. Under no circumstances shall this Agreement be construed as one of agency, partnership, joint venture or employment between Shasta CCD or any Participating Agency. Each Party acknowledges and agrees that it neither has, nor will give the appearance or impression of having any legal authority to bind or commit the other Parties in any way.
- 5.5. Severability. If any provision of this Agreement is deemed illegal, invalid, unenforceable or void by any court of competent jurisdiction, such provision shall be deemed stricken and deleted herefrom, but all remaining provisions will remain and continue in full force and effect.
- 5.6. Modifications. No provision of this Agreement shall be modified except by written instrument duly executed by all of the Participating Agencies and Shasta CCD. No modification to this Agreement shall be valid, binding or enforceable unless such modification is reflected in a written instrument duly executed by all of the Participating Agencies and Shasta CCD.
- 5.7. Negotiated Document. This Agreement is a negotiated document and shall not be interpreted for or against any Party by reason of the fact that such Party may have drafted this Agreement or any of its provisions.
- 5.8. Mandatory Mediation. All claims, disputes and other matters in controversy between the Parties arising out of or pertaining to this Agreement shall be submitted for resolution by non-binding mediation conducted under the auspices of the Judicial Arbitration Mediation Service ("JAMS") and the Comprehensive Arbitration Rules and Procedures of JAMS in effect at the time that a Demand For Mediation is filed. The commencement and completion of mediation proceedings pursuant to the foregoing is a condition precedent to the commencement of judicial dispute resolution proceedings pursuant to Paragraph 5.9 below.
- 5.9. Judicial Dispute Resolution. Claims not fully resolved by the mediation proceedings described in Paragraph 5.8 shall be resolved by judicial proceedings. Jurisdiction over claims and judicial proceeding for resolution of Claims is the Superior Court of California, County of Shasta, and venue for such proceedings shall be the Redding Main Courthouse.
- 5.10. Authority. Each individual executing this Agreement on behalf of a Party hereto warrants and represents to the other Parties that she/he is duly authorized to execute this

Agreement on behalf of such Party. Notwithstanding authority of each signatory hereto, if contracts of any Participating Agency are subject to ratification or approval by the governing board of such Participating Agency, or with respect to CAL FIRE, the approval of DGS, this Agreement is not binding and enforceable against such Participating Agency until this Agreement has been ratified or approved by the Participating Agency's governing board, or with respect to CAL FIRE, approval by DGS.

- 5.11. Entire Agreement. This Agreement and the following constitutes the entire agreement and understanding between the Parties concerning the subject matter hereof, replacing and superseding all prior agreements or negotiations, whether written or verbal. No term or condition of this Agreement shall be modified or amended except by writing executed on behalf of the Parties. The following form a part of this Agreement:

Exhibit 1 Shasta CCD Main Campus Map

Exhibit 2 Shasta CCD Trinity Campus and Tehama Campus Map

IN WITNESS HEREOF, the Parties have executed this Agreement as of the date set forth above.

"DISTRICT"

SHASTA-TEHAMA-TRINITY JOINT
COMMUNITY COLLEGE DISTRICT

"AUXILIARY ORGANIZATION"

SHASTA COLLEGE FOUNDATION

By: _____

Title: _____

By: _____

Title: _____

"PARTICIPATING AGENCY"

COUNTY OF SHASTA
SHASTA COUNTY FIRE DEPARTMENT

"PARTICIPATING AGENCY"

CITY OF REDDING
REDDING FIRE DEPARTMENT

Date: _____

By: _____

Title: _____

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

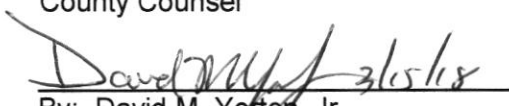
ATTEST:

LAWRENCE G. LEES
Clerk of the Board of Supervisors


By: _____

Deputy

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


By: David M. Yorton, Jr.
Senior Deputy County Counsel

RISK MANAGEMENT APPROVAL


By: James Johnson
Risk Management Analyst II

"PARTICIPATING AGENCY"
COUNTY OF TEHAMA
TEHAMA COUNTY FIRE DEPARTMENT

By: _____

Title: _____

"PARTICIPATING AGENCY"
FIRE CHIEF'S ASSOCIATION OF SHASTA
COUNTY

By: _____

Title: _____

"PARTICIPATING AGENCY"
TRINITY COUNTY FIRE CHIEF'S
ASSOCIATION

By: _____

Title: _____

"PARTICIPATING AGENCY"
CAL FIRE

By: _____

Title: _____

"PARTICIPATING AGENCY"
SHASTA COUNTY TRAINING BUREAU

By: _____

Title: _____

EXHIBIT 1
SHASTA CCD MAIN CAMPUS MAP

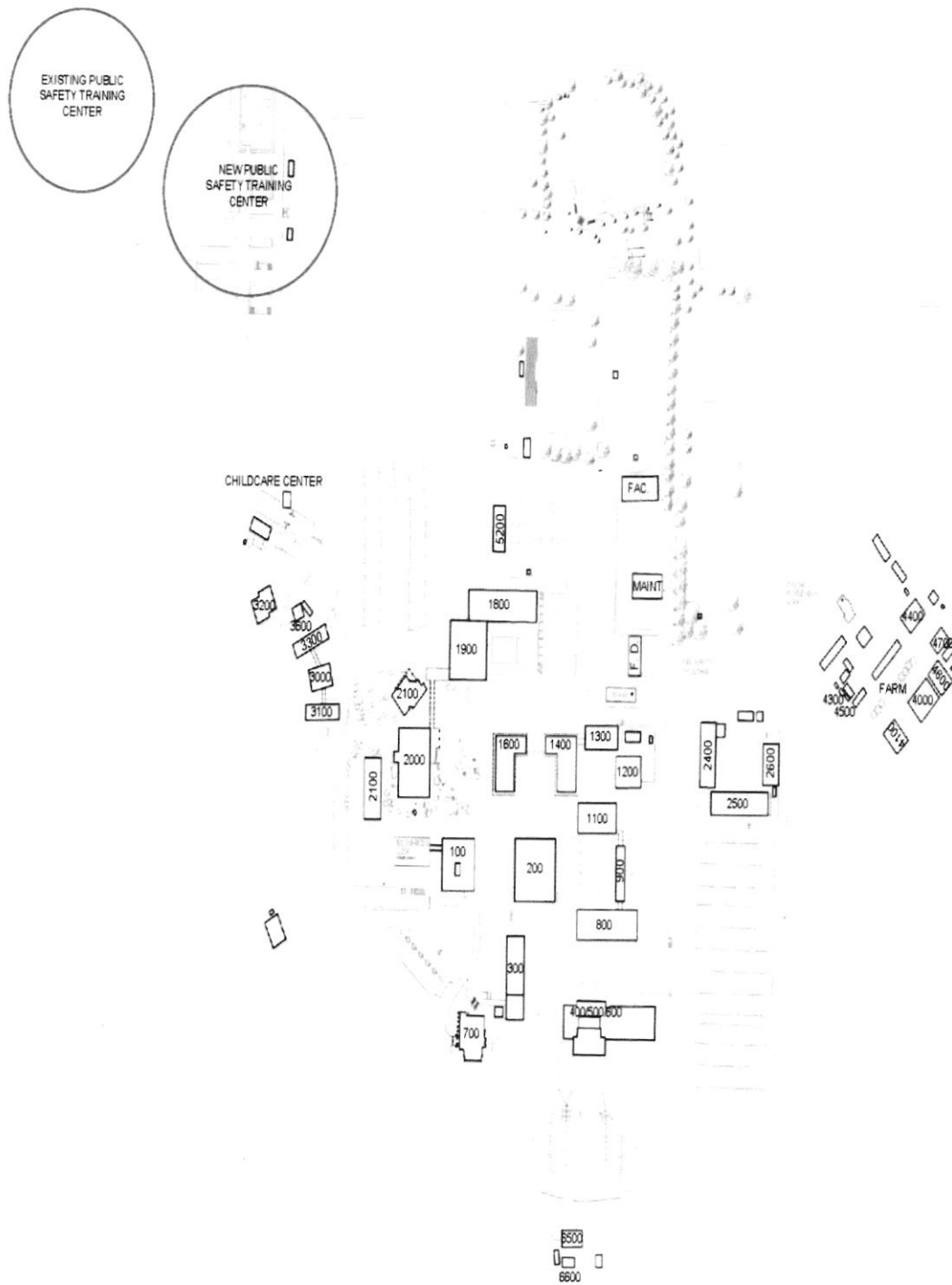
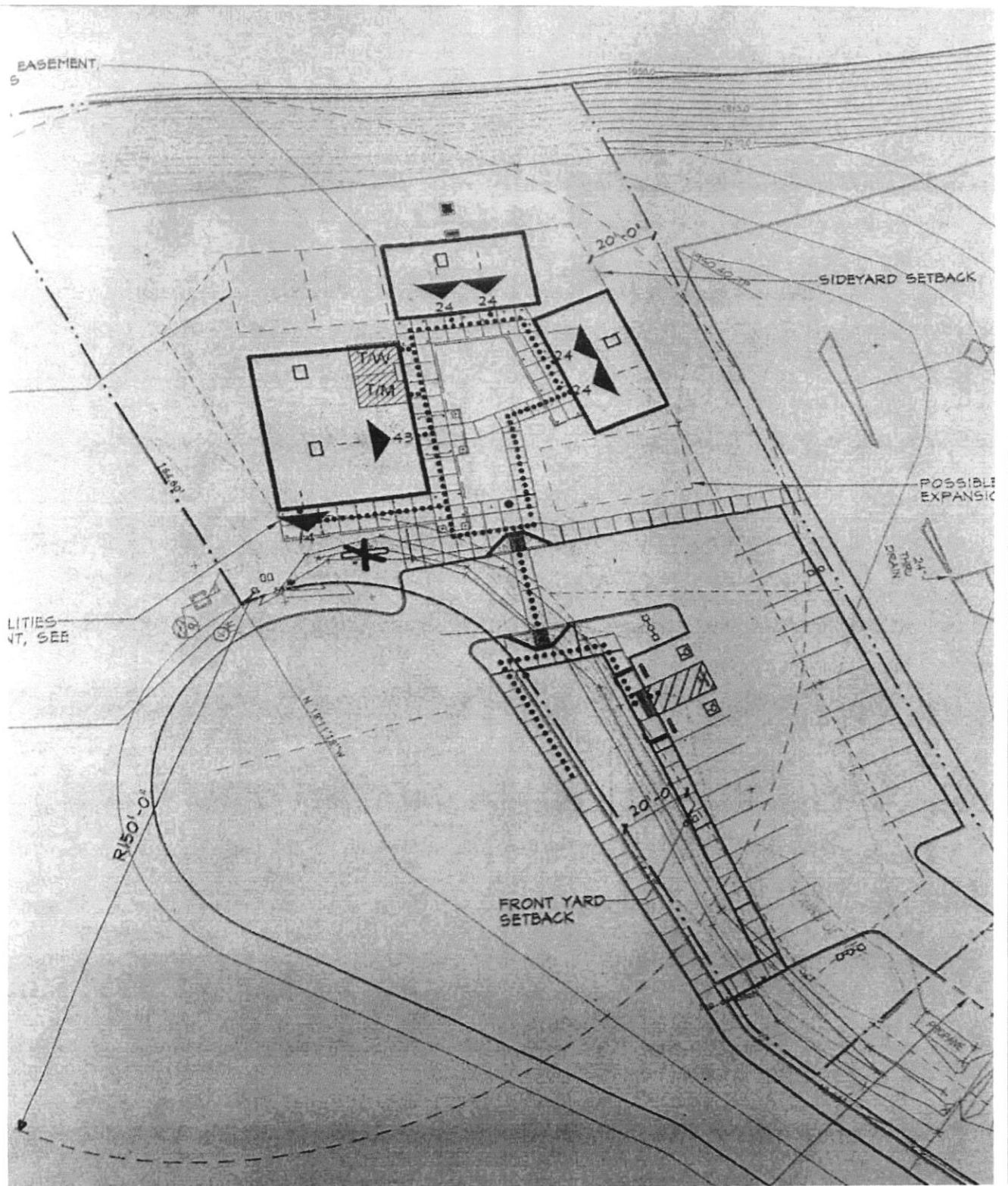


EXHIBIT 2
SHASTA CCD TRINITY CAMPUS AND TEHAMA CAMPUS MAP





EXISTING CAMPUS PLAN
TEHAMA CAMPUS

REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS

BOARD MEETING DATE: March 27, 2018

CATEGORY: Regular - General Government-7.

SUBJECT:

Public Safety Workshop Follow-Up

DEPARTMENT: Administrative Office

Supervisory District No. : All

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

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

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

RECOMMENDATION

Take the following actions: (1) Receive a report from the County Executive Officer in response to Board direction during a previous public workshop in which jail capacity, mental health, rehabilitation, impact of legislation, and other topics relating to public safety in Shasta County were discussed; and (2) consider providing further direction to staff.

SUMMARY

N/A

DISCUSSION

At a special Board of Supervisors (Board) meeting held on February 7, 2018, the Board directed staff to return with a timeline, potential costs, and process as it relates to achieving approximately 60 additional jail beds in the current jail; to return with information regarding design timeline for remodeling the John Balma Justice Center Dept. 1 and Dept. 2 courtrooms into additional jail bed space; and to return with information regarding a presentation on review of current operations for possible efficiencies. The County Executive Officer will provide a report with this information and seek further direction from the Board.

ALTERNATIVES

The Board could choose not to receive the report or provide additional direction to staff at this time.

OTHER AGENCY INVOLVEMENT

The County Administrative Office prepared the recommendation.

FINANCING

There is no General Fund impact associated with receiving the report or receiving further direction from the Board.

REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS

BOARD MEETING DATE: March 27, 2018

CATEGORY: Regular - General Government-8.

SUBJECT:

Property Tax Exchange Resolution Related to Annexation of Unincorporated Territory by the City of Redding.

DEPARTMENT: Administrative Office

Supervisory District No. : 2

DEPARTMENT CONTACT: Larry Lees, County Executive Officer (530) 225-5561

STAFF REPORT APPROVED BY: Larry Lees, County Executive Officer

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

RECOMMENDATION

Adopt a resolution which: (1) Establishes property tax exchange terms related to Annexation No. AN-1-04 and Campo Calle Area –Westridge Plan, as identified by the City of Redding, for the annexation of unincorporated territory to the City of Redding and detachment of that area from County Service Area # 1 – Fire Protection (CSA #1) and County Service Area # 15 – Street Lighting (CSA # 15); and (2) authorizes the County Executive Officer to sign any documents pertaining to implementation of the resolution and act as the Board of Supervisors representative in the related tax exchange matter.

SUMMARY

DISCUSSION

The City of Redding (“City”) submitted an application to the Shasta Local Agency Formation Commission (“Shasta LAFCO”) to annex approximately 63.96 acres of unincorporated territory in Shasta County (“County”) to the City. A map of the area to be annexed by the City is attached.

The proposed annexation area (the “Annexation”) is comprised of 22.78 currently developed acres referred to as the Campo Calle area, 37.83 acres of vacant land referred to as the Greenview area, 2.41 acres of a vacant parcel with relatively steep terrain referred to as the McCulloch area, and 0.94 acres of Placer Road.

As part of the annexation process, pursuant to Revenue and Taxation Code section 99, the County and the City negotiated the amount of property tax revenues to be exchanged between them. Also, the Auditor-Controller will work with the State Board of Equalization to establish a new Tax Rate Area (TRA) for the Annexation area prior to allocation and distribution of property tax revenue.

The proposed resolution provides for the following property tax sharing terms:

Base Year Tax Revenue:

- To the County, 100 percent of base year property tax revenue allocated to the County for Fiscal Year 2017-2018.

To the City, 0 percent of base year property tax revenue allocated to the County for Fiscal Year 2017-2018.

- To CSA # 1, 100 percent of the base year property tax revenue allocated to CSA #1 for Fiscal Year 2017-2018.

To the City, 0 percent of base year property tax revenue allocated to CSA # 1 for Fiscal Year 2017-2018.

- To the Shasta County Water Agency, 0 percent of the base year property tax revenue allocated to the Shasta County Water Agency commencing the first fiscal year following the date the new Tax Rate Area appears on the State Board of Equalization's Tax Rate Area Chart.

To the City, 100 percent of the base year property tax revenue allocated to the Shasta County Water Agency commencing the first fiscal year following the date the new TRA appears on the State Board of Equalization's Tax Rate Area Chart.

- To each Special District ((as defined in Revenue & Taxation Code Section 95(m)) affected by the Annexation, except the Shasta County Water Agency, 100 percent of the base year property tax revenue allocated to each Special District.

To the City, 0 percent of the base year property tax revenue allocated to all Special Districts affected by the Annexation.

Annual Property Tax Increment Revenue:

- To the County, 100 percent of the current annual property tax increment revenue allocated to the County of Shasta prior to the first fiscal year following the date the new TRA appears on the State Board of Equalization's Tax Rate Area Chart.

- To the County, 40 percent of future annual property tax increment revenue allocated to the County the first fiscal year following the date the new TRA appears on the State Board of Equalization's Tax Rate Area Chart. Said monies are to be designated for Shasta County adult and juvenile custodial operations.

- To the City, 60 percent of future annual property tax increment revenue allocated to the County commencing the first fiscal year following the date the new TRA appears on the State Board of Equalization's Tax Rate Area Chart

- To CSA # 1, 100 percent of the annual property tax increment revenue allocated to CSA # 1.

- To the Shasta County Water Agency, 0 percent of the annual property tax increment revenue allocated to the Shasta County Water agency commencing the first fiscal year following the date the new TRA appears on the State Board of Equalization's Tax Rate Area Chart.

To the City, 100 percent of the annual property tax increment revenue allocated to the Shasta County Water Agency commencing the first fiscal year following the date the new TRA appears on the State Board of Equalization's Tax Rate Area Chart.

- To each Special District affected by the Annexation, except the Shasta County Water Agency, 100 percent of the annual property tax increment revenue allocated to each Special District.

To the City, 0 percent of the annual property tax increment revenue allocated to all Special Districts, except for the Shasta County Water Agency, affected by the Annexation.

Detachments

Provided in the application submitted by the City, the Annexation would be detached from County Service Area #1- Fire Protection (CSA #1) and County Service Area #15 – Street Lighting.

Revenue & Taxation Code 99(b)(5) provides:

“In the event that a jurisdictional change would affect the service area or service responsibility of one or more special districts, the board of supervisors of the county or counties in which the districts are located shall, on behalf of the district or districts, negotiate any exchange of property tax revenues. Prior to entering into negotiation on behalf of a district for the exchange of property tax revenue, the board shall consult with the affected district. The consultation shall include, at a minimum, notification to each member and executive officer of the district board of the pending consultation and provision of adequate opportunity to comment on the negotiation.”

This statute provides the Shasta County Board of Supervisors with the discretion to determine, on behalf of special districts

(including CSA's) any property tax exchange with the City as it relates to the annexation. As previously outlined, the resolution submitted for the Board's approval provides that CSA #1 shall retain 100% of existing property tax revenues and 100% of all future growth property tax revenue.

Pursuant to an automatic aid agreement that currently exists between the County and the City, the City already provides a prearranged, automatic response to calls for service in the proposed area to be annexed by the City. This is in addition to response to calls for service provided by the Shasta County Fire Department in cooperation with CalFire. Therefore, fire protection services for the proposed area will not be affected.

The detachment of County Service Area #15 – Street Lighting would not affect current or future street lighting services.

Representatives from the City have indicated that a resolution with identical terms will also be submitted to the Redding City Council for approval.

The adoption of the proposed resolutions by the County and the City is a necessary step to complete the annexation process.

ALTERNATIVES

The Board could choose not to adopt the resolution or to alter its terms. If terms are altered with the City of Redding, further discussions would need to occur with the City to determine if the City is amiable to such alterations.

OTHER AGENCY INVOLVEMENT

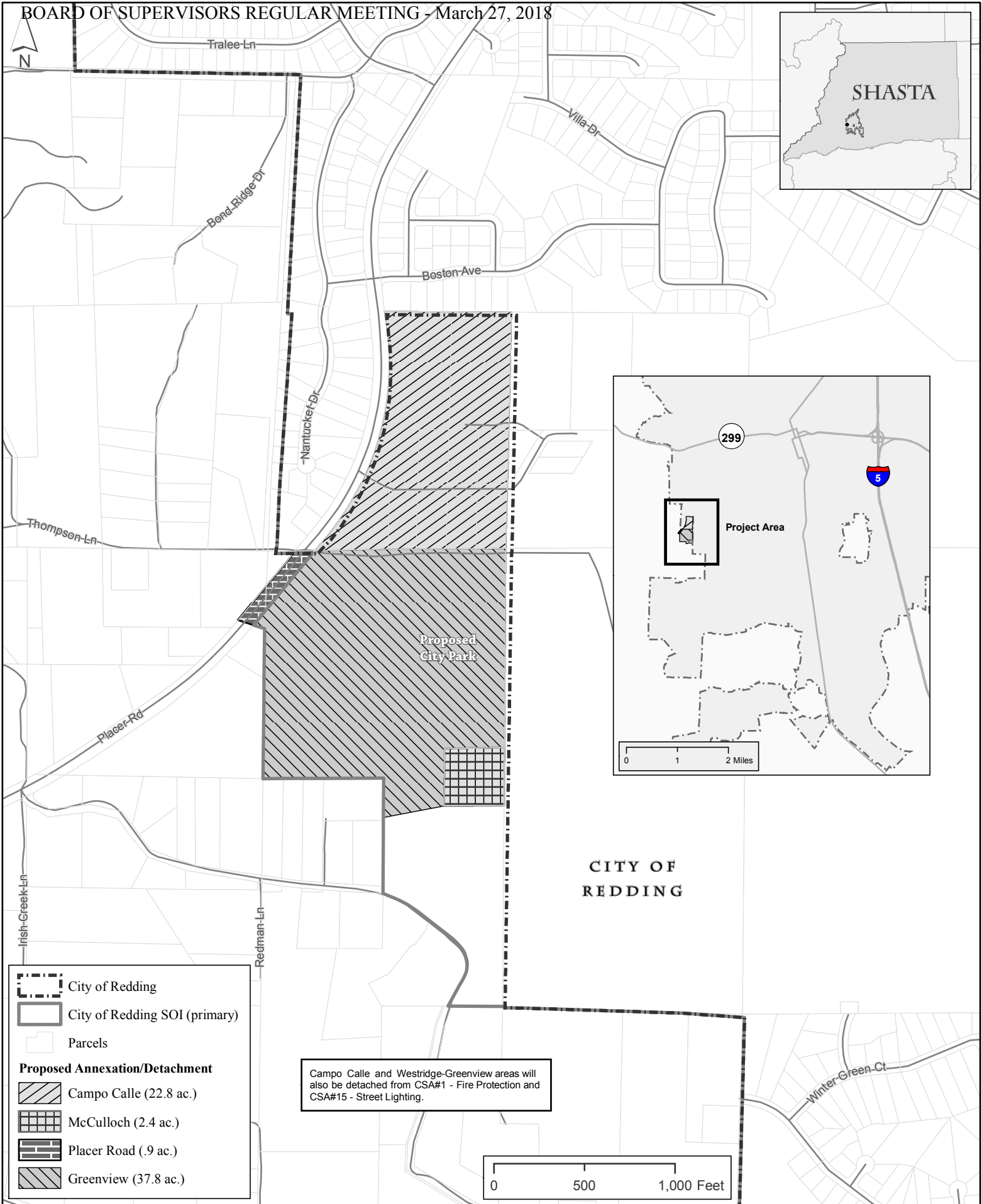
The Assessor-Recorder prepared the report identifying the assessed valuations for the affected territory. The Auditor-Controller provided the tax revenue estimates and notified affected districts. County Counsel has reviewed the resolution and approved it as to form. The County Administrative Office prepared the resolution and staff report.

FINANCING

If the annexation is approved and the City develops the property, there could be an increase in property taxes.

ATTACHMENTS:

Description	Upload Date	Description
Exhibit A	3/21/2018	Exhibit A
Resolution	3/22/2018	Resolution



Proposed City of Redding Annexation CSA#1 & CSA#15 Detachment

Figure

RESOLUTION NO. 2018-__

**RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COUNTY OF SHASTA
PERTAINING TO AN EXCHANGE OF PROPERTY TAX REVENUE RELATED TO
AN ANNEXATION BY THE CITY OF REDDING**

WHEREAS, Revenue & Taxation Code Section 99, as amended, provides for the City of Redding and the County of Shasta to determine an appropriate property tax transfer for all jurisdictional changes or organization occurring within Shasta County prior to the proposal being considered by the Local Agency Formation Commission (LAFCO); and

WHEREAS, the City of Redding has submitted an application to Shasta LAFCO, identified in City of Redding Resolution # 2007-121 and # 2017-103 as “Annexation No. AN-1-04 and Campo Calle Area – Westridge Plan,” (the “Annexation”) to annex approximately 64 acres in Shasta County to the City of Redding and to detach that area from County Service Area # 1 – Fire Protection (“CSA # 1”) and County Service Area # 15 – Street Lighting (“CSA # 15”); and

WHEREAS, a map showing the proposed area to be annexed to the City of Redding and detached from CSA # 1 and CSA # 15 is attached as Exhibit A; and

WHEREAS, the phrase “area of the Annexation” shall refer to the area to be annexed by the City of Redding, and detached from CSA # 1 and CSA # 15; and

WHEREAS, the current distribution of property taxes for the affected properties within the boundaries of the Annexation has been determined and provided to each affected agency; and

WHEREAS, the City of Redding and the County of Shasta wish to agree to a fair-share distribution of property tax revenues in the area of the Annexation; and

WHEREAS, the Shasta County Auditor-Controller will work with the State Board of Equalization to establish a new Tax Rate Area (TRA) for the area of the Annexation prior to allocation and distribution of property tax revenue under this resolution.

NOW, THEREFORE, BE IT RESOLVED AND ORDERED that the Board of Supervisors of the County of Shasta **DOES HEREBY AGREE** to the following distribution of property taxes generated in the area of the Annexation after the effective date of the Annexation:

1. Base Year Property Tax Revenue, as defined in the Revenue & Taxation Code, shall be distributed as follows:

- a. To the County of Shasta, 100 percent of the base year property tax revenue allocated to the County of Shasta for Fiscal Year 2017/2018 pursuant to the Tax Rate Allocation Factors established by law.
- b. To the City of Redding, 0 percent of the base year property tax revenue allocated to the County of Shasta for Fiscal Year 2017/2018 pursuant to the Tax Rate Allocation Factors established by law.

- c. To CSA # 1, 100 percent of the base year property tax revenue allocated to CSA # 1 for Fiscal Year 2017/2018 pursuant to the Tax Rate Allocation Factors established by law
- d. To the City of Redding, 0 percent of the base year property tax revenue allocated to CSA # 1 for Fiscal Year 2017-2018 pursuant to the Tax Rate Allocation Factors established by law.
- e. To the Shasta County Water Agency, 0 percent of the base year property tax revenue allocated to the Shasta County Water Agency commencing the first fiscal year following the date the new TRA appears on the State Board of Equalization's Tax Rate Area Chart.
- f. To the City of Redding, 100 percent of the base year property tax revenue allocated to the Shasta County Water Agency commencing the first fiscal year following the date the new TRA appears on the State Board of Equalization's Tax Rate Area Chart
- g. To each Special District (as defined in Revenue & Taxation Code Section 95(m)) affected by the Annexation, except for the Shasta County Water Agency, 100 percent of the base year property tax revenue allocated to each Special District pursuant to the Tax Rate Allocation Factors established by law.
- h. To the City of Redding, 0 percent of the base year property tax revenue allocated to all Special Districts affected by the Annexation, except for the Shasta County Water Agency, pursuant to the Tax Rate Allocation Factors established by law.

2. *Annual Property tax increment revenue, as defined in the Revenue & Taxation Code, shall be distributed as follows:*

- a. To the County of Shasta, 100 percent of the current annual property tax increment revenue allocated to the County of Shasta prior to the first fiscal year following the date the new TRA appears on the State Board of Equalization's Tax Rate Area Chart.
- b. To the County of Shasta, 40 percent of future annual property tax increment revenue allocated to the County of Shasta commencing the first fiscal year following the date the new TRA appears on the State Board of Equalization's Tax Rate Area Chart. Said monies are to be designated for Shasta County adult and juvenile custodial operations.
- c. To the City of Redding, 60 percent of future annual property tax increment revenue allocated to the County of Shasta commencing the first fiscal year following the date the new TRA appears on the State Board of Equalization's Tax Rate Area Chart.
- d. To CSA # 1, 100 percent of the annual property tax increment revenue allocated to CSA # 1 pursuant to the Tax Rate Allocation Factors established by law.
- e. To the Shasta County Water Agency, 0 percent of the annual property tax increment revenue allocated to the Shasta County Water Agency commencing the first fiscal

year following the date the new TRA appears on the State Board of Equalization's Tax Rate Area Chart.

- f. To the City of Redding, 100 percent of the annual property tax increment revenue allocated to the Shasta County Water Agency commencing the first fiscal year following the date the new TRA appears on the State Board of Equalization's Tax Rate Area Chart.
- g. To each Special District (as defined in Revenue & Taxation Code Section 95(m)) affected by the Annexation, except for the Shasta County Water Agency, 100 percent of the annual property tax increment revenue allocated to each Special District pursuant to the Tax Rate Allocation Factors established by law.
- h. To the City of Redding, 0 percent of the annual property tax increment revenue allocated to all Special Districts affected by the Annexation, except for the Shasta County Water Agency, pursuant to the Tax Rate Allocation Factors established by law.

BE IT FURTHER RESOLVED the County Executive Officer, to the extent permissible by law, is hereby authorized to sign any documents pertaining to implementation of this resolution and to act as the Board of Supervisors representative in the above related tax exchange matter.

DULY PASSED AND ADOPTED this 27th day of March, 2018 by the Board of Supervisors of the County of Shasta by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:
RECUSE:

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

ATTEST:

LAWRENCE G. LEES
Clerk of the Board of Supervisors

By: _____
Deputy

REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS

BOARD MEETING DATE: March 27, 2018

CATEGORY: Scheduled Hearings - General Government-9.

SUBJECT:

Public Hearing and Resolution Removing the Wastewater Reclamation Facilities Assessment District from the Alternative Method of Property Tax Apportionment (Teeter Plan)

DEPARTMENT: Auditor-Controller

Supervisory District No. : ALL

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

STAFF REPORT APPROVED BY: Brian Muir

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

RECOMMENDATION

Take the following actions: (1) Conduct a public hearing to consider the removal of the Wastewater Reclamation Facilities Assessment District from the Alternative Method of Property Tax Apportionment (also known as the Teeter Plan); (2) close the public hearing; and (3) adopt a resolution authorizing the removal of the Wastewater Reclamation Facilities Assessment District from Shasta County's Teeter Plan effective with the 2018/19 fiscal year.

SUMMARY

Revenue and Taxation Code section 4702.7 allows for the removal of a district from the Teeter Plan if the district exceeds a delinquency rate of 3% in any year. The Wastewater Reclamation Facilities Assessment District has averaged a 25% delinquency rate over the past 5 years.

Removing the Wastewater Reclamation Facilities Assessment District from the Teeter Plan will reduce potential losses to the Teeter Plan funds due to large assessments placed by the district on parcels which have defaulted taxes.

DISCUSSION

In 1993, the Board adopted Resolution 93-224, authorizing the Teeter Plan as the methodology to apportion taxes and assessments on the County's secured property tax rolls. Districts included in the Teeter Plan receive 100% of their taxes and assessments levied on the secured property tax roll, regardless of delinquencies. Delinquent tax amounts are distributed to the districts from the Teeter Plan funds. When delinquent taxes are collected, the Teeter Plan funds are reimbursed for the previously distributed tax. Those monies are then available to fund the next distribution to districts for delinquent taxes. The continued funding of the Teeter Plan is reliant on the fact that even if delinquent taxes on a parcel are not paid within five years, the Tax Collector will be able to sell the parcel at auction and the delinquent taxes will be paid from proceeds of that sale. On October 31, 2000, the Board approved the inclusion of the City of Shasta Lake's taxes and assessment districts into

Shasta County’s Teeter Plan. The Wastewater Reclamation Facilities Assessment District was one of those districts. The district places assessments for the Series A & B issuances of debt on the County’s current secured property tax rolls.

Beginning June 30, 2006, several parcels within the Wastewater Reclamation Facilities Assessment District have defaulted on their property taxes each year and remain defaulted through 06/30/2017. As per the Teeter Plan, the district has received the full amount of the assessments levied each year, with the Teeter Plan funds covering the delinquent portion. Since 2006, the district has received \$576,709.79 from the Teeter Plan funds, specifically for unpaid assessments.

Beginning in 2012, the Tax Collector attempted to auction the parcels to satisfy the delinquent taxes. However, the high dollar amount of the assessments levied by the district created a tax liability that is larger than the value of the property, therefore the parcels have not sold. The Tax Collector has repeatedly offered the parcels at auction, lowering the minimum bid to what is now far less than the delinquent tax amount.

Since the sale of the property is the source of reimbursement to the Teeter Plan funds for the amount distributed to the district for unpaid assessments, if the property is sold for less than the tax amount owed, the Teeter Plan funds will not be fully reimbursed and less will be available for future distributions.

The Wastewater Reclamation Facilities Assessment District, Series A & B is expected to continue to place assessments on the secured property tax roll through fiscal year 2033/2034. Removing the district from the Teeter Plan now, will assure that delinquencies on those future assessments will not be funded by Teeter Plan funds, further increasing the potential loss from the eventual sale of the defaulted properties.

ALTERNATIVES

The Board could choose not to remove the Wastewater Reclamation Facilities Assessment District from the Teeter Plan, however this is not recommended due to the potential losses to the Teeter Plan funds.

OTHER AGENCY INVOLVEMENT

The Tax Collector supports this recommendation and will continue to attempt to sell these properties at auction for the highest dollar amount possible.

FINANCING

No financial impact on the General Fund.

ATTACHMENTS:

Description	Upload Date	Description
Resolution Wastewater Reclamation	3/21/2018	Resolution Wastewater Reclamation

RESOLUTION NO. 2018-

RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COUNTY OF SHASTA
REMOVING THE WASTEWATER RECLAMATION FACILITIES ASSESSMENT DISTRICT
FROM THE ALTERNATIVE METHOD OF PROPERTY TAX APPORTIONMENT

WHEREAS, in 1993 the Board of Supervisors approved Resolution 93-224 adopting the alternative method of property tax apportionment (Teeter Plan) as the methodology to apportion taxes and assessments on the County's secured property tax rolls, which allows cities, districts and agencies to receive payment for the total amount of taxes levied by the County guaranteeing payment of the delinquent taxes, and

WHEREAS, in 2000, the Board of Supervisors approved Resolution 2000-198 which authorized participation in the Teeter Plan of the City of the Shasta Lake's taxes and assessment districts, one of which is the Wastewater Reclamation Facilities Assessment District, and

WHEREAS, the Wastewater Reclamation Facilities Assessment District places assessments on the County's secured property tax roll for the payment of its Series A & B debt issuances, any delinquencies of which are paid by the County's Teeter Plan, and

WHEREAS, the District has received payment from the Teeter Plan for certain defaulted properties within the District that have large delinquent assessments placed by the District, which have caused the tax liability of the parcels to exceed the value, and

WHEREAS, the Tax Collector has had to reduce the minimum bid amount for these parcels to less than the current tax liability making it doubtful that the Teeter Plan will be reimbursed for amounts already distributed to the District, and

WHEREAS, the District is expected to continue to place large assessments on these properties further increasing the tax liability, and

WHEREAS, the Revenue and Taxation Code §4702.7 allows for the removal of a district from the Teeter Plan if the rate of secured tax delinquency in that agency in any year exceeds 3 percent of the total of all taxes and assessments levied on the secured rolls in that agency, and

WHEREAS, the Wastewater Reclamation Facilities Assessment District's rate of secured tax delinquency has exceeded 3 percent of the total of all taxes and assessments levied on the secured roll,

NOW, THEREFORE, BE IT RESOLVED, that the Wastewater Reclamation Facilities Assessment District is hereby removed from the alternative method of property tax apportionment which was approved by the Board of Supervisors in Resolution 93-224 effective the 2018/2019 tax year.

DULY PASSED AND ADOPTED this 27th day of March 2018, by the Board of Supervisors of the County of Shasta by the following vote:

Resolution No. 2018-____
March 27, 2018
Page 2 of 2

AYES:
NOES:
ABSENT:
ABSTAIN:
RECUSE:

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

ATTEST:

LAWRENCE G. LEES
Clerk of the Board of Supervisors

By: _____
Deputy