



SHASTA COUNTY

BOARD OF SUPERVISORS

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Redding, California 96001-1673
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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, April 24, 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 Phil Harper, Community of Christ Church

Pledge of Allegiance: Supervisor Moty

REGULAR CALENDAR

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

PRESENTATIONS

R 1 Clerk of the Board

Present certificates of recognition to the Shasta High School Mock Trial Program in recognition of their recent achievements. (Supervisor Kehoe)

No General Fund Impact

No Vote

R 2 Presentation

Receive a presentation from Sheriff Tom Bosenko to acknowledge the Sheriff's Office volunteers who serve the citizens of Shasta County on a daily basis.

No Additional General Fund Impact

No Vote

R 3 Presentation

Receive an update on the Shasta Public Library System from Shasta Public Libraries Director Anna Tracy.

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 Clerk of the Board

Approve the minutes of the meeting held on April 17, 2018, as submitted.

No General Fund Impact

Simple Majority Vote

HEALTH AND HUMAN SERVICES

C 2 Health and Human Services Agency-Children's Services

Approve and authorize the Chairman to sign an agreement with Kings View Corporation in an amount not to exceed \$1,665,923 during the entire term of the agreement to provide mental health services for eligible youth for the period date of signing through June 30, 2018, with two automatic one-year renewals.

No Additional General Fund Impact

Simple Majority Vote

C 3 Health and Human Services Agency-Office of the Director

Take the following actions: (1) Approve County support for PC Redding Apartments Limited Partnership's (PCRA) application for Shasta County's Mental Health Services Act (MHSA), Permanent Supportive Housing funds administered through the California Housing Finance Agency (Cal HFA) for the provision of permanent supportive housing for persons with psychiatric disabilities for the development project, Woodlands 2; (2) approve County participation in the Permanent Supportive Housing Program; and (3) delegate authority to the Health and Human Services Agency (HHS) Director, or any HHS Branch Director designated by the HHS Director, to negotiate, sign, and submit the Cal HFA Local Government Special Needs Housing Program (SNHP) Finance Application documents, so long as they otherwise comply with Administrative Policy 6-101, *Shasta County Contracts Manual*: (a) Attachment A, Local Government Certification; (b) Attachment B-1, SNHP Regulated Unit Occupancy Restrictions; and (c) documents related to the Cal HFA SNHP Finance Application.

No General Fund Impact

Simple Majority Vote

C 4 Health and Human Services Agency-Regional Services

Approve and authorize the: (1) Chairman to sign a renewal revenue agreement with the United States Department of Interior through the Bureau of Reclamation in an amount not to exceed \$86,515.78 for the Opportunity Center to provide grounds maintenance services for a base year from May 1, 2018 through April 30, 2019, with four optional one-year renewals; and (2) Health and Human Services Agency (HHS) Director, or any HHS Branch Director designated by the HHS Director, to sign amendments, including retroactive, that do not result in a substantial or functional change to the original intent of the agreement and do not result in a change in compensation for a total not to exceed \$438,476.23 through April 30, 2023, as long as they otherwise comply with the Administrative Policy 6-101, *Shasta County Contracts Manual*.

No General Fund Impact

Simple Majority Vote

C 5 Housing and Community Action Programs

Approve and authorize the Chairman to sign an amendment, effective date of

signing, to the agreement with Bowman Systems, LLC to provide the Homeless Management Information System (HMIS) to add 100 licenses (for a new total of 150) and to increase maximum compensation not to exceed by \$39,125 (for a new total not to exceed \$80,000 during the entire term of the agreement), retaining the original term October 31, 2017 through October 31, 2018.

No Additional General Fund Impact

Simple Majority Vote

LAW AND JUSTICE

C 6 Child Support Services

Approve and authorize the Chairman to sign a renewal lease agreement with The June Girard Fund Limited Liability Company in the amount of \$48,000 per month (\$1.14 per square foot) for 41,973 square feet of office space located at 2600 Park Marina Drive, Redding, California, for the period July 29, 2018, through June 30, 2028, with three optional three-year extensions with annual adjustments not to exceed +2% or -2%, based on the Consumer Price Index.

No General Fund Impact

Simple Majority Vote

C 7 Sheriff

Approve and authorize the Chairman to sign a renewal revenue agreement with the California Department of Parks and Recreation, Division of Boating and Waterways in an amount not to exceed \$584,990 for the purpose of performing boating and enforcement activities on Shasta County waterways (excluding Whiskeytown Lake) for the period July 1, 2018 through June 30, 2019.

No Additional General Fund Impact

Simple Majority Vote

PUBLIC WORKS

C 8 Public Works

Take the following actions: (1) Approve and authorize the Chairman to sign a revenue lease and service agreement with Macy's Flying Service, Inc. in the amount of \$2,200 annually to lease a 10,000 square-foot area at the Fall River Mills Airport for a fixed base operator (FBO) aerial agricultural operation for the period from the date of execution through August 1, 2041, with annual cost adjustments beginning in 2020 based on changes in the Consumer Price Index, provided the adjustment shall not exceed six percent in any one year; and (2) find that the proposed action is exempt from environmental review under the California Environmental Quality Act (CEQA) based on the following categorical exemptions: CEQA Guidelines 15301 (Existing Facilities), 15303 (New Construction or Conversion of Small Structures), and 15311 (Accessory Structures); there are no unusual circumstances under CEQA Guideline 15300.2(c); and each exemption stands as a separate and independent basis for determining that the proposed action is not subject to CEQA.

No General Fund Impact

4/5 Vote

REGULAR CALENDAR, CONTINUED

GENERAL GOVERNMENT

R 4 Administrative Office

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

No General Fund Impact

No Vote

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.

OTHER DEPARTMENTS

**R 5 Agricultural Commissioner/Sealer of Weights and Measures
Resource Management**

Sheriff

Take the following actions: (1) Conduct the public hearing; (2) close the public hearing; (3) introduce, waive the reading, and adopt an Urgency Interim Ordinance that extends for 22 months and 15 days a temporary moratorium, previously established by Ordinance Number 739, on the cultivation of industrial hemp by "Established Agricultural Research Institutions" and others within the unincorporated areas of the County of Shasta, while County staff determines the impacts of such unregulated cultivation and reasonable regulations to mitigate such impacts; (4) find that the Urgency Interim Ordinance is exempt from environmental review under the California Environmental Quality Act (CEQA) for the reasons stated in the Urgency Interim Ordinance; (5) direct the Agricultural Commissioner, the Director of Resource Management, and the Sheriff to conduct an assessment of the impacts that the unregulated cultivation of industrial hemp by "Established Agricultural Research Institutions" and others would have on the environment and on the health and safety of the citizens of Shasta County, and determine whether there are reasonable regulations to mitigate any identified adverse effects; and (6) direct the Agricultural Commissioner, the Director of Resource Management, and the Sheriff to develop such reasonable regulations, if any, for consideration by the Planning Commission and the Board of Supervisors before April 24, 2019 or as soon as possible thereafter.

No Additional General Fund Impact

4/5 Vote

CLOSED SESSION ANNOUNCEMENT

R 6 The Board of Supervisors will recess to a Closed Session to discuss the following item (Est. 15 minutes):

CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION
(Government Code section 54956.9(d)(4))

Initiation of Litigation: One potential case

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

RECESS

REPORT OF CLOSED SESSION ACTIONS

ADJOURN

REMINDERS

Date:	Time:	Event:	Location:
05/01/2018	8:30 a.m.	Air Pollution Control Board Meeting	Board Chambers
05/01/2018	9:00 a.m.	Board of Supervisors Meeting	Board Chambers
05/08/2018	9:00 a.m.	Board of Supervisors Meeting	Board Chambers
05/10/2018	2:00 p.m.	Planning Commission	Board Chambers
05/15/2018	9:00 a.m.	Board of Supervisors Meeting	Board Chambers
05/22/2018	9:00 a.m.	Board of Supervisors Meeting	Board Chambers
05/29/2018		Board of Supervisors Meeting Canceled	

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: April 24, 2018

CATEGORY: PRESENTATIONS-2.

SUBJECT:

Sheriff's Office Volunteer Recognition

DEPARTMENT: Presentation

Supervisory District No. : All

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

STAFF REPORT APPROVED BY: Tom Bosenko, Sheriff-Coroner

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

RECOMMENDATION

Receive a presentation from Sheriff Tom Bosenko to acknowledge the Sheriff's Office volunteers who serve the citizens of Shasta County on a daily basis.

SUMMARY

The Sheriff's Office is fortunate to benefit from numerous volunteers who augment capacity to carry out its responsibilities to the citizens of Shasta County. These volunteer groups cumulatively donate tens of thousands of hours per year to the Sheriff's Office and the Sheriff would like to recognize them for their significant contributions. The Sheriff's Office appreciates and commends these volunteers for the outstanding work they have performed in their communities.

DISCUSSION

Sheriff's Office volunteers are invaluable in the services that they provide in the following areas:

Law Enforcement Chaplaincy

A nonprofit corporation, the members of the Shasta County Law Enforcement Chaplaincy dedicate thousands of hours of their time each year to respond to callouts from multiple agencies and to minister to members of law enforcement, their families, and the community.

Citizen Volunteer Patrols

There are currently seven Citizen Volunteer Patrol (CVP) units in Shasta County serving the communities of Burney, City of Shasta Lake, Cottonwood, Fall River Mills, Happy Valley, Shasta Lake Boating, and Shingletown. In 2017, these combined units worked 11,044 hours, drove 43,850 patrol miles, conducted 544 daytime patrols, and 450 nighttime patrols. They conducted over 24,118 business checks, over 3,307 house checks, 145 welfare checks, and reported 100 incidents to the Sheriff's Office. They assisted the Sheriff's Office during Search & Rescue missions and fire evacuations and attended

community functions in support of the Sheriff's Office.

CVP volunteers provided much needed clerical support to the Sheriff's Records Unit and assisted with many parades and events. CVP member Claudia Bertrand volunteered 1,201 hours in the Record Unit in 2017. CVP Coordinator Arnie Brinton worked 785 hours in 2017 and processed, trained, and swore-in 9 new volunteers. He attended several meetings with the 7 patrol units, conducted one meeting with all Sergeants and Lieutenants in attendance, ordered uniforms and kept monthly attendance and patrol records. He maintained files of all applicants (active, inactive, and denied) and arranged for and presented the service awards for 5, 10, 15, and 20 years of volunteer service.

The CVP membership currently stands at over 125 volunteers.

Explorer Program

This group of volunteers consists of members who are an active support unit assisting in many areas to include: search and rescue, crowd control, and some clerical support roles throughout the department. There are currently 6 Explorers with 2 more pending acceptance. In 2017 they donated 420 volunteer hours performing community service at 6 events and attending Explorer meetings. In addition they spent over 100 hours riding along with Deputies in the County.

Reserve Program

The Reserve Unit is comprised of three sworn reserve volunteers who are overseen by a Sheriff's Office Sergeant. They donate their personal time to various major incidents and community events. In addition to working various assignments for the Sheriff's Office, each member is required to attend and participate in all training assigned to their fulltime counterpart.

Asphalt Cowboys

While the Asphalt Cowboys are their own entity, they are routinely available to assist the Sheriff's Office by cooking during special events or during emergency incidents. Members of the Asphalt Cowboys have been available when called upon.

Search and Rescue

The volunteers who make up our search and rescue teams come from all walks of life and are the backbone of the Search and Rescue Unit. Many of these volunteers work on two or more teams.

- Communication Posse
- Dive Team
- Eastern Flying Posse
- Ground Team
- Jeep Posse
- Jeep Auxiliary
- K-9 Team
- Mountain Rescue
- Mounted Posse
- Rescue Dirt Riders
- Snowmobilers
- Tracker Team
- Western Flying Posse

ALTERNATIVES

The Board may choose not to receive the presentation, may defer the presentation for a different time, or may request additional information from staff.

OTHER AGENCY INVOLVEMENT

While the services of these volunteers are mainly supportive of Sheriff's Office functions, their assistance has many times been afforded to other community organizations, County departments, and other counties in California. The County Administrative Office has reviewed the recommendation.

FINANCING

Other than the administrative oversight provided by the Sheriff's Office, these volunteer organizations are funded primarily from community donations. There is no additional General Fund impact to the County associated with this presentation.

REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS

BOARD MEETING DATE: April 24, 2018

CATEGORY: PRESENTATIONS-3.

SUBJECT:

Library - Shasta Public Library System Update

DEPARTMENT: Presentation

Supervisory District No. : All

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

STAFF REPORT APPROVED BY: Elaine Grossman, Senior Administrative Analyst

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

RECOMMENDATION

Receive an update on the Shasta Public Library System from Shasta Public Libraries Director Anna Tracy.

SUMMARY

N/A

DISCUSSION

Pursuant to the County's library system operations agreement with the City of Redding, there is an annual presentation to the Board. On November 14, 2017, the 2016-2017 report was presented to the Board. Library staff modified the report timelines and this is the 2017 report.

ALTERNATIVES

The presentation is for informational purposes.

OTHER AGENCY INVOLVEMENT

City of Redding Community Services Director Kim Niemer made arrangements with the Shasta Public Libraries Director for the presentation.

FINANCING

The presentation is for informational purposes, there is no General Fund impact.

ATTACHMENTS:

Description

Upload Date

Description

2017 Report
Presentation

4/5/2018
4/11/2018

2017 Report
Presentation

SHASTA PUBLIC LIBRARIES

ANNUAL REPORT 2017

A YEAR OF CHANGES

 530.245.7250

 www.shastalibraries.org

 1100 Parkview Ave
Redding, CA 96001



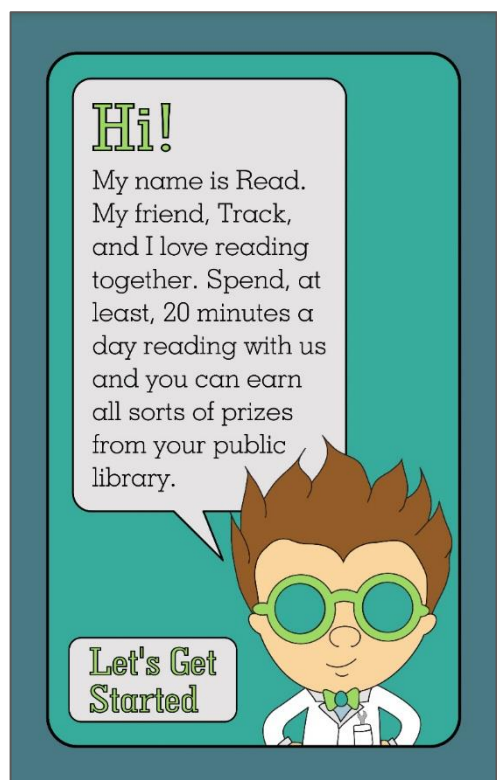
2017 Shasta Public Libraries Year End Annual Report

The year of 2017 was another successful year of library services to our communities. The library system underwent many changes in staffing, building layout and upgrades, as well as library services, programs, and security efforts. All branches continued to serve as sought-after community centers, offering programs and services for all ages. This year, we saw further advancement into unique collections to better serve our community. These specific collection items included Maker Boxes, Cubelets, Squishy Circuits, watt meters, blood pressure kits, board games, puzzles and passes to Turtle Bay Exploration Park. Staff focused their efforts on improving the customer experience through procedural adjustments and physical layout of materials. These changes were researched to ensure multiple benefits to customers and promote an increase in circulation of the overall library collection. New comfortable seating was added to the first and second floor of the Redding Library, replacing the old and worn chairs. In October, the Redding Library was voted as Best of the Northstate "Place to Take the Kids".

Although funding for libraries continues to be a challenge, library staff and the Shasta Library Foundation (SLF) successfully secured grants and donations to support programs at the library. The Friends of the Shasta County Libraries (FOSCL) and the SLF remained significant fiscal supporters. The Friends of the Intermountain Libraries (FOIL) and the Friends of the Anderson Library (FOAL) also contributed needed funding. Approximately \$234,000 in funding was collectively raised by the libraries.

In October, the Redding Municipal Library Board approved changes to three library policies: the Shasta Public Libraries Fines and Fees Schedule, the Shasta Public Libraries Circulation Policy, and the Shasta Public Libraries Meeting Room Policy. The changes included an increase in late fees and fine limits, the addition of an "unclaimed holds" fee, an increase in the checkout limit for multimedia items, and a general fee restructure for meeting rooms.

The following report outlines the accomplishments of the last year as well as some projects that will continue during the upcoming year.



Library Usage

This past year the Shasta Public Libraries have taken steps to improve processes and efficiency as well as customer service and the feeling of security. The adjustments included changes to collection locations, to improve lines of sight throughout libraries as well as browsing capabilities of the collection for community customers. A thoughtful video campaign was developed to showcase the top three demographic users of our libraries and the excellent resources available to our community.

The year began with 90,422 registered borrowers and ended with 80,621, a 10.84% decrease from the prior year. The decrease is most likely due to our increased efforts to weed out old or inactive accounts in the second half of the year to provide a more accurate representation of our library's usage.

In August, the solar eclipse was the hot topic and the Shasta Public Libraries distributed over 400 free solar eclipse glasses. The library answered many reference questions about the eclipse and many astronomy books were checked out.

Collection

The 2017 circulation for the library totaled 490,789. This total depicts a slight decrease from 2016 which could be attributed to significant weeding, over the last year, to ensure the collection maintains relevance to our community and offers the most up to date information available. The library acquired a new tool for collection analysis and development called Edelweiss. It was used by staff to track the performance of the overall collection, collection development and provided a significant improvement in editing processes. Additionally, this software enables us to analyze and purchase materials that are the greatest want or need to the community. Staff looks forward to furthering the implementation of this tool in the coming years, allowing for better collection management.

Available for use in the Fireside Room of the Redding Library, the piano, donated by the Piano Angels, continued to remain a desired item and offered a unique service to library patrons. Users were a nice cross-section of the community and staff heard many positive comments from satisfied piano users and listeners alike. The piano was used 285 times in 2017.

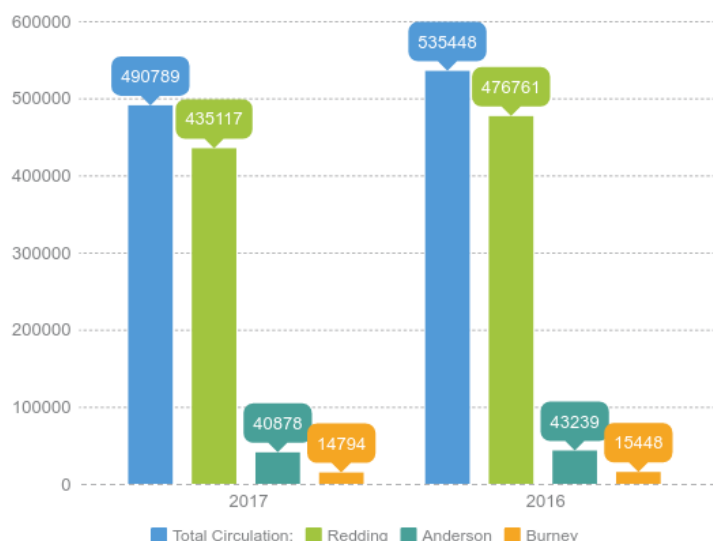
Enjoy Magazine did several articles about the Shasta Public Libraries in 2017 including an article about the Boggs local history collection and the CA Indian Library Collection (CILC) as well as tips and tricks for parents, inspiring early literacy techniques and featured our parenting collection located within the children's department.

Through survey results and anecdotal evidence from patrons, in addition to multiple staff discussions about the issue, management decided to merge adult Fiction titles into one alphabetical collection, arranged A-Z by the author. This project was started in early December and completed just before Christmas. The merge has evened out very tight areas in the collection and cleared all the lower shelves of books, providing a smoother shelving process and allowing materials to return to the shelves quicker for customer browsing and checkout.

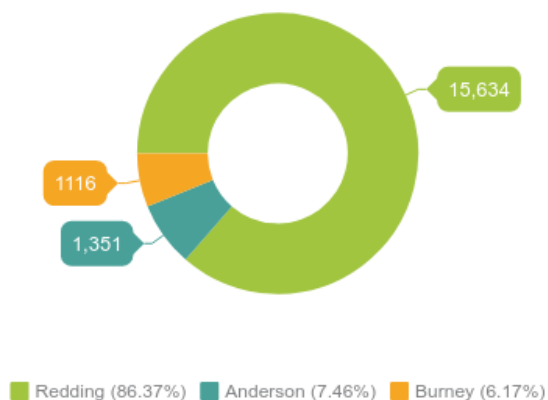
Collaborating with Turtle Bay Exploration Park, the library offered museum passes available for checkout by the public. The passes were incredibly popular and averaged approximately 100 holds at any given time. Due to the popularity of the program, Turtle Bay increased the number of passes from 3 to 4.

Several new collections were added, including Board Games, Puzzles, Maker Boxes, Cubelets, Squishy Circuits, Leap Pads & blood pressure kits. In the effort to be a leader in new technologies as well as reinforcing the STEM & STEAM curriculum of the County, the children's department now offers Cubelet kits for in-house use, Squishy Circuits & Leap Pads for regular 3-week checkout, and Maker Boxes to support education in the home.

Total Circulation

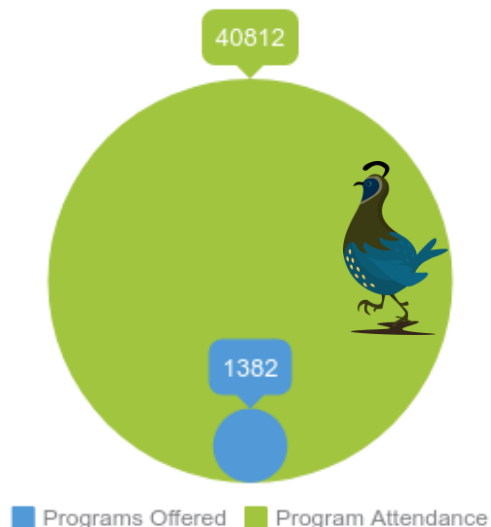


New Items Added to the Collection





Programs Offered & Total Attendance



Programs

The total number of programs offered at the Shasta Public Libraries was 1,382 with a total attendance of 40,812. Winter Wonderland had a record audience in December with 331 people and the Redding Library's big truck event, Rev, Rumble & Roar, almost doubled the turnout from the previous year. Feedback from attendees, as well as community participants, was overwhelmingly positive. With 2,040 children and their families in attendance, this beloved community event remains the largest library program to date.

In March 2017, Shasta Public Libraries celebrated the 10th anniversary of the opening of the Redding Library. During the month, library staff organized a series of events reflecting on the past ten years and looking ahead. The events began on March 3rd with an early morning reception that welcomed community members involved with the building of the library. March 7th's "Happy Birthday Redding Library!" Story Time invited children to wish the Redding Library a happy birthday during a specially-themed story time that included cake and balloons. The celebration culminated at an open house on March 18th that offered the entire community tours of the library and the Create It! Space, ebook and audiobook help, a story time, and more.

On top of Summer Reading and Wee Read, the Shasta Public Libraries is now offering a year-round reading incentive program through the long-awaited Read-n-Track app. This reading tracking app utilized collaboration between library staff and a hired app developer with funds from the Shasta Early Literacy Partnership through First 5 Shasta. Parents and children can log youth reading time in the app to claim prizes from any of the three branches.

The Redding Library partnered with Shasta Community Health Center for their Community Connections workshops. The monthly gathering will be hosted at the Redding Library beginning in January. Events will feature different organizations in the community with the idea of promoting awareness for the public.

For several years now, the second floor of the Redding Library has hosted puzzles for all to enjoy. This activity has been a very popular amenity, and in 2017 customers completed 172 puzzles.



Adult Services attended several professional development courses and conferences to spark ideas for innovative and relevant programming for adults in our community.

The Zip Books grant from the California State Library and Califa launched the 4th year of funding in September, awarding Shasta Libraries \$8,000 with an additional \$8,000 awarded in March. In July, the California State Library and Califa awarded Shasta Libraries with an additional \$2,500 to carry the program through September 30th, 2017. The Zip Book program provides a cost-effective alternative to inter-library loans, using Amazon to facilitate the purchase, with books returned to the library. The Children's Reference Desk added Zip Book requests to their regular services. This change was made to provide better reference and customer service to the families in our community.

The Shasta Literacy Program was selected by the State of California to host the annual Adult Literacy Learner Institute (ALLI) in May of 2017. ALLI is a statewide training program designed for and by adult learners to improve leadership, communication and advocacy skills. ALLI helps adults learners explore their leadership skills, develop/improve self-esteem



Summer Reading

June 2017 kicked off the *Adventure With Us Through Shasta County* summer reading program running June 12-July 24. Different for this year was an “in-house” theme focusing on Shasta County. Overall, summer reading saw a decrease in attendance from last year, which could be attributed to the Redding library shortening the time frame from eight weeks to six weeks to line up with the branches. Next year adjustments will be made to increase the weeks available for signups and completions in hopes of improving participation.

The 2017 Youth Summer Reading program had strong participation and attendance with 345 preschoolers, 993 children, and 314 teens for a total of 1653 youth participating in the program system-wide. This year, the library offered the opportunity for youth to complete an entire log again, as many times as they liked, for an additional entry into the grand raffle as well as another free book. The new process went over well and helped boost overall completion rates by 24%.

Overall, the adult program had 511 adult registrations with 1,875 books read. One of the most popular adult programs was a special showing of the movie “Contact” with a special visit by Jill Tartar, former director of SETI, who provided an entertaining commentary about the various accuracies and inaccuracies of the film. This program had an attendance of 120 people.



Shasta Literacy Program

The goal of the Shasta Literacy Program (literacy) is to provide literacy tutoring to Shasta County adults, in a one-on-one setting. At the end of 2017, there were 130 active learners, who were tutored exclusively by 102 volunteers. The Literacy Coordinator provided training for the tutors.

The partnership between the Shasta Literacy Program and Shasta Community College renewed in June of 2017. Shasta College contributes \$20,000 annually. The program enrolled eligible learners in a non-credited course through the college, providing a minimum of 90 instructional hours per week, per semester.

In December, local public radio station NSPR aired an interview with Literacy Coordinator Kayla Menne and, Shasta Literacy Program learner, Alonzo Scott as part of the station's "Common Ground for Common Good" series. Adult Literacy also partnered with Successful Transition Out of Parole and Probation (STOPP) to better provide services to individuals returning to Shasta County after being incarcerated.



After-School Tutoring Program

The Redding School District (RSD) and the library continued to partner to provide after-school tutoring services to at-risk students from Cypress and Juniper schools. Both RSD and library staff felt this program was in need of evaluation before continuing again in the Fall. Staff members are working together to improve services to the children of our community by reinforcing curriculum in library programs. This partnership includes the funding for one half-time position in the youth services department to support the work of the Educational Services Librarian with this project.



School Library Card Initiative

The School Library Card Initiative significantly expanded its efforts in Spring of 2017. The initiative's efforts included on-site presentations to schools on the library's educational resources, working with teachers on how to implement services, and the issuing of library cards to students. So far, 13 school districts have been on-boarded, and the Initiative has issued an estimated 13,208 library cards to students. In preparation for the Initiative's future, staff undertook the drafting of a 5-year-strategic plan, including a schedule to reach all 26 Shasta County school districts, ensuring that every student in Shasta County receives a library card.

Technology

The majority of 2017 was spent planning and implementing a long-term project to bring the Shasta Public Library system up to date with current technologies and preparing for the future. The project consisted of 3 parts that will work together to give staff time-saving solutions and patrons a better customer experience.

With the increase in mobile devices using the library's Internet bandwidth and a significant increase in the amount of streaming content from the Internet, the library had to find a financially viable solution to get more bandwidth. The Shasta Public Libraries are now contracted with CENIC, to provide ten times the bandwidth for Redding and twenty times the bandwidth for the branches. This upgrade in bandwidth should take effect in the first quarter of 2018. The library needed to upgrade and refresh the network equipment to handle Internet connections more securely and accommodate the bandwidth increase. The last phase of this project is a complete upgrade to the library's Automated Materials Handling system (AMH). The goal is to replace the existing dated and proprietary equipment with a complete system that utilizes the latest security and is much more customizable. This new system, which includes a new material sorter, self-checkouts, and new multi-function security gates, will use the industry standards of RFID, preventing future complications. This project anticipates a mid-2018 installation schedule.

With the completion of the Create It! Space coming to a close, IT staff also focused their efforts on preparing equipment, including additional virtual reality sets, gifted to the library through VAR Libraries, a California State Library Initiative. This new equipment included an Oculus Rift and a Vive to be housed within the Create It! space.



Outreach Events

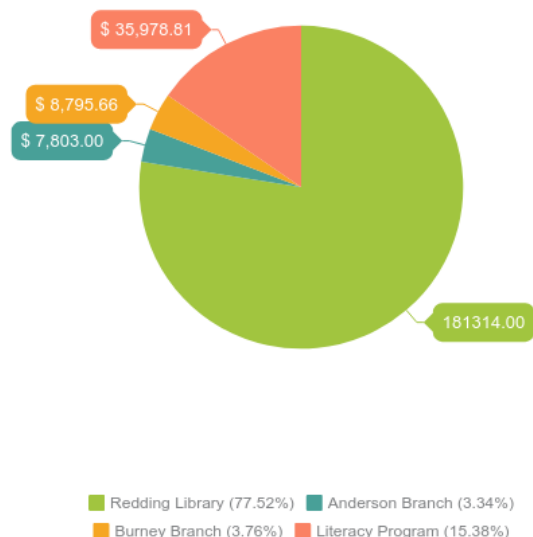
Shasta Public Libraries' outreach efforts continued to strengthen its position in the community as a resource for all ages.

The Public Relations/Marketing Coordinator Tom Ramont, Literacy Coordinator Kayla Menne, Youth Services Supervisor Anna Tracy and the Educational Services Librarian Emily Meehan headed the libraries main outreach efforts in 2017. Sometimes in coordination with community organizations like Shasta Library Foundation and Shasta Early Literacy Partnership, staff members made appearances in local broadcasts and print media. These included radio interviews on KXLR, KQMS, and KCNR, television interviews on KHSL and KRCR and appearances on KIXE public television, and stories in the Redding Record Searchlight newspaper, A News Café (an online news publication), and Enjoy magazine. Each of these enabled staff to detail Library programs and resources.

The fall brought many opportunities to give school tours, attend outreach events, and present to students, parents, and teachers. In September, staff connected teens with the Library's online resources at College Quest at Simpson University. Later in the month, library staff traveled to Fall River Elementary to train the school's teaching staff on the eLibrary as part of the School Library Card Initiative. The largest event occurred in November when SCOE invited the Library to once again participate in its STEM Career Day. Staff spoke to excited students, parents, and teachers about the Redding Library's Create It! Space and gave them the chance to try out the Zspace 3D computer and the Library's collection of robot blocks. Redding Library staff also attended the North Valley Stand Down on October 26 and 27 at the Anderson Fairgrounds as part of the Veterans Connect@the Library. This event provided free services to veterans and their families, particularly those that are homeless. At the event staff issued library cards and promoted library services. Free books were given away to kids and adults. A group formerly known as Yarns@theLibrary also donated 97 hand-knitted hats for distribution.

Shasta Library Foundation's A Novel and Wicked Affair in September gave the Library the opportunity to unveil its latest addition to the Create It! Space, the Oculus Rift Virtual Reality headset. Guests that night were able to explore an immersive virtual world and learn about the Library's tech offerings.

Grants & Donations



Grants and Donations

The library received a variety of grants and donations in 2017. The branches have their respective Friends groups that raise money, primarily for collections and programming. The Shasta Library Foundation (SLF) makes contributions from its growing endowment and also actively seeks to fund from other sources including local service clubs and philanthropic foundations. Library staff obtained grants for adult literacy and children's programs. Redding Rotary Club, Anderson Rotary Club, The Redding Emblem Club, First 5 Shasta, Anderson Garden Club, Califa, Scripps Howard Foundation, Shasta Early Literacy Partnership (SELP), United Way, Redding Breakfast Lions, and the California State Library all contributed to the library.

This summer, Reading 2017 received several grants including \$500 from Shopko for Youth Services and poet and author Susan Wooldridge for a free writing workshop through the Poets & Writers' Readings and Workshops program, in conjunction with California Center for the Book.

Youth Services received a grant, via the Shasta Library Foundation, to fund the planning of a Nature Explore Classroom in the current Redding Library Children's Garden. The planning process was thorough, and a budget has been prepared for continued fundraising to complete the project of our Outdoor Explore Children's Garden. This classroom would reinforce early literacy practices and enhance current library programming, creating more opportunities for community partnership and program expansion.

BOB books are popular as they are designed for early readers to build their skills and confidence to make younger, more successful readers. The library purchased several BOB titles thanks to various funding sources to supplement and increase this collection, including donations from Redding Rotary Club and the Scripps-Howard Foundation.

The Youth Services department also received an Innovation Station Grant, awarding \$6,000 to the Redding branch, to improve STEM technology in the teen area. These upgrades will increase opportunities for expanded coding programming.

Professional Development

Staff from all three branches participated in the 2017 Staff In-Service Day and participated in presentations on senior programming, database exploration, and school library services. Staff also engaged in a Q&A session with LS&S Regional Director Laura Burnett and utilized some of the Library's less traditional services, such as the Lego Wall and Create It! space.

Elizabeth Kelley, Assistant Director, and Bradley Shackelford, Public Services Librarian, were interviewed and filmed for a project sponsored by the CA State Library about librarians working with the mentally ill and homeless. Filming occurred in Los Angeles, San Francisco, and Redding.

Three members of the youth department staff, as well as a branch employee, attended the Brazelton Touchpoints Training put on in Sacramento California. This training specifically catered to libraries in serving youth and their parents. All staff in attendance felt the training was a foundation to better understand not only youth and their parents but a benefit to all relationships.

Three members of staff attended the California Library Association (CLA) 2017 conference to learn about trends in youth programming, serving populations in poverty, and new strides in student library card programs.

The Educational Services Librarian acted as a mentor on a State Library grant called the Student Library Card Initiative where the library worked to help other libraries wanting to start up a student library card program. Shasta Public Libraries was picked as a lead on this project as our program is more complicated than most and further developed in practices than other similar programs in the country.

All staff completed the ALICE Basic Certification Training for Business, provided by LS&S to prepare staff members for security emergencies.



Volunteers

The library utilized volunteers to complete a variety of tasks. In 2017, 170 individuals donated 14,534.25 hours of service. These hours are equivalent to 6.98 full-time positions. Using the pay rate of a Library Associate, the value of this time is \$159,876.75.

Longtime volunteer Janet Phillips received an award from the Chamber of Commerce recognizing her as Volunteer of the Year for her outstanding efforts in supporting the Shasta Public Libraries over the past 20 years.

Parameters for volunteer eligibility were widened during 2017, allowing for community members of all ages to participate in various levels of service. LiveScan fingerprinting and background checks were also implemented, in partnership with the City of Redding personnel department.

Challenges and Projects for Coming Year

The library staff proposes to build on the success of the past year by undertaking the following activities:

1. Develop and implement a new Strategic Plan to guide the direction of the library into the future.
2. Continue to develop the School Library Card Initiative. Continue to create and distribute library cards to all students in Shasta County. Follow up the distribution of cards with strategic, targeted training for staff and students in the schools. Finalize the five-year strategic plan for the School Library Card Initiative.
3. Continue to update the library's technology with the implementation of new internal data management tools, including Edelweiss Collection performance management software and improved network capabilities. For our patrons, we will continue to grow and promote the Create It! Library and the Read-n-Track app.
4. Continue to maintain high levels of materials circulation by ensuring desired materials are available to patrons promptly, regular weeding of the collections, and cross-promotion of materials and programs while utilizing a variety of marketing techniques.
5. Seek additional funds to support library programs, services, and collections through grant opportunities and support of the Shasta Library Foundation and respective Friends groups in their fundraising efforts on behalf of the library.
6. Fundraise to begin construction on the Redding Library's Outdoor Explore Children's Garden project.
7. Continue to work on safety perceptions by taking measures to improve processes, security presence, and clear lines of sight throughout library facilities.



Conclusion

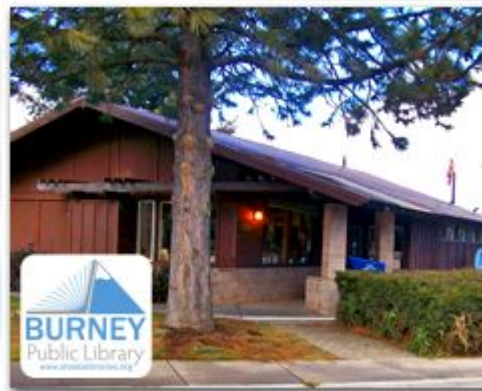
The library saw numerous staffing changes, in Directorship, management, librarians, and customer service staff and remain committed to providing our community the opportunity for a better future through programs, services, and resources that are equally available and accessible to everyone in our service area. The library staff strives to raise the bar for customer service, collection management, reference services, and special programming. The upcoming year will bring challenges and new opportunities that the library will strive to meet to fulfill its mission to provide information, lifelong learning, inspiration, and enjoyment to people of all ages through reading and technology.



2017 Annual Report

Mission Statement

The Shasta Public Libraries (Library) provide information, lifelong learning, inspiration and enjoyment to people of all ages through reading and technology.



Programs



PROGRAMS

1,382
OFFERED



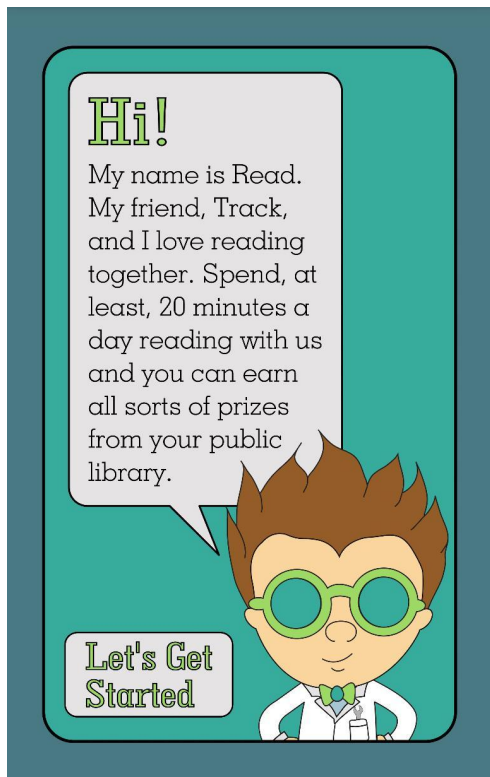
PROGRAM ATTENDANCE

40,812
ATTENDEES



REV, RUMBLE & ROAR

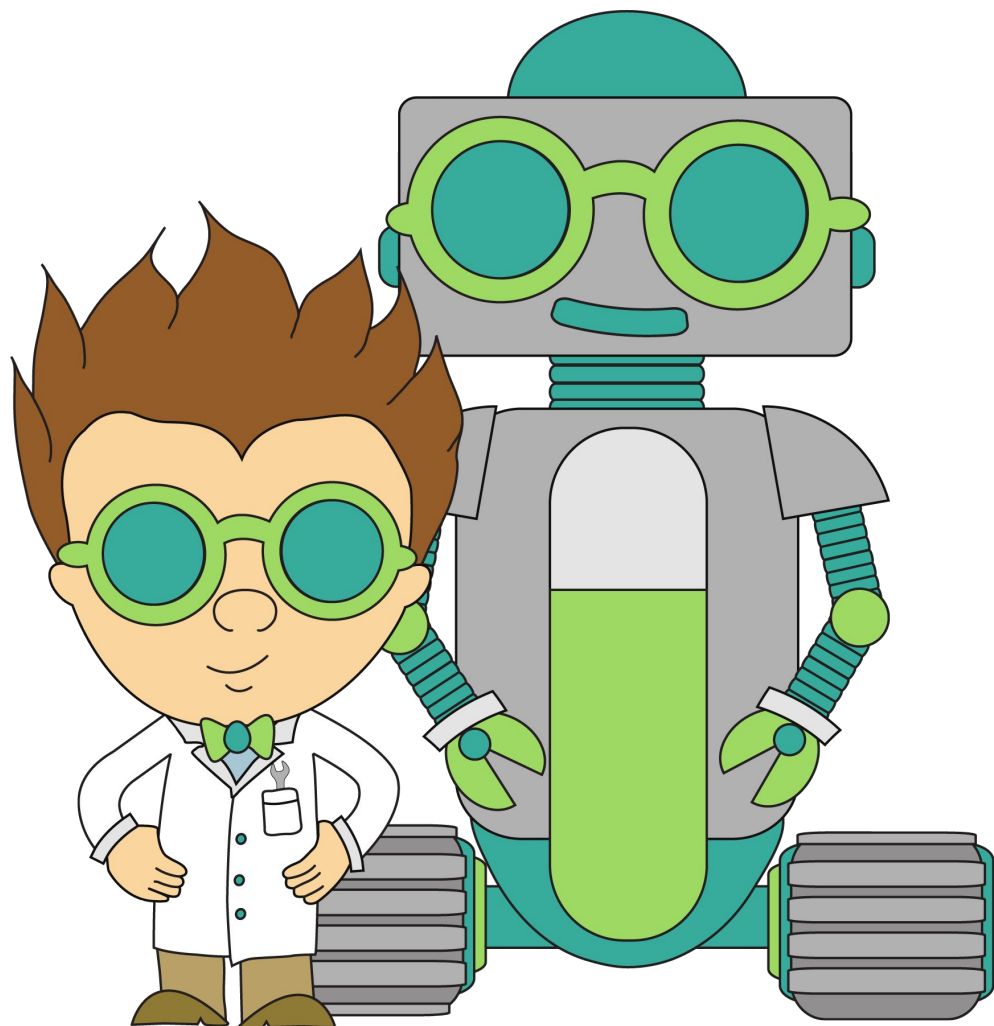
2,040
ATTENDEES



READ - N – TRACK

292

REGISTERED USERS



Programs



Shasta Early
Literacy Partnership



REACH HIGHER
shasta EVERY STUDENT
EVERY OPTION

School Library Card Initiative



SCHOOL CARD INITIATIVE

13 of 26
SCHOOL DISTRICTS

Partnerships

Outreach & Offsite
Programming

Early Literacy

Local Businesses

Outreach At Home...



Accomplishments



10
YEARS

 **SHASTA**
Public Libraries
www.shastalibraries.org





What we are working on now...



A ENTRY FEATURES

- CONTEXTUAL ARBOR INSIDE GATED ENTRY (picture 1)
- BENCH SEATING
- ACCENT PLANTS
- ADD BIRCH LOGS/DRIED BOTANICALS TO INTERIOR OF BUILDING, APPROACHING DOOR TO COURTYARD
- ADD DIRECTIONAL SIGNAGE NEAR STORYTIME CIRCLE ON CURVED EXTERIOR BUILDING WALL, ADD DECORATIVE PANELS

B GATHERING AREA

- EXISTING ROCK SEATING LINING PATHWAY

C MUSIC & MOVEMENT

- COMPOSITE WOOD STAGE FLUSH WITH EXISTING GRADE AT REAR, ADD STEP AT FRONT TO DECREASE HEIGHT AS GRADE SLOPES DOWN AND ACCESS HATCH OVER EXISTING AREA DRAIN (picture 2)
- OPTIONAL OVERHEAD PERGOLA
- COMPACTED CRUSHED STONE (DG) PATH TO MEET FLUSH WITH STAGE, UTILIZE EXISTING CURB FOR EDGING
- MARIMBA (picture 5)
- STORAGE FOR DANCING SCARVES AND HAND HELD INSTRUMENTS
- BENCH SEATING
- ADD SHADE SAIL AS NEEDED

D OPEN AREA

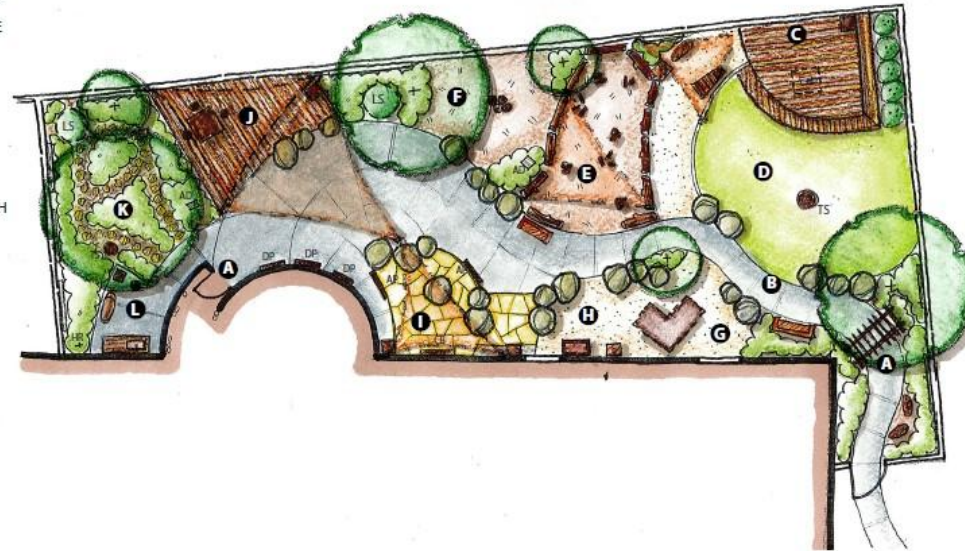
- EXISTING TURFGRASS
- CONSIDER CREATING DECORATIVE CARVING AND OR SEATING OUT OF EXISTING TREE STUMP.

E MESSY MATERIALS

- NATURAL LOG PERIMETER, ANCHORED (picture 9)
- +/-12" DEPTH EWF
- GIANT TREE COOKIES / LARGE LOOSE PARTS/ IMAGINATION FABRIC
- LOGS ACT AS ADDITIONAL SEATING FOR LARGER GROUPS
- ADD SHADE SAIL AS NEEDED

F CLIMB/BALANCE

- LOG STEPS, VARIED HEIGHTS (6"-18"), TIGHTLY GROUPED (picture 11)
- MAINTAIN 6' CLEAR USE ZONE AND APPROPRIATE SAFETY SURFACING (EWF)



LEGEND

S : STORAGE
AD: AREA DRAIN
DP: DISPLAY PANEL
AP: ART PANEL

LS: LIVING STRUCTURE
TS: TREE STUMP
HR: HOSE RISER
CB: CHALKBOARD

G WATER AREA

- COMMUNITY PLAYTHINGS CASCADE WATER TABLE OR UNIVERSAL PRECAST CONCRETE "CREEK PLAY" WATER FEATURE
- STORAGE (SHARED WITH DIRT DIGGING)

H DIRT DIGGING AREA

- ACCESSIBLE RAISED BED WITH "CLEAN" FRIABLE DIGGING SOIL (picture 6)
- STORAGE (SHARED WITH WATER)

I NATURE ART AREA

- LOCAL/REGIONAL FLAGSTONE SURFACING (REMOVE SMALL SECTION OF EXISTING CONCRETE TO EXPAND AREA) (picture 3)
- VERTICAL ART PANEL/WEAVING WALL (picture 7)
- CHALKBOARD PANEL ON BUILDING FACE
- POTENTIAL TO ADD FREESTANDING VERTICAL PANELS ON ADJACENT EXISTING CONCRETE
- STORAGE
- ADD SHADE SAIL AS NEEDED

J BUILDING AREA

- GROUND LEVEL COMPOSITE WOOD DECKING
- TABLE WITH STUMP STOOL SEATING
- STORAGE WITH VARIETY OF BLOCKS (picture 10)
- AS SHADE SAIL AS NEEDED

K PATHWAYS THROUGH PLANTINGS

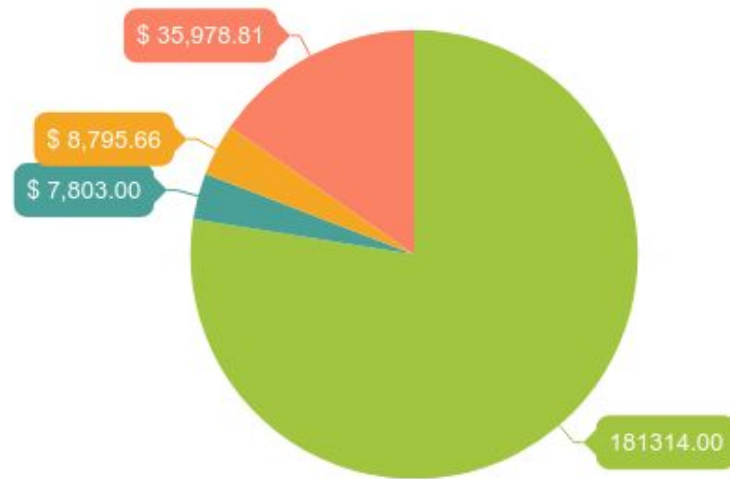
- VARIETY OF "SENSORY" GARDEN PLANTS (picture 8)
- ADD FLAGSTONE STEPPING STONES (picture 4)
- OPPORTUNITIES FOR LIVING STRUCTURES/BEAN TEEPEES
- INCORPORATE EXISTING TREE STUMP
- ADD ADDITIONAL SEATING/STUMPS AS DESIRED

L "CLEAN-UP" AREA

- OUTDOOR SINK
- ADD HOSE RISER
- BENCH/STUMP STOOL SEATING
- STORAGE WITH BRUSHES

We couldn't do it without you!

Grants & Donations



■ Redding Library (77.52%) ■ Anderson Branch (3.34%)
■ Burney Branch (3.76%) ■ Literacy Program (15.38%)

Our Friends Groups

✚ Our Foundation

✚ Our Volunteers

✚ Our Partners

REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS

BOARD MEETING DATE: April 24, 2018

CATEGORY: Consent - General Government-1.

SUBJECT:

4/17/18 Draft Minutes

DEPARTMENT: Clerk of the Board

Supervisory District No. : ALL

DEPARTMENT CONTACT: Kristin Gulling-Smith, 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 April 17, 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

April 17, 2018

1

SHASTA COUNTY BOARD OF SUPERVISORS

Tuesday, April 17, 2018

REGULAR MEETING

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 - Kristin Gulling-Smith
Chief Deputy Clerk of the Board - Mary Williams

INVOCATION

Invocation was given by Coordinator Amarjit Singh, Gurudwara The Sikh Centre.

PLEDGE OF ALLEGIANCE

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

REGULAR CALENDAR

BOARD MATTERS

CERTIFICATE OF RECOGNITION: 40 YEARS OF SERVICE
MIKE LAMPELLA

The Board presented a Certificate of Recognition to former KIXE General Manager Mike Lampella in recognition of 40 years of service (Supervisor Baugh).

PUBLIC COMMENT PERIOD - OPEN TIME

Doug Juenke spoke regarding the laws of the United States, immigration, and the possibility of Shasta County joining other California counties that are involved in a lawsuit regarding Senate Bill (SB) 54.

Richard Bersbach expressed his concerns about the Tierra Robles subdivision and other planning issues.

Amarjit Singh announced the Vaisakh Festival and Day for Non-Violence, an upcoming community event, put on by the Sikh Centre.

William Gilbert spoke regarding the Big Bend Road Project, his objection to joining the lawsuit against SB 54, immigration, and his issues with county employees.

Monique Welin expressed mental health and medication concerns.

CONSENT CALENDAR

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

Approved the minutes of the meeting held on April 10, 2018, as submitted. (Clerk of the Board)

Appointed Benjamin Hanna to the Shasta Mosquito and Vector Control District Board of Directors to fill a vacancy to expire December 2021. (Clerk of the Board)

Adopted Resolution 2018-034 which: Authorizes the County of Shasta, through its Department of Resource Management, to submit a regional application for the Household Hazardous Waste Grant Program, HD31, Fiscal Year 2018-19 in the amount of \$100,000 to pilot the California Product Stewardship Council's ReFuel Your Fun Campaign on behalf of Shasta County and the Cities of Anderson, Redding and Shasta Lake; authorizes the Shasta County Director of Resource Management, or his/her designee, to execute on behalf of the County, all grant related documents, including but not limited to, applications, payment requests,

April 17, 2018

3

agreements, and amendments, necessary to secure grant funds and to implement the approved grant project; and provides the resolution will be effective from the date of approval through September 30, 2021. (Resource Management)

(See Resolution Book No. 60)

REGULAR CALENDAR, CONTINUED

GENERAL GOVERNMENT

ADMINISTRATIVE OFFICE/BOARD OF SUPERVISORS

LEGISLATIVE UPDATE/SUPERVISORS' REPORTS

County Executive Officer (CEO) Larry Lees gave an update about adding jail space, stating that the county was moving forward to add 60 beds to the current jail. The state has tentatively approved the plan, so the county has entered into a contract with an architect to start the design. CEO Lees will put out a press release with information. CEO Lees also stated that with recent retirements from high-ranking county positions, the county is already moving forward on filling those positions.

In response to questions from Supervisor Kehoe, CEO Lees stated that there is not an exact timeline for completion of the jail bed project, but he anticipates that it will be done by year's end. At that time, even if the project is not fully completed, there should be additional capacity in the jail.

Supervisor Kehoe recently attended a meeting of the Mental Health, Alcohol, and Drug Advisory Board.

Supervisors reported on issues of countywide interest.

9:43 a.m.: The Board of Supervisors adjourned.

Chairman

ATTEST:

4

April 17, 2018

LAWRENCE G. LEES
Clerk of the Board of Supervisors

By _____
Deputy

DRAFT

REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS

BOARD MEETING DATE: April 24, 2018

CATEGORY: Consent - Health and Human Services-2.

SUBJECT:

Agreement with Kings View Corporation.

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

Supervisory District No. : All

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

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

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

RECOMMENDATION

Approve and authorize the Chairman to sign an agreement with Kings View Corporation in an amount not to exceed \$1,665,923 during the entire term of the agreement to provide mental health services for eligible youth for the period date of signing through June 30, 2018, with two automatic one-year renewals.

SUMMARY

The proposed agreement will allow Kings View Corporation (Kings View) to provide specialty mental health services to eligible clients and their family members in Shasta County during Fiscal Years 2017-18, 2018-19 and 2019-20.

DISCUSSION

The Shasta County Mental Health Plan (MHP) has a responsibility to provide specialty mental health services to eligible Medi-Cal Beneficiaries. The proposed agreement will allow Kings View to provide medically necessary mental health services to children, adolescents, and young adults (up to 21 years of age) who fall within Shasta County's eligible population. This organization provides both clinic-based and community-based therapeutic services.

Kings View has been providing medically necessary mental health services for a number of years to eligible Shasta County clients through school-based contracts. Kings View meets specific requirements to ensure maximum access to services for Shasta County clients and their families, including children placed in foster care. The Health and Human Services Agency (HHS) has oversight processes in place and will monitor performance by evaluating client outcomes through the implementation of the Child and Adolescent Needs and Strengths (CANS) tool as well as progress towards individual treatment goals.

Through this agreement, Kings View will provide a variety of specialty mental health services including but not limited to: Case Management, Intensive Care Coordination, Crisis Management, and Intensive Home Based Services as part of treatment services for children who are Medi-cal beneficiaries.

The proposed agreement includes language to allow the HHSA Director or his or her designee to approve variances up to a maximum of 10 percent between categories within each budget line item with prior approval, provided the maximum amount of compensation is not exceeded. Allowing the HHSA Director to authorize this budget variance in the agreements will allow Kings View flexibility to provide those service types most needed by the children being served.

ALTERNATIVES

The Board could choose not to approve this agreement or to approve with modified terms or funding levels.

OTHER AGENCY INVOLVEMENT

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

FINANCING

Costs of mental health services delivered via this contract are included in the Mental Health (BU 410) FY 2017-18 Adopted Budget. Specialty Mental Health Medi-Cal services in this agreement are funded through a combination of federal Medicaid funds (approx. 50%) with a county match which is met through a combination of 1991 and 2011 realignment revenue. There is no additional General Fund impact with approval of this recommendation.

ATTACHMENTS:

Description	Upload Date	Description
Kings View Corporation Agreement	4/10/2018	Kings View Corporation Agreement

**PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF SHASTA
AND
KINGS VIEW CORPORATION**

This agreement is entered into between the County of Shasta, through its Health and Human Services Agency a political subdivision of the State of California, (County) and Kings View Corporation, a California non-profit corporation (Consultant) (collectively, the Parties and individually a Party) for the provision of youth mental health services.

Section 1. RESPONSIBILITIES OF CONSULTANT.

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

- A. Provide specialty mental health services at the compensated rates as prescribed in **EXHIBITS A, Scope of Work and B, Rates**, both attached and incorporated herein. For all services, Consultant shall comply with applicable provisions of the State of California approved Shasta County Managed Care Mental Health Plan, number 12-89397, (Plan) and any subsequent updates. For the purposes of this agreement, the Plan is the contract between the State of California Department of Health Care Services (DHCS) and the County to provide mental health managed care services to California Medi-Cal beneficiaries. The Plan is available at: http://www.co.shasta.ca.us/index/hhsa_index/Community_partnerships/OrgProviders.aspx. Consultant shall check the website for updates regularly to ensure Consultant has current approved Plan. Should Consultant be unable to access the electronic version of the Plan, County will provide Consultant with a hard copy version upon written request. If any ambiguity, inconsistency, or conflict exists between the language of this agreement, the Exhibits, and the Plan, the Plan shall govern.
- B. Provide specialized Early and Periodic Screening, Diagnosis, and Treatment (EPSDT) mental health services to Shasta County or other counties Medi-Cal eligible Clients age 0-21 years referred by County.
- C. Screen 100% of referred Clients for EPSDT Medi-Cal eligibility monthly while the Client is open to services with the Consultant. The eligibility screening shall include verifying that Shasta County is the responsible County, and assessing for valid full scope Medi-Cal coverage aid codes.
- D. Take the necessary steps to ensure the timely reinstatement of Medi-Cal eligibility, should the Client become ineligible for full-scope Medi-Cal, and notify County regarding ineligibility and potential for reinstatement.
- E. Treatment shall be based on a comprehensive mental health assessment that determines medical necessity in collaboration with the Client and a person or persons authorized to consent to treatment. Treatment shall not exceed the services authorized by County.
- F. Provide community-based services to Clients and families including, but not limited to home, school, office or other sites. Place of service shall enhance service delivery and access to service. Documentation of the site of services shall be reflected in the Client treatment record and service claims.

- G. Provide flexible service delivery to Clients and families during regular business hours as well as outside of the Monday through Friday 8am – 5pm work day.
- H. Ensure all staff accompanying a Client into the community, as a part of mental health service delivery, maintains ongoing supervision and care for the Client throughout the service event, to include returning the Client to an appropriate responsible adult.
- I. Ensure staff provides documentation of productivity at a minimum of 65% of available time for the provision of mental health services to Clients. The 65% shall be based on an aggregate of Consultant's staff. For purposes of this agreement, "available time" is defined as the total number of minutes paid to each of Consultant's treatment staff including paid time off.
- J. Notify County of any/all changes in leadership staff within ten days of change. Leadership staff includes but is not limited to, Executive Director, Clinical/Program Director, and Chief Fiscal Officer. Notify County of any/all physical changes to the site(s) where services are provided by Consultant in accordance with the Plan and Title 9 of the California Code of Regulations.
- K. Ensure staff attend County meetings and other work groups as scheduled by County at a minimum of every 90 days, a maximum of once per month.
- L. Ensure Consultant's staff attends training sessions conducted by, or arranged through, County, as determined by County.
- M. Allow County and the California Department of Health Care Services (DHCS), and their duly authorized representatives at all reasonable times to inspect or otherwise evaluate the work performed under the terms of this agreement, including all supported activities and the premises in which it is being performed.
- N. As required by Government Code section 7550, each document or report prepared by Consultant for or under the direction of County pursuant to this agreement shall contain the numbers and dollar amount of the agreement and all subcontracts under the agreement relating to the preparation of the document or written report. If multiple documents or written reports are the subject of the agreement or subcontracts, the disclosure section may also contain a statement indicating that the total agreement amount represents compensation for multiple documents or written reports. Consultant shall label the bottom of the last page of the document or report as follows: department name, agreement number, and dollar amount. If more than one document or report is produced under this agreement, Consultant shall add: "This [document or report] is one of [number] produced under this agreement."
- O. Comply with the privacy and information security provisions contained within Exhibit F of the Plan. Consultant shall implement reasonable and appropriate administrative, physical and technical safeguards to protect Protected Health Information (PHI). For purposes of this agreement PHI means individually identifiable health information that is transmitted by electronic media, maintained in electronic media, or is transmitted or maintained in any other form or medium.
- P. Ensure hours of operation for Clients served under this agreement are no less than the hours of operation provided to any other person served by Consultant.

- Q. Maintain collaborative relationships with Child Welfare, Probation, Special Education, Medical Providers, and other supportive entities to provide the most comprehensive experience for the client.
- R. Utilize an Electronic Health Record (EHR) and document all clinical services within 3 days of service delivery. Maintain an Electronic Signature Agreement for the terms of use of an electronic signature for each individual documenting clinical services in the EHR.
- S. Understand the California Code of Regulations, Title 9, Chapter 11 services to Medi-Cal beneficiaries age 0-21 years, and work under the County's Mental Health Managed Care Plan.
- T. Maintain an Annual Quality Management (QM) Work Plan for compliance with the County's Managed Care Mental Health Plan.
- U. Acknowledge the funding source of all activities undertaken pursuant to this agreement including any educational and training materials, audio visual aids, interviews with the press, flyers, or publication with the following statement: "This activity (or program) has been funded (or sponsored) by the County of Shasta through the California Department of Health Care Services."

Section 2. RESPONSIBILITIES OF COUNTY.

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

- A. Compensate Consultant as prescribed in sections 3 and 4 of this agreement.
- B. Monitor and evaluate the performance of Consultant throughout the term of this agreement to assure compliance with the terms and conditions of this agreement.
- C. Conduct meetings a minimum of biannually, maximum of once per month, to coordinate mental health treatment, program planning, contract compliance, and to provide consultation to Consultant regarding service delivery. The date, time, and location of each meeting will be set by County.
- D. Conduct visits for Medi-Cal site certification and program review at site(s) where services are provided by Consultant in accordance with the Plan and Title 9 of the California Code of Regulations. Dates and times of site visits shall be determined by County based upon Medi-Cal Certification and Recertification requirements.
- E. Review Consultant's participation in and compliance with Plan problem resolution process and Title 9 of the California Code of Regulations for Client complaints or grievances.
- F. Conduct utilization review meetings with Consultant staff for the purpose of reviewing documentation in the records of Clients receiving services. The date, time, and location of each utilization review meeting shall be set by County.
- G. Notify Consultant when Clients are admitted to a psychiatric hospital by County.

- H. Refer Clients that are Full-Scope Medi-Cal eligible beneficiaries and assess non Medi-Cal eligible youth to determine eligibility for services prior to referral for Consultant's services as provided in **EXHIBIT A, Scope of Work**.
- I. Submit billings to Medi-Cal or other payor sources as appropriate for services provided by Consultant.
- J. Exhaust administrative remedies to appeal or otherwise reverse the denial of payment by Medi-Cal for services delivered and billed pursuant to this agreement.
- K. Provide Treatment Authorization approvals or denials in a timely manner.
- L. If a federal or state audit exception is created, during the provision of services under this agreement, due to an error or errors of omission or commission on the part of County, be responsible for the audit exception.

Section 3. COMPENSATION.

- A. County shall compensate Consultant for services rendered pursuant to this agreement in accordance with the terms specified in **EXHIBIT B, Rates**. The total compensation payable to Consultant under this agreement shall not exceed \$245,923 for County fiscal year 2017-18, and \$710,000 for County fiscal year 2018-19, and \$710,000 for County fiscal year 2019-2020. In no event shall the total maximum amount payable under this agreement exceed \$1,665,923.
- B. In accordance with the budget as prescribed in Section 4, County shall pay to Consultant a maximum of \$1,665,923 for all reasonable and necessary costs in accordance with applicable Circulars of the Office of Management and Budget (OMB) of the Executive Office of the President of the United States, for satisfactorily providing services pursuant to this agreement. In no event shall the maximum amount payable under this agreement exceed \$1,665,923.
- C. During the term of this agreement, the Health and Human Services Agency (HHSA) Director (Director) or HHSA Branch Director may approve, in writing and in advance, changes in any line item budgeted expenses in the Budget up to a maximum of 10 percent between categories within each line item budget expense provided the maximum compensation specified in Section 3.A. of this agreement is not exceeded.
- D. Consultant's violation or breach of agreement terms may result in fiscal penalties, withholding of compensation, or termination of agreement.

Section 4. BILLING AND PAYMENT.

- A. Consultant shall submit to Fiscal Unit, Shasta County Health and Human Services Agency (HHSA), Attn: Accounts Payable, P.O. Box 496005, Redding, CA 96049-6005, monthly by the 15th of each month for services rendered the preceding month, and in accordance with the **Budget**, herein attached and incorporated as **EXHIBIT D**, a billhead or invoice regularly used in the conduct of Consultant's business for services rendered that includes Consultants current and active National Provider Identifier (NPI) number under which the services provided pursuant to this agreement shall be billed to state or federal payer sources and costs

incurred, accompanied by an **Expenditure Report**, herein attached and incorporated as **EXHIBIT C**, and receipts.

- B. County shall not be obligated to pay Consultant for services covered by any Invoice, if Consultant presents the Invoice to County more than 90 days after the date services were rendered by Consultant for Medi-Cal eligible youth or more than 150 days after the date services were rendered by Consultant for Medi-Cal eligible youth with private insurance.
- C. Consultant shall provide County with supporting documentation and an explanation of benefits (EOB) when submitting Invoices for Medi-Cal eligible youth with private insurance. If Consultant does not receive a response from the private insurer within 90 days of billing to them, Consultant shall include that service in the next Invoice to the County, providing the completed claim form as proof of billing. Consultant shall provide advance notice to County when submitting an Invoice more than 90 days after the date services were rendered by Consultant.
- D. County shall make payment within 30 days of receipt of Consultant's correct and approved Invoice. For the final month of this agreement, June 2020, Consultant shall submit to Fiscal Unit Shasta County HHSA, a final Invoice no later than July 15, 2020. Notwithstanding the previous sentence, a final Invoice for Medi-Cal eligible youth with private insurance, including supporting documentation and EOB, may be submitted by Consultant to Fiscal Unit, Shasta County HHSA after July 15, 2020, with prior approval of the HHSA Director (Director) or any HHSA Branch Director designated by the Director provided that the final Invoice is provided to the Director or HHSA Branch Director designated by the Director no later than November 30, 2020.
- E. Upon termination of this agreement, County shall compensate Consultant pursuant to the terms of this agreement within 30 days of receipt of Consultant's final Invoice and Expenditure Report. Consultant shall submit Consultant's final Invoice and Expenditure Report, within 15 days of the effective date of termination. To the extent necessary to effectuate full compensation of Consultant, this provision shall survive the termination of this agreement.
- F. Consultant shall provide County with all records required to bill third-party payors, including documentation of billing to private insurance, required for the purposes of the Utilization Review Meetings, and as may be required by County for other purposes relevant to the provision of services under the terms of this agreement, within 90 days of the date of service.
- G. All approved services adjudicated through the Short-Doyle/Medi-Cal Program of the State of California Department of Health Care Services shall be settled pursuant to Section 7.G of this agreement, at actual costs or published costs, whichever is less.
- H. Compensation under this agreement shall be reduced by applicable Consultant revenues. The term "applicable Consultant revenues" refers to those receipts or reductions in expenditures or costs which operate to offset or reduce expense or cost items that are allocable to Consultant's compensation under this agreement (such as but not limited to: purchase discounts, rebates or allowances, insurance refunds and adjustments or

overpayment, or other erroneous charges). To the extent that applicable Consultant revenues, accruing or received by Consultant relate to allowable costs, they shall be credited to County either as a reduction, or a cash refund, as appropriate.

- I. Should County, or the state or federal government, disallow any amount claimed by Consultant, Consultant shall reimburse County, or the state or federal government, as directed by County, or the state or federal government, for such disallowed cost.
- J. Client services denied for payment by Medi-Cal will be adjusted against future Consultant monthly invoices.
- K. Consultant shall hold harmless the California Department of Health Care Services and Clients served under the terms of this agreement in the event the County cannot or does not pay for services provided by Consultant pursuant to this agreement.

Section 5. TERM OF AGREEMENT.

The initial term of this agreement shall be effective as of the last date signed by both Parties and end June 30, 2018. The term of this agreement shall be automatically renewed for two additional one-year terms at the end of the initial term, under the same terms and conditions unless written notice of non-renewal is provided by either Party to the other Party at least 30 days prior to the expiration of the initial term or the then current term. Notwithstanding the foregoing, County shall not be obligated for payments hereunder for any future County fiscal year unless or until County's Board of Supervisors appropriates funds for this agreement in County's budget for that County fiscal year. In the event that funds are not appropriated for this agreement, then this agreement shall end as of June 30 of the last County fiscal year for which funds for this agreement were appropriated. For the purposes of this agreement, the County fiscal year commences on July 1 and ends on June 30 of the following year. County shall notify Consultant in writing of such non-appropriation at the earliest possible date.

Section 6. TERMINATION OF AGREEMENT.

- A. If Consultant materially fails to perform Consultant's responsibilities under this agreement to the satisfaction of County, or if Consultant fails to fulfill in a timely and professional manner Consultant's responsibilities under this agreement, or if Consultant violates any of the terms or provisions of this agreement, then County shall have the right to terminate this agreement for cause effective immediately upon the County giving written notice thereof to Consultant. If termination for cause is given by County to Consultant and it is later determined that Consultant was not in default or the default was excusable, then the notice of termination shall be deemed to have been given without cause pursuant to paragraph B of this section.
- B. Either Party may terminate this agreement without cause on 60 days written notice.
- C. County may terminate this agreement immediately upon oral notice should funding cease or be materially decreased during the term of this agreement.
- D. County's right to terminate this agreement may be exercised by the Shasta County Executive Officer, the Shasta County HHSA Director (Director) or any HHSA Branch Director designated by the Director.

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

Section 7. REPORTING REQUIREMENTS

Consultant shall:

- A. Provide an expenditure report in the format as prescribed in **EXHIBIT C** on the expenditures made based on Consultant's Budget, in providing youth mental health services pursuant to this agreement and reflecting Consultant's expenditures shall be submitted to and received by County within 30 days of the conclusion, termination or cancellation of this agreement. Should this agreement be terminated or cancelled prior to the end of the agreement, Consultant shall submit the Expenditure Report covering the period of time during which this agreement was in effect within 30 days of the termination or cancellation of this agreement. This provision shall survive the termination, expiration, or cancellation of this agreement.
- B. Provide within 60 days of execution of this agreement program objectives and goals.
- C. Provide by the 15th of each month following the month of services rendered the **Monthly Progress Report** herein attached as **EXHIBIT G**.
- D. Provide by July 15th and January 15th a narrative Semi-Annual Report including, but not limited to, all the following:
 - (1) Child and Adolescent Needs and Strengths (CANS) reporting outcomes;
 - (2) Staffing changes;
 - (3) Evaluation of services;
 - (4) Analysis of progress towards previously established goals and outcomes;
 - (5) Specialized training and/or curriculum development describing activities completed; and
 - (6) Analysis of identified issues and responses, developing issues, opportunities for improvement.
- E. Provide to County the Annual Quality Management (QM) Work Plan for compliance with the Quality Management requirements as set forth in the Shasta County Managed Care Mental Health Plan by July 15th for each preceding fiscal year.
- F. Financial Reporting
 - (1) Consultant shall provide financial information and/or records pertaining to Consultant's agency including, but not limited to: audited financial statement from

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

G. Annual Cost Report

- (1) Consultant shall submit a separate, detailed Mental Health Provider Cost Report (Cost Report) in the format prescribed by the California Department of Health Care Services and a complete financial statement (Financial Statement) not later than 90 days after the end of each fiscal year. Consultant's Cost Report and Financial Statement shall be subject to audit by appropriate county, state, and federal audit agencies. Costs for Medi-Cal eligible services rendered by Consultant shall be settled in accordance with California Department of Health Care Services guidelines. The Cost Report shall calculate the cost per unit as the lowest of the actual costs, published charges, or County Maximum Allowance (CMA). In the event the Cost Report settlement identifies an overpayment to Consultant, Consultant shall reimburse County the full overpayment amount. If Consultant fails to reimburse County within 60 days of receiving notice from County of the overpayment, County may withhold up to 20 percent of future monthly payments to Consultant under this agreement until the full overpayment has been recouped, or up to 100 percent of the final payment to Consultant under this agreement until the full overpayment has been recouped. If any amount of overpayment to Consultant remains unpaid upon the termination, expiration, or cancellation of this agreement, which has not been reimbursed to County either by monthly withholding or withholding from the final payment under this agreement, Consultant shall reimburse County within 60 days of the termination, expiration, or cancellation of this agreement. This provision shall survive the termination, expiration or cancellation of this agreement.
- (2) Consultant may use unaudited financial statements as the basis of cost information for completion of the Cost Report and Financial Statement. Consultant shall submit a copy of the unaudited financial statements with the completed Cost Report and Financial Statement. In addition, Consultant shall submit to County an independent audit report conducted by a Certified Public Accountant in accordance with OMB Circular A133 within 276 days after the close of each County fiscal year during which this agreement is in effect. This provision shall survive the termination, expiration, or cancellation of this agreement.

- (3) Compensation for services rendered subsequent to the Cost Report and Financial Statement due dates may be withheld from Consultant at the County's sole discretion until the Cost Report and Financial Statement have been received by County.

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

- A. This agreement supersedes all previous agreements relating to the subject of this agreement and constitutes the entire understanding of the Parties hereto. Consultant shall be entitled to no other benefits other than those specified herein. Consultant specifically acknowledges that in entering into and executing this agreement, Consultant relies solely upon the provisions contained in this agreement and no others.
- B. No changes, amendments, or alterations to this agreement shall be effective unless in writing and signed by both Parties. In addition to the provision in Section 3. C., minor amendments, including retroactive, that do not result in a substantial or functional change to the original intent of this agreement and do not cause an increase to the maximum amount payable under this agreement may be agreed to by amendment between Consultant and HHSA Director, or any HHSA Branch Director designated by the HHSA Director, provided that the amendment is in substantially the same format as the County's standard format amendment contained in the Shasta County Contracts Manual (Administrative Policy 6-101).
- C. The headings that appear in this agreement are for reference purposes only and shall not affect the meaning or construction of this agreement.
- D. If any ambiguity, inconsistency, or conflict exists or arises between the provisions of this agreement and the provisions of any of this agreement's exhibits or appendices, the provisions of this agreement shall govern.
- E. Notwithstanding the provisions of Section 9.B of this agreement, total line item budgeted costs in the Budget may vary up to a maximum of 10 percent between categories within each budget line item with prior approval through amendment by the County's Health and Human Services Agency Director (Director) or his/her designee, and provided the maximum amount of compensation per County fiscal year of this agreement is not exceeded.

Section 9. NONASSIGNMENT OF AGREEMENT; NON-WAIVER.

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

Section 10. EMPLOYMENT STATUS OF CONSULTANT.

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

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

Section 11. INDEMNIFICATION.

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

Section 12. INSURANCE COVERAGE.

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

3700 of the Labor Code, which requires every employer to insure against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of the Labor Code, and Consultant shall comply with such provisions before commencing the performance of the work or the provision of services pursuant to this agreement.

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

"Separation of Insureds.

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

- a. As if each Named Insured were the only Named Insured; and

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

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

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

Section 14. COMPLIANCE WITH LAWS; NON-DISCRIMINATION.

- A. Consultant shall observe and comply with all applicable present and future federal laws, state laws, and local laws, codes, rules, regulations, and/or orders that relate to the work or services to be provided pursuant to this agreement.
- B. Consultant shall not discriminate in employment practices or in the delivery of services on the basis of race, color, creed, religion, national origin, sex, age, marital status, sexual orientation, medical condition (including cancer, HIV, and AIDS), physical or mental disability, or use of family care leave under either the Family & Medical Leave Act or the California Family Rights Act, or in 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. section 12101, *et seq.*), the Fair Employment and Housing Act (Government Code sections 12900, *et seq.*), and regulations and guidelines issued pursuant thereto.
- D. Consultant shall comply with the Federal Rehabilitation Act of 1973, section 504.
- E. Consultant and Consultant's officers, employees, and agents shall comply with the policies of Shasta County adopted pursuant to the Deficit Reduction Act of 2005 §6032.
- F. For all services, Consultant shall comply with all applicable Medi-Cal Specialty Mental Health Services regulations; section 14680 of the Welfare and Institutions Code; and the California Code of Regulations, Title 9, Chapter 11.
- G. Consultant shall comply with all applicable provisions of Part 2 of Division 5 of the Welfare and Institutions Code, (commencing at section 5600 *et seq.*), Title 9 and Title 22 of the California Code of Regulations, the California Department of Health Care Services Cost Reporting/Data Collection Manual (CR/DC), and the prior State of California Department of Mental Health Policy Letters.
- H. Consultant shall comply with all applicable County, state and federal laws, ordinances, rules and regulations now in effect or hereafter enacted, pertaining to the provision of Medi-Cal Specialty Mental Health Services, each of which are hereby made a part hereof and incorporated herein by reference including, but not limited to, California Code of Regulations, title 9, section 1810.436, subd. (a)(1)-(5), which provides (in substance) that:
 - (1) Medi-Cal beneficiaries shall receive the same level of care as provided to all other patients served;
 - (2) Medi-Cal beneficiaries shall not be discriminated against in any manner;
 - (3) Consultant shall make all records, program compliance, and beneficiary complaints available for authorized review and fiscal audit whenever requested to do so by County, state, or federal authorities;
 - (4) Compensation paid pursuant to this agreement is considered to be payment in full; and
 - (5) Consultant shall adhere to Title XIX of the Social Security Act and conform to all other applicable federal and state statutes and regulations.
- I. Consultant shall comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act [42 U.S.C. 1857(h)], section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15).
- J. Consultant shall comply with Section 1352 of Title 31, U.S.C. and no funds expended pursuant to this agreement shall be used to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or

employee of Congress, or an employee of a Member of Congress in connection with any of the following covered federal actions: the awarding of any federal contract or agreement, the making of any federal grant, the making of any federal loan, entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract or agreement, grant, loan, or cooperative agreement. All services rendered by Consultant pursuant to this agreement shall be in compliance with Section 1352 of Title 31, U.S.C., and in conjunction therewith shall executed the attached **EXHIBIT E, Certification Regarding Lobbying**, attached hereto and incorporated herein.

- K. 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.
- L. In addition to any other provisions of this agreement, Consultant shall be solely responsible for any and all damages caused, and/or penalties levied, as the result of Consultant's noncompliance with the provisions of this section.

Section 15. ACCESS TO RECORDS; RECORDS RETENTION.

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

Services, the United States Department of Health and Human Services, the Comptroller General of the United States and other authorized state and federal agencies or their duly authorized representatives, the right to review, monitor, and evaluate Consultant's programs, books, records or procedures at any reasonable time.

- E. Consultant shall be subject to the examination and audit of the Department or Auditor General for a period of three years after final payment under contract (Government Code §8546.7). Consultant agrees to maintain and present, until six years after termination of this Agreement and final payment from County to Consultant, to permit the California Department of Health Care services or any duly authorized representative to have access to, examine or audit any pertinent books, documents, papers and records related to this agreement and to allow interviews of any employees who might reasonably have information related to such records.

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

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

Section 17. LICENSES AND PERMITS.

- A. Consultant and Consultant's officers, employees, and agents performing the work or services required by this agreement, shall possess and maintain all necessary licenses, permits, certificates, and credentials required by the laws of the United States, the State of California, the County of Shasta, and all other appropriate governmental agencies, including any certification and credentials required by County. Failure to maintain the licenses, permits, certificates, and credentials shall be deemed a breach of this agreement and constitutes grounds for the termination of this agreement by County.
- B. With respect to Consultant's Site(s), Consultant shall comply with all applicable County, state and federal licensing requirements and shall obtain all applicable licenses and display the same in a location on Consultant's Site(s) that is reasonably conspicuous. Failure to maintain the licensing requirements shall be deemed a breach of this agreement and may be, at County's sole discretion, grounds for the termination of this agreement pursuant to subsection A of Section 6 of this agreement.
- C. Consultant shall obtain a copy of the most recent Fire Marshall Clearance for each school based service delivery site(s) at the start of each school year and retain Fire Marshall Clearance for review as requested by County and/or the State of California Department of Health Care Services.
- D. Consultant shall immediately advise County of any investigation or adverse action taken against it, or against its officers, employees, and agents providing services pursuant to this agreement, by state or federal agencies and/or professional licensing organizations.

Section 18. PERFORMANCE STANDARDS.

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

Section 19. CONFLICTS OF INTEREST.

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

Section 20. NOTICES.

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

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

If to Consultant: Clinical Manager
 Kings View Corporation
 PO Box 994125
 Redding, CA 96099
 Tel: (530) 215-5886
 Fax: (530) 691-4901

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

Section 21. AGREEMENT PREPARATION.

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

Section 22. COMPLIANCE WITH POLITICAL REFORM ACT.

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

Section 23. PROPERTY TAXES.

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

Section 24. SEVERABILITY.

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

Section 25. COUNTY'S RIGHT OF SETOFF.

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

Section 26. CONFIDENTIALITY.

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

Section 27. CONFIDENTIALITY OF PATIENT INFORMATION.

All information and records obtained in the course of providing services under this agreement shall be confidential, and Consultant and all of Consultant's employees, volunteers, agents, and officers shall comply with state and federal requirements regarding confidentiality of patient information (including, but not limited to, sections 827, 5328, 10850, and 14100.2 of the California Welfare and Institutions Code; Health and Safety sections 11845.5 and 11812, 22 California code of Regulations section 51009; California Civil Code section 56.10; the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the regulations adopted pursuant thereto; Title 42, Code of Federal Regulations, Part 2; and Title 45, Code of Federal Regulations, section 205.50). All applicable regulations and statutes relating to patients' rights shall be adhered to. No list of services

of persons receiving services under this Agreement shall be published, disclosed, or used for any other purpose except for the direct administration of the program or other uses authorized by law that are not in conflict with requirements of confidentiality. This provision shall survive the termination, expiration, or cancellation of this agreement.

Section 28. CLINICAL RECORDS.

Consultant shall maintain adequate clinical treatment records. Clinical treatment records must comply with all applicable state and federal requirements. Individual Client clinical treatment records shall contain assessment information, treatment planning documents, and progress notes which reflect all Client contacts and/or all treatment decisions. Program and Client clinical treatment records shall contain detail adequate for the evaluation of the service. Consultant shall provide monthly reports to the Director in conformance with the Client and Service Information (CSI) System as directed by the County.

Section 29. FINANCIAL RECORDS.

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

Section 30. AGREEMENT SUPERVISION.

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

Section 31. NOTICE OF RIGHTS.

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

Section 32. FEDERAL HEALTHCARE COMPLIANCE PROGRAM.

- A. In entering into this agreement, Consultant acknowledges the County's Program for Compliance with Federal Healthcare Programs (Compliance Program) and agrees to comply, and to require its employees who are considered "Covered Individuals" to comply with all policies and procedures of the Compliance Program including, without limitation, County's **Code of Conduct, EXHIBIT F**, attached and incorporated herein. Should the

aforementioned Code of Conduct be amended during the term of this agreement, Consultant shall comply with the Code of Conduct as amended and as provided to Consultant by County. "Covered Individuals" are defined as employees of the Consultant with responsibilities pertaining to the ordering, provision, documentation, coding, or billing of services payable by a Federal Healthcare program for which County seeks reimbursement from the Federal Healthcare programs.

- B. Consultant agrees to provide copies of the Code of Conduct to all Covered Individuals who are its employees and to obtain (subject to review by County and/or Office of Inspector General [OIG]) signed certifications from each individual certifying that they have received, read, and understand the Code of Conduct and agree to abide by the requirements of the Compliance Program. Consultant shall submit the signed certifications to County's Compliance Officer within 30 days after the effective date of this agreement for all current employees who are Covered Individuals and within 30 days after the start date of any newly-hired employees who are Covered Individuals.
- C. Consultant agrees that all of its employees who are Covered Individuals, both current and all newly-hired, will be required to attend annually the complete compliance training program provided by County, or Consultant's program with prior approval of County's Compliance Officer, as required by the County's Program for Compliance with Federal Healthcare Programs.
- D. Consultant shall not enter into an agreement with any provider who is, or at any time has been, excluded from participation in any federally funded healthcare program, including, without limitation, Medi-Cal or Medi-Cal.
- E. Consultant attests that Consultant and all Consultant's employees and subcontractors are not excluded from Medi-Cal and Medicaid provider participation.
- F. Consultant shall verify prior to hire and monthly thereafter all of Consultant's employees and subcontractors are not excluded from Medi-Cal and Medicaid provider participation. Consultant shall maintain documentation of monthly verification on file and provide such documentation to County by the 10th of the following month, electronically in .pdf format or other electronic format preapproved by County to mhcompofcr@co.shasta.ca.us and CSCONTRACTS@co.shasta.ca.us. Verification checking, at a minimum shall include Consultant's use of the following three websites:
 - (1) Office of Inspection General
http://oig.hhs.gov/exclusions/exclusions_list.asp
 - (2) Medi-Cal Suspended and Ineligible List
<https://files.medi-cal.ca.gov/pubsdoco/SandILanding.asp>
 - (3) System for Award Management
<https://www.sam.gov/portal/SAM/#1>

Section 33. PERSONNEL.

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

Section 34. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT.

The Parties acknowledge the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations (HIPAA). Consultant understands and agrees that, as a provider of medical treatment services, it is a "covered entity" under HIPAA and, as such, has obligations with respect to the confidentiality, privacy, and security of patients' medical information, and must take certain steps to preserve the confidentiality of this information, both internally and externally, including the training of staff and the establishment of proper procedures for the release of such information. The Parties acknowledge their separate and independent obligations with respect to HIPAA, and that such obligations relate to transactions and code sets, privacy, and security. Consultant understands and agrees that it is independently responsible for compliance with HIPAA and agrees to take all necessary and reasonable actions to comply with the requirements of HIPAA related to transactions and code sets, privacy, and security. Consultant agrees that, should it fail to comply with its obligations under HIPAA, it shall indemnify and hold harmless County (including County's officers, employees, and agents), for damages that are attributable to such failure. The indemnification provided for in this section is in addition to, and does not in any way limit, the hold harmless, indemnification, and defense obligations of Consultant that are provided for in Section 11.

SIGNATURE PAGE FOLLOWS

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

COUNTY OF SHASTA

Date: _____

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

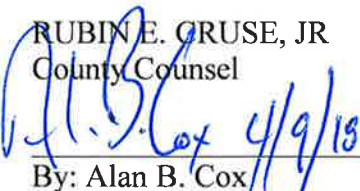
ATTEST
LAWRENCE G. LEES
Clerk of the Board of Supervisors

By: _____
Deputy

Approved as to form:

RISK MANAGEMENT APPROVAL

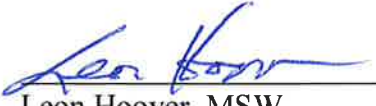
RUBIN E. GRUSE, JR
County Counsel


By: Alan B. Cox
Deputy County Counsel


By: James Johnson
Risk Management Analyst

CONSULTANT

Date: 3/30/2018


Leon Hoover, MSW
Chief Executive Officer

Date: 4/3/18


Jim S. Rodriguez, MBA
Chief Financial Officer

Tax I.D.#: On File

SCOPE OF WORK

SERVICES
A. Consultant shall focus services on moderate to severe Medi-cal youth throughout Shasta County who are on an Individualized Education Plan (IEP) or others referred by County and are in need of specialty mental health services to help stabilize their mental health conditions. The Consultant shall ensure a client will receive an assessment within 10 days of referral.
B. Gather Client information in the first three assessment contacts to complete and submit to County a Diagnostic Assessment and Treatment Plan that meets Medi-Cal regulation requirements, to include ICD-10 diagnosis, or current diagnostic criteria set forth by the state within <u>45 days of the intake appointment</u> . This information shall address, at a minimum, but not be limited to: Client's risk factors, presenting symptoms, diagnosis and related functional impairments, Client and family strengths, along with goals and interventions to ameliorate symptoms and impairments. Additional assessment contacts in the initial 60 day authorization period require prior County approval.
C. Begin clinical treatment (family, individual) for the assessed condition within two weeks of completed comprehensive mental health assessment and Treatment Authorization Request (TAR) or during the 45-day comprehensive mental health assessment period.
D. Involve the Client, parents, guardians and/or caregivers who are authorized to participate in all assessment, treatment planning, ongoing therapy and decision-making regarding the Client's service and document in the Client's Treatment Plan and EHR.
<p>E. On-going collateral therapy (with parent or other caregiver) is necessary for effective treatment for Clients under age 18, and must be frequent for those under age 14; therefore there will be an expected 50% collateral inclusion for Clients under age 14 and a 30% collateral inclusion for those between the ages of 14-18. Collateral therapy should focus on:</p> <ol style="list-style-type: none"> (1) Helping parent(s), guardian(s), and caregivers understand the process of mental health treatment and the nature of the Client's mental disorder. (2) Parent/caregiver capacity to support/address Client's mental disorder including but not limited to: <ol style="list-style-type: none"> a. Parent, guardian, or caregiver and Client relationship issues; b. Structure and stability of the home environment; c. Parenting strategies for challenging behaviors.
F. Consultant shall provide referrals and/or facilitate linkage to community services for needs such as housing, food, clothing and transportation, as appropriate.
G. Implement required services including, but not limited to: , Trauma Focused Cognitive Behavioral Therapy (TF-CBT), Case Management, Intensive Case Coordination (ICC), Intensive Home Based Services (IHBS), and Crisis Intervention.
H. Ensure interagency and organizational collaboration, including participation in meetings that address the mental health needs of children.
<p>I. Attend, participate, and at times coordinate a Youth Clinical Care meeting and/or a Child and Family Team meeting (CFT) for Clients served. Consultant must come prepared with the following information:</p> <ol style="list-style-type: none"> (1) Reason for calling the Youth Clinical Care or CFT meeting. (2) Age of Client. (3) Who Client lives with/caregiver. (4) When they began treatment with the Consultant.

- (5) Treatment goals and progress toward or lack thereof.
- (6) School performance/IEP status.
- (7) Diagnosis and medication management.

J. Provide Consultant staffing composition which may include professionals and paraprofessionals.

CRISIS

- A. Consultant shall give priority for services to Clients identified by County or Consultant as requiring immediate service (such as Clients discharging from an inpatient program, Clients identified high risk/need, or foster youth).
- B. Provide crisis support, including crisis assessment and intervention services to clients during normal business hours and after hours. Accompany Clients to the HHSA Children's Services Mental Health office or Emergency Rooms when Client is in crisis and is considered a danger to self or a danger to others.
- C. Consultant shall contact and coordinate with acute psychiatric hospitals, Juvenile Rehabilitation Facility, emergency rooms or any other involved agency within twenty-four hours when the Consultant is notified the Client has been hospitalized, or temporarily removed from their usual residence.

MANAGED CARE

- A. Initial Authorizations for services pursuant to this agreement shall be authorized by County for up to 60 days.
- B. Use only those forms that have been pre-approved by County.
- C. Mental health services available shall include:
 - (1) Assessment;
 - (2) Plan development;
 - (3) Psychotherapy including individual therapy;
 - (4) Group therapy;
 - (5) Collateral services;
 - (6) Rehabilitation services;
 - (7) Case management;
 - (8) Crisis intervention services;
 - (9) Intensive home based services (IHBS); and
 - (10) Intensive case coordination (ICC).
- D. Obtain prior written authorization for all services provided beyond the 60 day authorization through the submission and approval of a Treatment Plan and authorization request for all mental health services from County. Services rendered by Consultant without prior authorization, unless otherwise specified from County shall not be reimbursed.
- E. Complete the Assessment and Treatment Plan and if needed, authorization request within 45 days of referral.
- F. Reauthorizations for ongoing services pursuant to this agreement may be authorized by County as follows:
 - (1) Treatment Plans shall specify the type and frequency of interventions to be provided.
 - (2) Requests for reauthorization of services will be evaluated for medical necessity including level of ongoing impairment, as well as evidence of progress in treatment or risk of impaired development due to a mental disorder.

G. The first Treatment Plan and authorization request after the 60 day Initial Authorization shall be for a service period of up to one year from the date of the Initial Authorization, including the period of the Initial Authorization.
<p>H. Ongoing interventions that may be reauthorized by County include, but are not necessarily limited to:</p> <ol style="list-style-type: none"> (1) Continued collateral sessions only. (2) Individual therapy and collateral with at least one collateral session with Client monthly. (3) Group with collateral contact at least one time monthly. (4) Other ongoing mental health services, including rehabilitation services or case management with collateral contacts. (5) Adolescent Clients may receive individual therapy as the primary intervention when caregiver(s) is/are not willing to participate in treatment after two documented attempts to outreach and engage parents/caregivers after assessment.
I. Reassess Client at least once per year based on the date of Client's initial assessment and submit a copy of the annual assessment and Treatment Plan and authorization request for continued services to County when continued services beyond one year are clinically indicated. Continued services may be reauthorized up to one year subject to approval by County within 30 days before prior authorization expires.
J. Inform County and submit assessment document to County, by fax, within 3 working days after assessment, when any Medi-Cal beneficiary is determined to be ineligible for services. County shall review the assessment document and, if applicable, issue a Notice of Action to Client in accordance with the guidelines set forth in the County's Managed Care Mental Health Plan.
K. Complete all Performance Outcome requirements in accordance with and as determined by the State of California Department of Health Care Services and County. For purposes of this agreement Performance Outcomes include, but are not limited to, measures to determine Client satisfaction or progress and Consultant's productivity.
<p>L. Adhere to guidelines in accordance with policies and procedures issued by County, including but not limited to:</p> <ol style="list-style-type: none"> (1) Complete all chart documentation as defined by the policy and procedure information located at the County Provider website. The Provider website is updated and maintained by County and is available at: http://www.co.shasta.ca.us/index/hhsa_index/Community_partnerships/OrgProviders.aspx (2) Conduct a minimum of three internal chart audits each month and submit documentation of said audits to County by the 15th day of the following month. Consultant shall participate in additional internal Utilization Review activities as directed by County. (3) Comply with audit requests by County. (4) Complete and submit to County by July 15th for the preceding fiscal year, a Quality Management Annual Work Plan (QM Plan) including Annual Work Plan Goals and Annual Work Plan Goal report analyzing progress made on prior year's QM Plan as required by the State of California Department of Health Care Services and as set forth in the County's Managed Care Mental Health Plan. (5) Provide EPSDT notification to all Medi-Cal beneficiaries as required by the State of California Department of Health Care Services. (6) Determine who can legally give consent for Client treatment and obtain consent from that person as required by law. (7) Verbally notify Children's Branch Director within 4 hours regarding instances of significant harm.
M. Provide a TAR within 45 days of intake appointment.

DISCHARGE PLANNING

- A. Prior to discharge Consultant shall coordinate a discharge planning meeting with County.
- B. Utilize the Program Diagnosis and Discharge form, incorporated herein as **EXHIBIT H**, when a Client's diagnosis has been updated and/or when the Client is discharged.

MEDICATION MANAGEMENT

- A. A referral for medication management services may be made at any time the Client presents risk to self or others, is at risk of disruption to school placement or at risk for out-of-home placement, or an assessment indicates that medication could assist in decreasing presenting symptoms. Parent/guardian/caregiver participation in medication management services is required. Consultant's primary therapist for the Client shall coordinate services with County medication management services.
- B. For Clients receiving medications through Children's Services, a Youth Clinical Care meeting will be required to discuss coordination and transition of Client out of therapy and medication treatment. If the Client prefers to receive only medication services, this information will be discussed in the Youth Clinical Care meeting and a plan for the appropriate provision of medication management services will be determined.

FOSTER YOUTH

- A. Verbally notify the Child Welfare social worker, or probation officer and Mental Health Access within five working days of any of the following:
 - (1) Client has terminated counseling with Consultant.
 - (2) Client, family, foster family, or relative caregiver has failed to respond to Consultant's efforts to schedule an appointment.
 - (3) If Consultant deems a planned discharge is necessary, notification to County should be provided to the assigned social worker or probation officer before the Client is discharged.
- B. Consultant shall provide testimony when subpoenaed to court and ordered to release information. In the event that Consultant is required by subpoena to testify in any matter arising out of or concerning this agreement by any party, Consultant shall not be entitled to any compensation from County for time spent or expense incurred in giving or preparing for such testimony, including travel time.

CHILD AND ADOLESCENT NEEDS AND STRENGTHS (CANS)

- A. Utilize the CANS for assessment, treatment planning, and evaluation of program. At a minimum, Consultant shall complete a CANS during the initial assessment and TAR submission, at 6 months intervals, with the annual TAR submission, and prior to discharge. County shall provide the Consultant with the version/template of the CANS the County uses as a minimum application.
- B. Routinely review individual Client and Consultant outcomes for quality improvement efforts in service delivery.
- C. Consultant may utilize a CANS version with additional questions beyond the County version, but it must contain, at minimum, the same questions as the County version. Consultant shall submit CANS data into an identified County database for reporting purposes.
- D. Ensure staff are trained annually in use of the CANS tool.

TRAUMA FOCUSED COGNITIVE BEHAVIORAL THERAPY (TF-CBT)	
A.	Utilize TF-CBT as the primary treatment modality for Clients diagnosed with Post Traumatic Stress Disorder and Anxiety Disorder not otherwise specified when the Client's symptoms appear related to the Client experiencing a traumatic event.
B.	Consultant shall sustain TF-CBT accredited staff and maintain all documentation and data tracking that is required to ensure fidelity to the evidence based practice.

EXHIBIT B

RATES**I. Mental Health Services**

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

Service	Rate	
Mental Health Services	2.52	per minute
Intensive Care Coordination	1.75	per minute
Case Management/Brokerage	1.75	per minute
Crisis Intervention	3.21	per minute
Intensive Home-Based Services	2.52	per minute
Assessment	2.52	per minute

- B. All approved services adjudicated through the Short-Doyle/Medi-Cal Program of the State of California Department of Health Care Services shall be settled pursuant to Section 34 of this agreement, at actual costs or published costs, whichever is less, and shall not exceed the agreement maximum. A cost settlement will occur within 60 days of County's final submission of Cost Report with the State of California Department of Health Care Services.
- C. Should the Consultant create a federal or state audit exception, during the course of the provision of services under this agreement, due to an error or errors of omission or commission, Consultant shall be responsible for the audit exception.
- D. Consultant shall provide County with current and active National Provider Identifier (NPI) numbers. Services provided without submission to County of current and active NPI's by Consultant shall be the responsibility of Consultant and shall not be reimbursed by or compensated for by County.

EXHIBIT C

EXPENDITURE REPORT

Kings View Corporation
1670 Market Street, Ste 256
Redding, CA 96001

Check for final Report ☐

Date of Report

Term of Contract:

Period of Report

Budget Category (1)	Approved Budget (2)	This Period (3)	Previous Periods (4)	YTD (5)	Remaining Balance (6)
Personnel/Position					
Fringe Benefits					
Total Salary and Benefits					
Operating Expenses					
Office Expenses/Supplies					
Equipment					
Rents/Leases					
Utilities/Communications					
Travel					
(OTHER - Please Specify)					
Total Operating Expenses					
Other Expenses					
Fixed Assets					
(OTHER - Please Specify)					
Total Other Expenses					
Total Expenses					
Administrative Cost					
(Not to exceed 15% of Total Expenses)					
Totals					

Invoice Total

\$,---.---

Prepared by: (type name here)

Date

Telephone #

FOR COUNTY USE ONLY:

Cost Center

Account Code

Project Code

Activity Code

EXHIBIT D

Kings View - Shasta County
BUDGETShasta County Health & Human Services Agency
1313 Yuba Street
Redding, CA 96001Kings View Corporation
P.O. Box 28923, Fresno CA 93729

Multi-Year Service Budgets

Budget Category	Budget Period		Budget Period		Total Budgeted Costs
	03/01/2018-06/30/2018	07/01/2018-06/30/2019	07/01/2019-06/30/2020		
Personnel/Position	FTE				
Regional Director	0.25	13,000.00	27,583.00	27,583.00	68,166.00
Clinical Manager I	1.00	37,110.00	101,264.00	101,264.00	239,638.00
Clinician	2.00	48,139.00	178,880.00	178,880.00	405,899.00
Mental Health Rehab Specialist	2.00	34,667.00	115,066.00	115,066.00	264,799.00
Administrative Specialist	0.50	8,093.00	20,321.00	20,321.00	48,735.00
Fringe Benefits		28,289.00	97,485.00	97,485.00	223,259.00
Total Salary and Benefits		169,298.00	540,599.00	540,599.00	1,250,496.00
Operating Expenses					
Office Expenses/Supplies		2,250.00	5,000.00	5,000.00	12,250.00
Rents/Leases Building		7,100.00	22,635.00	22,635.00	52,370.00
Building Maintenance		667.00	3,834.00	3,834.00	8,335.00
Utilities/Communications		5,233.00	9,550.00	9,550.00	24,333.00
Travel		3,600.00	9,800.00	9,800.00	23,200.00
Software		3,635.00	11,000.00	11,000.00	25,635.00
Vehicle Leases, Fuel & Maintenance		2,067.00	7,200.00	7,200.00	16,467.00
Staff Recruitment/Background Checks		2,000.00	1,000.00	1,000.00	4,000.00
Staff Training		1,700.00	5,000.00	5,000.00	11,700.00
Information Technology Svcs		5,255.00	13,500.00	13,500.00	32,255.00
Program Supplies		1,167.00	3,000.00	3,000.00	7,167.00
Insurance: Liability, Property, Auto		2,000.00	7,000.00	7,000.00	16,000.00
Total Operating Expenses		36,674.00	98,519.00	98,519.00	233,712.00
Other Expenses					
Capital Assets		15,580.00	500.00	500.00	16,580.00
					0.00
Total Other Expenses		15,580.00	500.00	500.00	16,580.00
Total Expenses		221,552.00	639,618.00	639,618.00	1,500,788.00
Administrative Cost		24,371.00	70,382.00	70,382.00	165,135.00
(Not to exceed 15% of Total Expenses)					
Totals		\$245,923.00	\$710,000.00	\$710,000.00	\$1,665,923.00

FOR COUNTY USE ONLY:

Cost Center _____
 Account Code _____
 Project Code _____
 Activity Code _____

EXHIBIT E

**State of California
Department of Health Care Services**

CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making, awarding or entering into of this Federal contract, Federal grant, or cooperative agreement, and the extension, continuation, renewal, amendment, or modification of this Federal contract, grant, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency of the United States Government, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure of Lobbying Activities" in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontractors, subgrants, and contracts under grants and cooperative agreements) of \$100,000 or more, and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S.C., any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Name of Consultant

Printed Name of Person Signing for Consultant

Contract/Grant Number

Signature of Person Signing for Consultant

Date

Title

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

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

1. PURPOSE

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

2. CODE OF CONDUCT - GENERAL STATEMENT

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

3. CODE OF CONDUCT

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

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

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

4. SHASTA COUNTY COMPLIANCE OFFICER

The Shasta County HHSA Compliance Officer may be contacted at:

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

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

Email: mhcompofcr@co.shasta.ca.us

CODE OF CONDUCT CERTIFICATION PAGES FOLLOWS



Shasta County Health & Human Services Agency (HHSA)

**CODE OF CONDUCT
CERTIFICATION**

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

1. I am an employee of Kings View Corporation, a consultant of the County of Shasta, through its Health and Human Services Agency;
2. I have received a copy of the Code of Conduct;
3. I have read and understand the Code of Conduct; and
4. I agree to comply with the Code of Conduct.

Signed _____ Date _____

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

Thank you.

**Shasta County Health & Human Services Agency – Children’s Services Branch
Youth Mental Health Services Agreement
Monthly Progress Report**

Monthly PROGRESS REPORT INSTRUCTIONS

One electronic copy of each monthly report is due to Shasta County HHSA Children’s Services Branch by the 15th of each month reporting on services rendered in the previous month.

1. Email electronic copies of monthly reports to: lstele@co.shasta.ca.us;
dshelton@co.shasta.ca.us; acondreya@co.shasta.ca.us; mceur@co.shasta.ca.us
cscontracts@co.shasta.ca.us

Provider Name: _____ **Month Covered by Report:** _____

Provider Number: _____ **NPI Number:** _____

Report Completed by: _____ **Phone:** _____

Email Address: _____ **Date of Report:** _____

- 1. Achievement of Program Objectives: Please report the number of existing, new and discharged individuals served during the reporting month.**

	# Served	Target # to Serve	% Served
Children/Youth in program at beginning of month			
Children/Youth added to program during month			
Children/Youth discharged from program during month			

Number of children/youth who were admitted to psychiatric hospital. <i>Target = < 3%</i> Take # of children admitted and divide by number served to get %	# admitted	%
Number of children/youth who received crisis services. <i>Target = < 5%</i> Take # of children receiving crisis services and divide by number served to get %	# receiving	%
Number of children/youth arrested/detained. <i>Target = < 5%</i> Take # of children arrested/detained and divide by number served to get %	# arrested /detained	%
Number of children/youth moved to group home. <i>Target = < 5%</i> Take # of children moved to group home and divide by number served to get %	# moved	%
Number of discharged who had CANS improved from initial score of (2-3) to (0-1). Number of those improved divided by number discharged. <i>Target = 70%</i>	# discharged	%
a. Life Domain Functioning Number improved divided by number discharged.		%
b. Mental Health Behavioral Emotional Needs Number improved divided by number discharged.		%
c. Risk Behaviors Number improved divided by number discharged.		%
d. Educational Needs Number improved divided by number discharged.		%
Number of Clients receiving collateral with family (Family Therapy). <i>Target = 75%</i> Number of Clients receiving collateral divide by number of Clients served.	# of clients	%
Number of Clients receiving services in their home. <i>Target = 60%</i> Number of Clients receiving services in their home divide by number of Clients served.	# of clients	%
Number of minutes billed to Medi-Cal this month.		
Amount of Unbilled Services this month.		

3. If achievement of any program objectives is below the expected target percentage, please provide explanation and plans for improving the rate of achievement in the next month:

4. Verification of Provider Staffs absence from Federal Funding Exclusion List:

By: _____ On: _____

5. Monthly Internal chart audit:

Chart Number/MH ID Number	Date of Audit	# of Discrepancies Identified	Auditor Name

6. Progress on completing the Additional Requirements this month (Check if complete).
(Use only those requirements listed on the **EXHIBIT A**)

- ☐ All staff working in program have passed the Sanction Checks.
- ☐ All staff working with consumers less than 18 years of age have received clearance from the Department of Justice (DOJ).
- ☐ All staff have been trained in and are adhering to the Code of Conduct.
- ☐ All staff have attended the mandatory staff trainings as required by Children's Services.
Number of mandatory trainings completed by staff this month. _____
- ☐ All documentation was brought to the Managed Care site on a weekly basis.
- ☐ Agency has submitted Financial Audit within the time limits as required by the Agreement.

Date Audit was submitted to Managed Care. _____

7. If any of the Additional Requirements have not been met, please provide explanation and a plan for meeting them:

8. Please describe any challenges or barriers encountered in program implementation and the steps that have been taken to resolve these issues.

9. Please provide any other information you would like us to have.

Shasta County HHSA

Program Diagnosis and Discharge Form

☐ Admission ☐ Update ☐ Discharge

Date: _____ Program: _____

Staff Name: _____ Staff Code: _____

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

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

Summarize General Medical Conditions

CSI Reporting

Any Physical Health Disorders affecting mental health?

☐ Yes ☐ No ☐ Unknown

Any Developmental Disabilities affecting mental health?

☐ Yes ☐ No ☐ Unknown

Trauma ☐ Yes ☐ No ☐ Unknown.

Substance Abuse ☐ Yes ☐ No ☐ Unknown

Substance Abuse Diagnosis: _____

Discharge Summary Only

Reason for Discharge

Client Status Code

Client Legal Class

Program Diagnosis /Program Discharge Form

Financials/Episodes

Rev. 4/2017

Client

Chart #

DOB

REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS

BOARD MEETING DATE: April 24, 2018

CATEGORY: Consent - Health and Human Services-3.

SUBJECT:

Application for MHSA Funding to Provide Permanent Supportive Housing for Persons with Psychiatric Disabilities for the Development Project, Woodlands 2

DEPARTMENT: Health and Human Services Agency-Office of the Director

Supervisory District No. : All

DEPARTMENT CONTACT: Donnell Ewert, Director, Health and Human Services Agency, (530) 225-5899

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

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

RECOMMENDATION

Take the following actions: (1) Approve County support for PC Redding Apartments Limited Partnership's (PCRA) application for Shasta County's Mental Health Services Act (MHSA), Permanent Supportive Housing funds administered through the California Housing Finance Agency (Cal HFA) for the provision of permanent supportive housing for persons with psychiatric disabilities for the development project, Woodlands 2; (2) approve County participation in the Permanent Supportive Housing Program; and (3) delegate authority to the Health and Human Services Agency (HHSA) Director, or any HHSA Branch Director designated by the HHSA Director, to negotiate, sign, and submit the Cal HFA Local Government Special Needs Housing Program (SNHP) Finance Application documents, so long as they otherwise comply with Administrative Policy 6-101, *Shasta County Contracts Manual*: (a) Attachment A, Local Government Certification; (b) Attachment B-1, SNHP Regulated Unit Occupancy Restrictions; and (c) documents related to the Cal HFA SNHP Finance Application.

SUMMARY

PC Redding Apartments Limited Partnership's (PCRA) wishes to apply for Shasta County's MHSA Permanent Supportive Housing funds through the Cal HFA to provide permanent supportive housing for persons with psychiatric disabilities. This project would add 20 more units to The Woodlands project on Polk Street within the City of Redding, five of which would be designated for persons with psychiatric disabilities. The HHSA is seeking authorization for the HHSA Director, acting in his capacity as Mental Health Director, to sign documents included in the application related to Shasta County's participation in the program.

DISCUSSION

Shasta County has \$587,832 on deposit with the Cal HFA in the Local Government SNHP for the purpose of building permanent supportive housing and providing rent subsidies for low-income people with severe mental illness (SMI). In 2013, the Board of Supervisors approved an investment of the majority of one-time MHSA housing funds to help finance The

Woodlands, a 55-unit low income housing project in the City of Redding, in exchange for 19 one- and two-bedroom units to provide permanent supportive housing for adults with SMI, and for families with children with severe emotional disturbance. The Woodlands opened on June 1, 2017, and is currently housing 34 individuals in the 19 units.

Originally, The Woodlands was proposed as a 75-unit apartment complex, but had to be scaled back to 55 units to better compete for tax credit financing. The City of Redding still owns a piece of land adjacent to The Woodlands and would like to develop that land with 20 more apartment units as phase 2 of The Woodlands (Woodlands 2). The City of Redding has asked PCRA, the entity that owns The Woodlands, to seek financing to build 20 additional units. As public financing is central to acquiring the tax credit financing needed for such projects since the demise of redevelopment funding, PCRA approached HHSA about using Shasta County’s remaining MHSA housing funds for this project, in exchange for five one-bedroom units that would be dedicated to individuals with SMI.

More than 100 people are on The Woodlands’ one-bedroom waiting list. The demand for this type of housing far exceeds supply, and The Woodlands 2 would help create more capacity. Of the 19 MHSA clients who live at The Woodlands, 18 have been successful in maintaining permanent supportive housing for nearly one year. The on-site case manager, peer support specialist, and resident manager have worked collaboratively and diligently to ensure that residents have the support that they need to maintain housing stability.

Examples of strategies that the support team uses to achieve this goal include consumer-driven goal setting, recovery-based case management and education, the use of Wellness and Recovery Action Planning, and connection to community-based programs such as the Olberg Wellness Center. These practices incorporate the principles of wellness and recovery that include affirmation and celebration of success, linkage to community-based support and social networks, development of life skills necessary for household/personal care management, and establishing a level of income that will sustain housing and assist members to achieve other, more independent housing goals they may have. Supports available include mental health services, intensive case management, medication support, 24/7 crisis services, access to In-Home Supportive Services (IHSS) and nursing staff, vocational services in collaboration with the State Department of Rehabilitation, benefit assistance, peer-to-peer support, and transportation assistance. The use of the Full Service Partner (FSP) flexible funding enables enrolled program participants to receive individualized support and “whatever it takes” services including social skill building activities, grocery shopping, and the purchase of ancillary necessities. A draft Supportive Services Plan (Section D), to document the example strategies mentioned above, is a Cal HFA application requirement.

An additional permanent supportive housing project for individuals with SMI is in the early planning stages for the intermountain area of Shasta County. Collaborators for that project include HHSA, the Shasta County Housing Authority, Northern Valley Catholic Social Service (NVCSS), and Partnership HealthPlan of California (PHC). It is anticipated that no MHSA financing will be required for that project.

Today’s action would provide the same authority as the Board of Supervisors provided on December 3, 2013, when it authorized the HHSA Director to sign Cal HFA’s SNHP application documents for the first phase of The Woodlands, and the original stakeholder input process.

ALTERNATIVES

An alternative is to not approve County participation in this project with Cal HFA SNHP funds, and instruct County staff to seek a different project for funding.

OTHER AGENCY INVOLVEMENT

MHSA stakeholders supported approval of the Cal HFA application during a meeting on April 9, 2018. During a special meeting on April 10, 2018, the Mental Health, Alcohol and Drug Advisory Board (MHADAB) recommended that the Board of Supervisors approve the application. Section D went into its required 30-day public comment period on April 16, 2018. The public comment period closes on May 16, 2018, and MHADAB will hold a public hearing on June 6, 2018, and determine whether to recommend approval to the Board of Supervisors at their June 12, 2018 meeting. County Counsel will review the final agreement as to form prior to signature. Risk Management will review the agreement prior to signature.

FINANCING

Cal HFA will be responsible for distribution of the funds directly to PCRA. PCRA is solely responsible for repayment of the loan for this project. The County has no on-going financial responsibility for this project beyond the provision of supportive services and program administration requirements, which will be funded through the MHSA Community Services and Supports, Full Service Partnership program budget, which has been an active program since 2006. There is no General Fund impact associated with approval of the recommendation.

ATTACHMENTS:

Description	Upload Date	Description
Attachment A - Cal HFA Finance App - Local Govt Certification Form	4/13/2018	Attachment A - Cal HFA Finance App - Local Govt Certification Form
Attachment B-1 - Cal HFA Finance App - SNHP Regulated Unit Occupancy Restrictions	4/13/2018	Attachment B-1 - Cal HFA Finance App - SNHP Regulated Unit Occupancy Restrictions
Attachment A-1 Cover sheet and Section D Supportive Services Plan Draft	4/13/2018	Attachment A-1 Cover sheet and Section D Supportive Services Plan Draft



**LOCAL GOVERNMENT SPECIAL NEEDS HOUSING PROGRAM ("SNHP")
SNHP FINANCING APPLICATION**

**ATTACHMENT A
LOCAL GOVERNMENT CERTIFICATION**

MENTAL HEALTH AGENCY NAME ("MHA"): _____

DEVELOPMENT NAME ("PROJECT"): _____

SITE ADDRESS: _____

- ☐ Rental Housing Project (5+ units); or
☐ Shared Housing (1-4 units where bedrooms are individually leased)

Number of SNHP Regulated Units (or bedrooms if Shared Housing): _____

Total rental units in this development proposal (including SNHP Regulated Units): _____

SECTION A: MHA RECOMMENDED FINANCING

SNHP Financing Offered by MHA	Maximum Dollar Amount	\$ Amt. per SNHP Regulated Unit	Approx. Term (years)
Capital Loan (20 - 55 yr. term)	\$	\$	
Capitalized Operating Subsidy Reserve (COSR)* (17+ years)	\$	\$	

**CalHFA requires each COSR to be sized to last a minimum of 17 years and the Developer is expected to fund any shortfall (unless waived by the MHA and described below in Section G). Show only a "COSR Approx. Term" if the Developer is required to fund the entire COSR. Leave the COSR line blank if no COSR is provided or required to subsidize the rents of the SNHP Regulated Units.*

SECTION B: OPERATING SUBSIDIES AVAILABLE TO SNHP REGULATED UNITS

Summary of SNHP Regulated Unit Subsidies - by Unit Size	Enter the Number of Units by Size			
	Studio or Single Bedroom	One Bedroom	Two Bedroom	Three Bedroom
COSR Assisted Regulated Units:				
Other - Describe:				

SECTION C: MHA REQUIRED FEES AND RESERVES (IF APPLICABLE):

1% Local Government Application Fee (due at loan closing): Required ☐ Not Required ☐

Developer shall fund a 3 year MHSA Client Rent & Utility Reserve*: Required ☐ Not Required ☐

**Not necessary if SNHP units are subsidized by other than COSR funds or if the MHA has other funds available to cover minimum rent and utility payments while MHSA residents wait to get qualified for SSI/SSP.*

SECTION D: DEVELOPMENT PROPOSAL ANALYSIS:

The MHA has reviewed the Project development proposal and prior to recommending financing, has analyzed, evaluated, or addressed each of the following:

- We have reviewed the entire Development team and Property Management firm's experience developing, operating, or managing permanent supportive housing;
- We have reviewed the proposed Project design to ensure it meets the needs of the proposed population (i.e. Project amenities, furnishings, onsite supportive service offices or areas, and community space with handicap bathrooms – if applicable);
- We have confirmed the SNHP unit rents won't exceed 30% of Area Median Income (unless special circumstances warrant a waiver as described below in Section G);
- We have advised the Developer and they understand that SNHP units subsidized by COSR require minimum rent payments that are the higher of a) 30% of SSI/SSP - less utilities unless included in rent; or b) 30% of household income; - less a utility allowance unless included in the rent;
- We have confirmed the SNHP Regulated Units include living, sleeping, and kitchen areas, and full bathroom(s) consisting of a toilet, sink and shower and/or bathtub. The kitchen area, at a minimum, has a sink, refrigerator, cupboard space, counter area, microwave and/or oven (depending on unit size), and a two-burner stove or built-in cook top. We have also advised the Developer whether they need to furnish the SNHP regulated units;
- We have advised the Developer that any SNHP regulated units operated as shared housing, require lockable bedrooms as bedrooms are rented individually to MHSA eligible clients;
- We will regularly verify the MHA's fund account balance with CalHFA and maintain our own fund balance reports and track Project specific allocations of funds. Prior to submittal of this SNHP Application to CalHFA, we verified that CalHFA has sufficient funds in our SNHP account to cover the proposed financing for this Project and all previously submitted and active SNHP financing requests.

SECTION E: COMMITMENT TO PROVIDE MENTAL HEALTH SERVICES:

For the duration of the SNHP Loan the MHA commits to provide, or contract and pay for, the mental health supportive services described in our approved Supportive Service Plan for the MHSA eligible clients occupying SNHP regulated units in this Project (a draft of which is attached hereto as Attachment A-1 to the SNHP Financing Application).

The Project's final approved Supportive Service Plan shall include:

1. A detailed Project description with unit amenities and a description of any special design requirements necessary to meet the needs of the targeted MHSA residents;
2. A description of the eligible MHSA client population (TAY, Family or Seniors);
3. A description of any permissible occupancy **preferences** that may be given to a particular sub-class of MHSA eligible clients (i.e. (i.e. veterans, the chronically homeless, etc.)
4. A description of any permissible occupancy **restrictions** that may overlap the SNHP Regulated Units and impose more stringent occupancy requirements to a specific sub-class of MHSA clients (i.e. veterans, the chronically homeless, etc.);
5. A tenant selection plan and tenant eligibility certification requirements;
6. A waiting list referral process and parameters for establishing new or updated waiting lists; and
7. A summary of the mental health supportive services funded by MHA for the Project's MHSA residents.

SECTION F: FAIR HOUSING CERTIFICATION:

The MHA has selected and approved financing for this Project and acknowledges and understands the following:

- That CalHFA **is not** reviewing the Project or proposal for compliance with state or federal fair housing or non-discrimination laws, including without limitation the Fair Housing Act, Section 504 of the Rehabilitation Act of 1973, and the Americans with Disabilities Act, which may apply to the Project.
- That state and federal fair housing and non-discrimination laws may impact occupancy restrictions imposed by the SNHP, or other funding regulatory provisions that the MHA has agreed to allow the Developer to overlay the SNHP regulated units (per Attachment B-1 to the SNHP Application).
- Changes in interpretations or enforcement of state or federal fair housing or non-discrimination laws or regulations may result in CalHFA making changes to the SNHP loan documents to ensure compliance.
- Unless required by the MHA, such changes to the SNHP loan documents will not trigger a request by CalHFA for an early loan payoff of either principal or accrued interest.

SECTION G: PROJECT COMMENTS / WAIVERS / OR CONDITIONS OF FUNDING:

SECTION H: MHA FINAL CERTIFICATION:

I hereby certify under penalty of perjury that I am the official responsible for the administration of local Behavioral or Mental Health Services ("Local Government"), that this proposal does not result in the supplantation of funds as set forth in Welfare and Institutions Code Section 5891, and that to the best of my knowledge and belief, all statements on this form are true and correct.

Local Government Authorized Representative:

By: _____ Date Signed: _____

Name: _____

Title: _____

Agency Name: _____

Attachment: A-1 - Draft Supportive Service Plan (final required prior to SNHP Loan closing)



California Housing Finance Agency

**LOCAL GOVERNMENT SPECIAL NEEDS HOUSING PROGRAM ("SNHP")****SNHP FINANCING APPLICATION****ATTACHMENT B-1****SNHP REGULATED UNIT OCCUPANCY RESTRICTIONS**

Local Government and Borrower are required to submit this form at the time of initial Application and any time any of the below information changes prior to the SNHP Loan closing. Local Government approved occupancy preferences for sub-classes of the below described "Occupancy Class Restrictions" (e.g. veterans; chronically homeless, or local residents) shall be described in detail in the Project's Supportive Service Plan.

Item 1: PERMISSIBLE SNHP OCCUPANCY RESTRICTIONS

Summary of SNHP Regulated Unit "Occupancy Class Restrictions"	Enter the Number of Units by Bedroom Count			
	Studio or Single Bedroom	One Bedroom	Two Bedroom	Three Bedroom
A. Transition Age Youth restricted unit mix:				
Local Government: Are TAY permitted to remain in the unit once they turn 25?				
B. Individuals / Families (any age) restricted unit mix:				
C. Senior restricted unit mix: Minimum Age:				
TOTAL REGULATED SNHP UNITS:				
Local Government: wants the option to rent this number of 2 or 3 bedroom units to multiple individual MHSA eligible clients, each renting a bedroom ("Shared Housing") when MHSA eligible families are not available to rent the units. Note: This is not an option for units subsidized by Project Based Section 8 vouchers or when prohibited by other lenders regulating the same units.				

ITEM 2: MORE RESTRICTIVE OCCUPANCY TYPES IMPOSED BY OTHERS:

The Local Government approves the below more stringent Occupancy Class Restrictions imposed by other lenders or rental subsidies that are permitted to overlay the SNHP regulated units (ie., ground lease local residency preference requirements). **NOTE: *the permissible use of VASH Vouchers or overlay of HCD VHHP regulatory provisions on SNHP regulated units means those SNHP units will be rented to Veterans.***

Source of Regulatory Provisions That will Overlay the SNHP Regulated Units	# of SNHP Units Affected	More Restrictive Occupancy Class Description
<input type="checkbox"/> HCD – VHHP Funding	_____ units	Veterans who are in-eligible for VA Benefits
<input type="checkbox"/> _____	_____ units	_____
<input type="checkbox"/> _____	_____ units	_____

DEVELOPER / BORROWER CERTIFICATION:

I hereby certify under penalty of perjury, that I have the delegated authority to represent the Developer / Borrower and certify that to the best of my knowledge and belief, all statements on this form are true and correct as of the below date.

BY: _____ Date: _____

Name/Title: _____

Email / Phone: _____

Company/Borrower Name: _____

LOCAL GOVERNMENT CONSENT / APPROVAL:

The Local Government approves the above Item 1 SNHP occupancy class restrictions by unit size, and any sub-class occupancy restrictions imposed by other lenders or subsidy providers described in Item 2 above.

The Item 1 assumptions and any other sub-class occupancy preferences we agree to, will be described in detail in the final Supportive Service Plan that we will provide prior to the SNHP loan closing.

BY: _____ Date: _____

Name/Title: _____

Email / Phone: _____

Agency Name: _____

LOCAL GOVERNMENT SPECIAL NEEDS HOUSING PROGRAM (“SNHP”)

SNHP FINANCING APPLICATION

ATTACHMENT A-1 COVER SHEET

PROJECT NAME: _____

DRAFT SUPPORTIVE SERVICE PLAN

(ATTACHED HERETO)

**NOTE: THE FINAL SUPPORTIVE SERVICE PLAN MUST BE SUBMITTED PRIOR TO THE
SNHP LOAN CLOSING**

**Section D: Supportive Services Plan
Instructions**

1. Submit the MHSA Supportive Services Information, Section D, Items D.1 through D.16, as listed on the Application Index & Checklist.
2. Enter required information into the yellow box marked "Response".
3. **Items D1 through D9 must be circulated for public comment and local review for 30 days prior to submission.**

Item D.1 Rental Housing Development Summary Form (Attachment B)

Instructions: Complete and submit the Rental Housing Development Summary Form **(Attachment B)**

DRAFT

Item D.2 Development Description

The Development Description should provide a narrative (approximately two pages) that includes:

1. Name and location of the proposed housing development;
2. Service goals of the development;
3. Characteristics of tenants to be served;
4. Type of housing to be provided;
5. How the building(s) in which housing and services will be provided will meet the housing and service needs of the MHSA tenants (location, building type, layout, features, etc.)
6. Name of primary service provider, property manager, and other development partners; and,
7. Summary of the development financing.

Response:**DEVELOPMENT DESCRIPTION**

1. The Woodlands 2 is located at 2900 Polk Street (assessor's parcel #108350063) in the City of Redding, California. The development is being proposed by PC Redding Apartments, a Limited Partnership between Palm Communities of Irvine, California and Northern Valley Catholic Social Service of Redding, California. The proposed new construction development will consist of 20 units on the same campus as The Woodlands, a 55-unit supportive housing complex. Like the original Woodlands, The Woodlands 2 will be two-story garden-style walk-up buildings, with a mix of 1-, 2- and 3-bedroom apartments. The proposed development will have 5 MHSA designated units, all one-bedroom. The Woodlands' on-site resident manager, case manager and peer support specialists will expand their scope of work to support these new units.
2. The Woodlands 2 will provide more capacity to achieve the over-arching service goal for The Woodlands, which is for Full Service Partnership (FSP) program participants to acquire and maintain housing stability. Examples of strategies that the support team is using to achieve this goal will be consumer-driven goal setting, recovery-based case management and education, the use of Wellness and Recovery Action Planning, and connection to community-based programs such as the Olberg Wellness Center. These practices incorporate the principles of wellness and recovery that include affirmation and celebration of success, linkage to community-based support and social networks, development of life skills necessary for household/personal care management, and establishing a level of income that will sustain housing and assist members to achieve other, more independent housing goals they may have.

Supports available include mental health services, intensive case management, medication support, 24/7 crisis services, access to In-Home Supportive Services (IHSS) and nursing staff, vocational services in collaboration with the State Department of Rehabilitation, benefit assistance, peer-to-peer support, and transportation assistance. The use of FSP flexible funding enables enrolled program participants to receive individualized support and "whatever it takes" services including social skill building activities, grocery shopping, and the purchase of ancillary necessities. The proposed project will provide a variety of units that can meet the housing needs of the majority of FSP program age groups, including transition-aged youth, adults, and older adults living independently.

The MHSA residents will be FSP program participants receiving case management support from a Personal Services Coordinator (PSC) who will serve as their primary on-site supportive service coordinator. One full-time-equivalent PSC is assigned to support the MHSA residents of The Woodlands. Additional FSP support is provided by a full-time Peer Support Specialist, peer advocates, clinicians, nurses, and psychiatrists. The project's on-site support focuses on skills and issues related to successful adaptation to the project community, achieving long-term housing stability, and daily application of recovery principles to promote ongoing self-sufficiency. Off-site services focus on

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community integration and establishment of a support network, educational and/or vocational advancements, some primary health care and mental health services, and overall wellness, recovery, and resiliency.

The creation of permanent supportive housing units at The Woodlands for adults with serious mental illness (SMI) is consistent with the Community Services and Supports Plan adopted by the Shasta County Health and Human Services Agency (SCHHSA) and seeks to expand the capacity of safe, affordable, and independent permanent housing.

3. MHSA units will be occupied by individuals who are eligible to MHSA services that have a serious mental illness; and are homeless or at-risk of homelessness, hospitalization, or incarceration; and are un-served or underserved individuals who are eligible to receive FSP intensive services and supports. The Woodlands 2, like the original project, is a multi-family project and all age groups eligible for FSP services may apply for residency.
4. The Woodlands 2 is a new construction project.
5. The Woodlands 2 is an addition to The Woodlands, the first MHSA permanent supportive housing project for Shasta County. Shasta County as a whole has an insufficient supply of supportive and affordable housing units. The development is centrally located near bus service, an elementary school, community-based services, and shopping including grocery stores, pharmacy, and other retail shopping. The proximity to these services has already proven beneficial to The Woodlands residents.

The Woodlands is a fenced and gated community which includes 24-hour on-site management, automobile entry gates, perimeter fencing and pedestrian gates. Common area security cameras are located throughout the community. The Woodlands also includes a multi-purpose community room for classes and for residents to reserve for parties and other events. The park-like grounds feature a fitness center, raised vegetable garden beds, a tot-lot playground, and a swimming pool with splash pad for young children.

As with The Woodlands, each unit in The Woodlands 2 will include Energy Star® rated appliances and equipment, including central heating/cooling, dishwashers, continuous cleaning gas range/oven and hood fan, garbage disposal, and a refrigerator/freezer. Units will also include private patios or balconies (depending on floor level), outdoor storage facilities, luxury vinyl plank and carpeting, blinds, and pantry cabinets. All MHSA units will come furnished.

To provide flexibility in meeting the needs of the MHSA residents and to reduce stigma, the 5 MHSA units will not carry any designation or identification as MHSA units and they will be scattered throughout the complex, as they are in The Woodlands. This arrangement fulfills an overall goal of integrating MHSA housing tenants among other residents of the complex to avoid creating a "project within a project" effect that could happen by concentrating consumers in entirely segregated and identified buildings.

6. The primary service provider is SCHHSA which operates the FSP program in Redding, California.

Property Management will be provided by Northern Valley Catholic Social Service (NVCSS). NVCSS has a standing relationship with the developer and provides property management services to several of the developer's properties.

Social Services programs will also be provided NVCSS. NVCSS is a local community-based organization with many years of experience working with the MHSA population in Shasta County.

7. Financing for the development will come from MHSA, the City of Redding (land donation), the proceeds of the sale of tax credits authorized by the California Tax Credit Allocation Committee, and a permanent conventional loan.

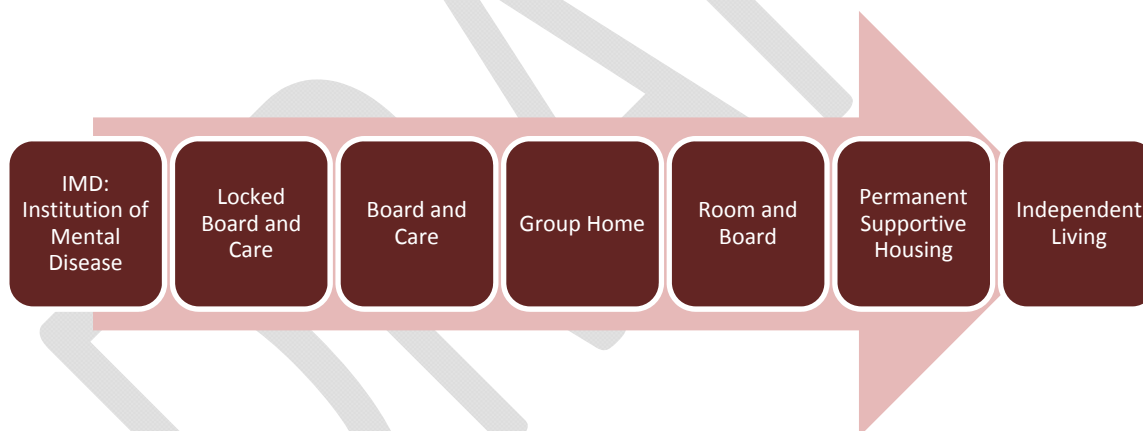
Item D.3 Consistency with the Three-Year Program and Expenditure Plan

Describe how the proposed housing development is consistent with the sponsoring county mental health department's approved Three-Year Program and Expenditure Plan. Provide specific information regarding how the development meets the priorities and goals identified in the Three-Year Program and Expenditure Plan.

Response:

Throughout the stakeholder process for MHSA, housing continually rises to the top as an unmet need for the MHSA population. The Housing Continuum is a Community Services and Supports (CSS) work plan put in place to help address the need for housing for those with a mental illness diagnosis. The primary goal of the Housing Continuum work plan is to assist individuals with a mental illness diagnosis who are homeless or at risk of homelessness by providing access to housing options, both transitional and permanent supportive, in the least restrictive setting as possible.

The Housing Continuum work plan was developed to assess and increase options available to the severely mentally ill in the community.

Housing Continuum

All MHSA planning committees and workgroups that contributed to Shasta County's approved CSS Plan and Annual Updates consistently identify the priorities of increasing housing capacity across the continuum of housing options and supports. These priorities include having geographic accessibility and integration in the community, as opposed to a segregated housing approach which promotes stigma, isolation, and community opposition to supportive housing developments.

The development strategy of SCHHSA is to leverage MHSA funds with other affordable housing funding resources to integrate supportive housing set-aside units within a general population affordable housing project in Redding. In addition, a tiered board and care facility opened in 2016 in the City of Shasta Lake with capacity for transitional and independent living options. Plans are also moving forward for a future MHSA permanent supportive housing development in the eastern area of Shasta County.

The Woodlands development is consistent with the SCHHSA's MHSA CSS Plan as it meets the following housing goals:

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- adds much needed units of permanent supportive housing into a service region with a waiting list of more than 100 people for MHSA units,
- promotes self-reliance and independence for mental health consumers and provides immersion of mental health consumers into a multi-family housing community while also introducing them to a variety of community-based support services,
- provides accessible program supports and FSP services to MHSA residents, and
- serves multiple age groups.

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Item D.4 Description of Target Population to be Served

Describe the MHSA Rental Housing Program target population to be served in the development. Include a description of the following:

1. Age group, i.e., adults, older adults, children, transition-aged youth;
2. The anticipated income level of the MHSA tenants; and,
3. A description of the anticipated special needs of the target population to be served, e.g., physical disabilities, chronic illness, substance abuse, prior housing status, etc.

Response:

1. The primary population that will be served in The Woodlands 2 consists of adults with serious mental illness who are homeless or at risk of homelessness and who are eligible to receive intensive supportive services from the FSP program. Age groups to be served include transitional age youth, adults, and older adults.
2. It is anticipated that MHSA tenants will have SSI income of approximately \$910 per month.
3. As is the case with MHSA units at the original Woodlands, it is anticipated that the majority of persons housed at The Woodlands 2 will be single adults. Support will be provided by the program that is most consistent with the needs of the consumer/resident. Since co-occurring disorders are common among FSP members, it is anticipated that there will be a focus on those with co-occurring substance use issues, as well as integration with primary care for chronic illness. Life skills training regarding housing maintenance, social skills, and money management are also special needs of formerly homeless residents adjusting to the responsibilities of self-sufficiency.

MHSA Housing Program Rental Housing Application**SECTION D****Item D.5 Tenant Eligibility Certification**

The county mental health department is responsible for certifying the eligibility of individuals, applying for tenancy in an MHSA unit, for compliance with the target population criteria. Submit a narrative description of the following:

1. How an individual applies to the county to become certified as eligible for an MHSA unit;
2. How certification of eligibility will be documented, provided to the individual applicant, and maintained by the county; and,
3. How certification of eligibility will be provided to the property manager/development.

Response:

1. MHSA Housing Program staff will use the existing waiting list for The Woodlands to populate the MHSA units of The Woodlands 2. To apply to be added to this waiting list, a consumer, by themselves or through their mental health service provider, will complete the Letter of Interest form and submit it to the SCHHSA, MHSA Housing Program (see Attachment H, Letter of Interest).

2. MHSA Housing Program staff will work with the mental health service provider to complete the MHSA Housing Program Referral Form. The referral form will be used to determine eligibility to the MHSA Housing Program (see Attachment I, MHSA Housing Program Referral).

Mental health service providers will be required to assist in the verification that referred individuals are eligible to the MHSA FSP program and that access to on-site supportive services is recommended in order to maximize housing stability and success at self-sufficiency. Eligibility criteria for MHSA Housing are:

- i) Applicants must meet the low-income requirement; and
- ii) Applicants must be eligible for MHSA FSP services (an adult with serious mental illness or a child with severe emotional disturbance; and are homeless, or at-risk of homelessness, hospitalization, or incarceration; and are un-served or underserved individuals who are eligible to receive FSP intensive services and supports).

The MHSA Housing Program shall review each Letter of Interest, confirm eligibility, and certify the applicant to the centralized housing waiting list of persons that have been certified for MHSA housing eligibility. The MHSA Housing Program is responsible for maintaining the wait list for referral to The Woodlands.

During the review process, MHSA Housing Program staff shall meet together with the proposed tenant and the mental health service provider to discuss the consumer's housing needs and to outline the MHSA Housing Program. If there are no current vacancies available to meet the consumer's housing needs, they will be placed on the waiting list. MHSA Housing Program staff will notify the consumer, both verbally and in writing, of the placement on the waiting list. Should the prospective resident be on the waiting list for longer than 30 days, eligibility will be re-certified prior to referral to The Woodlands.

3. MHSA Housing Program staff will provide The Woodlands property management with the names of certified MHSA applicants from the waiting list. The Woodlands property management is responsible for leasing the MHSA units and for creating a general awareness in the community about the availability of

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affordable and supportive housing units. Upon notification from The Woodlands property management of an MHSA unit becoming available, the MHSA Housing Program staff will notify The Woodlands property management, in writing, of the prospective tenant's eligibility for MHSA housing. The Woodlands property management will review all applicants based on standard Fair Housing policies and provisions.

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MHSA Housing Program Rental Housing Application**SECTION D****Item D.6 Tenant Selection Plan**

Provide a tenant selection plan, specific to the proposed development, that describes the following:

1. How prospective tenants will be referred to and selected for MHSA units in the development;
2. The tenant application process;
3. The procedure for maintaining the wait list;
4. The process for screening and evaluating the eligibility of the prospective MHSA tenants;
5. The criteria that will be used to determine a prospective MHSA tenant's eligibility for occupancy in the development;
6. The appeals process for individuals who are denied tenancy in an MHSA unit; and,
7. The reasonable accommodations policies and protocols.

NOTE: The Department's approval of the MHSA Housing Application does not ensure that the Tenant Certification/Referral Process is compliant with state and federal fair housing laws. Please seek legal counsel to ensure that the Tenant Certification/Referral Process complies with state and federal fair housing laws.

Response:

1. Prospective tenants who may be eligible for MHSA will be referred by:
 - Self-referral,
 - SCHHSA program staff or other mental health service provider, or
 - The Woodlands property management, upon a determination that the applicant may meet MHSA supportive housing eligibility criteria.
2. To be considered for MHSA supportive housing units, prospective tenants must complete the Letter of Interest to the MHSA Housing Program (Page 2 of the Letter of Interest form outlines the eligibility criteria and application process). MHSA Housing Program staff will review all referrals and applicants for satisfaction of the requirements and eligibility to occupy an MHSA unit.

Upon completion of the review, MHSA Housing Program staff will confirm the applicant's eligibility for MHSA housing. MHSA Housing Program staff will then meet with the prospective tenant and the mental health service provider to discuss the consumer's needs and housing preferences. Selection for residency will be based upon the compatibility of the project with the consumer's choices, and preferences and ability to support the consumer's wellness, recovery, and resiliency goals. If a unit is unavailable for an applicant who is certified as eligible for MHSA housing, the applicant will be placed on the wait list.

Applicants for MHSA Housing units who meet the eligibility shall be encouraged, but not required, to enroll as participants of the FSP program. As enrollees, prospective applicants would have the benefit of intensive supportive services that would assist them in being successful in their application to The Woodlands and their efforts to attain housing stability.

As the project nears completion, the MHSA Housing Program will be responsible for referring certified applicants to The Woodlands property management to continue the resident selection process. All prospective tenants will be provided with a standard application form by The Woodlands property

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management, who will then process the application and will uniformly apply its procedures for conducting a consumer credit and/or investigative report on all applicants, including those referred by the MHSA Housing Program, in accordance with Fair Housing laws. MHSA Housing Program staff will provide any necessary assistance to the applicant during this process.

3. The names of applicants who are eligible for MHSA housing will be placed on the MHSA Housing Program's waiting list, which will include date of receipt of their Letter of Interest by the MHSA Housing Program, information about the consumer's needs and preferences, and whether the person is currently engaged in FSP services. MHSA Housing Program staff will notify the applicant, both verbally and in writing, of being placed on the waiting list. The waiting list for all applicants certified to be eligible for tenancy in the MHSA housing project will be maintained by the MHSA Housing Program. The waiting list will exist in hard copy and an electronic version and is available for inspection. It will be reviewed and revised to reflect housing placements, changes in a consumer's housing preferences, changes in consumer's eligibility for MHSA housing units, and other information.

During the review process, MHSA Housing Program staff shall meet with the proposed tenant and the mental health service provider to discuss the consumer's housing needs and to outline the MHSA Housing Program. If there are no current vacancies available to meet the consumer's housing needs, they will be placed on the waiting list. MHSA Housing Program staff will notify the consumer, both verbally and in writing, of the placement on the waiting list. Should the prospective resident be on the waiting list for longer than 30 days, eligibility will be re-certified prior to referral to The Woodlands.

4. Mental health providers must certify that a consumer satisfies the eligibility for supportive housing units. As noted above, the second page of the Letter of Interest outlines the MHSA Housing Program eligibility criteria and application process.

Additionally, as described above, MHSA Housing Program staff will evaluate the applicant's Letter of Interest and referral through consultation with both the applicant and the mental health provider. The goal of this consultation is to review/verify information provided, determine eligibility, and to ensure that the applicant clearly understands the program, the application, and the wait list processes.

To be eligible for an MHSA unit at The Woodlands, an applicant must:

- meet the low income requirement (at or below 30% of Area Median Income)
AND
- be eligible for MHSA FSP services: an adult with serious mental illness or a child with severe emotional disturbance; who are homeless, or at-risk of homelessness, hospitalization, or incarceration; and are un-served or underserved. "At risk" may be supported by a history of more than one hospitalization or incarceration within the last 12 months and is related to symptoms of his/her mental health disorder.

5. To determine a prospective MHSA tenant's eligibility for occupancy at The Woodlands, MHSA Housing Program staff will ensure the person meets the criteria listed in item 4. Among those who meet this criteria, preference is given to people currently engaged in FSP services. If multiple people fit this criteria, preference is given to the person whose application was received first. This applicant, with the help of MHSA Housing Program staff, will complete The Woodlands' application for tenancy and submit it to The Woodlands property management. The prospective resident will be notified directly by The Woodlands' property management of the results of their application, in writing, within 72 hours of determination utilizing a Notice of Eligibility (NOE) sent to the applicant. Copy of the Notice of Eligibility will also be sent to the MHSA Housing Program at the same time. MHSA Housing Program staff shall notify the mental health service provider of application results.

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6. If an application for tenancy is not accepted by The Woodlands property management, MHSA Housing Program staff and the mental health service provider will ensure that the consumer understands his or her right to appeal and provide assistance in preparing, submitting, and presenting an appeal to the property management company, particularly if it is believed that the provisions of reasonable accommodation apply. MHSA Housing Program staff have been trained in the Fair Housing tenant selection and appeals policies and procedures established by The Woodlands property management, and can assist prospective tenants in appealing a denial or requesting reasonable accommodation. Legal Services of Northern California and City of Redding Housing Authority will be utilized as resources to provide consultation and technical assistance to the MHSA Housing Program staff and consumers to ensure equal and fair access to housing.
7. Some prospective MHSA tenants will likely come with a multitude of situations and backgrounds which might require reasonable accommodation. These include poor tenancy history, criminal convictions, substance use issues, and behavioral and physical health illnesses. The tenant selection process will focus on an applicant's current behavior and their ability to meet the terms of tenancy.

It is the developer/owner's policy to make every reasonable effort to accommodate individuals with special needs so that they are able to receive services adequately and comfortably. The accommodations may include, but are not limited to, requirements related to visual, audio, language, ergonomic, physical, psychiatric, and other medical needs. These accommodations may be offered to any individual who requires them and who would otherwise not be able to access services in this particular environment.

Upon initial screening by Shasta County Health and Human Services Agency Housing Program staff, any prospective tenant needs that might require accommodation will be identified and discussed with both the tenant and the property management. Prior to tenancy, a reasonable accommodation plan will be set and agreed upon by all parties involved.

It is the intent of this policy to create a service delivery environment which is respectful of all people's differences and special needs and to make all reasonable accommodations in order to welcome diverse perspectives. It is also our intent to make these accommodations in a timely and efficient manner so that minimal impact is felt by all parties involved.

Should an applicant be denied tenancy, they have a right to appeal (Reference Section D.6, Tenant Selection Plan - 6. Appeals process for individuals who are denied tenancy).

Item D.7 Supportive Services Plan

NOTE: A tenant's participation in supportive services may not be a condition of occupancy in MHSA units.

Describe the development's approach to providing supportive services to MHSA tenants. The following information should be provided:

1. A description of the anticipated needs of the MHSA tenants;
2. The supportive service provider's initial and ongoing process for assessing the supportive service needs of the MHSA tenants;
3. A description of each service to be made available to the MHSA tenants, to include where and how the service will be delivered, the frequency of the service delivery and identification of the service provider. A description of the available services and supports should include, but not be limited to:
 - a) Mental health services
 - b) Physical health services (including prevention programs)
 - c) Employment/vocational services
 - d) Educational opportunities and linkages
 - e) Substance abuse services
 - f) Budget and financial training
 - g) Assistance in obtaining and maintaining benefits/entitlements
 - h) Linkage to community-based services and resources
4. Indicate whether or not there will be an onsite service coordinator, and include the ratio of onsite staff to MHSA tenants. If there is no onsite service coordination, provide a description of service coordination for the development;
5. A description of how services will support wellness, recovery and resiliency. It is anticipated that the supportive services plan for the development will include services that are facilitated by peers and/or consumers. If this is not part of your service delivery approach, please provide an explanation;
6. A description of how the MHSA tenants will be engaged in supportive services and community life. Include strategies and specific methods for engaging tenants in supportive services and the frequency of contact between supportive services staff and MHSA tenants. This description should also include the identification of staff (the responsible service provider) and specific strategies for working with MHSA tenants to maintain housing stability and plans for handling crisis intervention;
7. If the Development is housing for homeless youth, provide a description of services to be provided to meet the unique needs of the population including engagement strategies and peer involvement. In addition, provide a description of how transition-aged youth MHSA tenants will be assisted in transitioning to other permanent housing once they reach 25 years of age;
8. Supportive services must be culturally and linguistically competent. Describe how services will meet this requirement including, when necessary, how services will be provided to MHSA tenants who do not speak English and how communication between the property manager and the non-English speaking MHSA tenants will be facilitated;
9. Describe the process to ensure effective communication between the service provider and the property manager regarding the status of MHSA tenants in the development and any other issues regarding the development, including but not limited to regularly scheduled meetings and

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the identification of a single point of contact for communication and coordination of supportive services; and,

10. Describe the plan for developing "house rules" and **provide a copy of any rules** that may be in place at initial rent-up; (**Please label and attach as "House Rules"**).

Response:

1. MHSA residents may have common and unique needs. Common needs tend to be in the areas of developing the self-sufficiency skills that will assist them to maintain housing. Areas of historical difficulty include social skills that enable tenants to be respectful and responsible "good neighbors" to other tenants in the project; housekeeping skills to ensure that the tenant is able to maintain his or her unit in a safe and healthy manner; budgeting skills to manage very limited resources in order to fund both housing, household and personal needs; illness management skills so that the tenant can successfully respond to life emergencies and/or the re-emergence of psychiatric symptoms; and for those with co-occurring substance abuse disorders, sober living skills. Unique needs will depend on the individual's goal(s), such as vocational or educational aspirations. An individual's relationship with family members and an individual's unique cultural background may also impact needs.
2. All FSP enrollees receive at least an annual assessment of needs and semi-annual review of their recovery goals and plans. Since the needs of the FSP program participants seem to evolve quickly, the more common practice is continuous monitoring to address the individual's changing needs. FSP programs include consumer-driven treatment planning and goal setting, as well as Wellness Recovery and Action Planning (WRAP) which seeks to actively engage participants in developing their recovery goals and working their plan. In addition, celebrating success is a core value of recovery-based programs. As a result, program members closely monitor needs, progress, success, and goal setting on a continuous basis. The cornerstone of providing FSP services is a "whatever it takes" service mentality in facilitating the FSP's growth and maintaining their wellness and recovery.
3. A description of each service that have been made available to the MHSA tenants, including where and how the service is delivered, the frequency of the service delivery, and identification of the service provider, is presented below:
 - a. Mental Health Services: Mental health services are provided both on-site at The Woodlands and at the SCHHSA community mental health building, which is located approximately 1-1/2 mile from The Woodlands. Services include case management, clinical support, crisis management, medication support, co-occurring disorder treatment, and nursing support. PSCs provide case management services on-site and coordinate other mental health services as needed. A Peer Support Specialist is also on site every weekday for support. Crisis services are provided through the Crisis Residential and Recovery Center and are available 24/7. One of the primary case management services provided is linkage to those community-based services which assist MHSA tenants with reaching their recovery goals and maintaining their housing. Case management services include access to funding which provides ancillary purchases such as groceries, household items, social skill-building activities, etc.
 - b. Physical Health Services (including prevention programs): Physical health services are closely coordinated with each resident's primary care provider. SCHHSA has a contractual agreement with Shasta Community Health Center (SCHC), a Federally Qualified Health Center in Redding, which provides primary health care in the community. As FSP members have access to SCHC or other primary care providers in the community, the PSC helps ensure coordination of care for both behavioral and physical health care needs. On-site nursing services are provided to assist in the monitoring and coordination of care. Health and wellness classes help residents enhance their relationship skills as they relate to personal and public interaction, communication, cooperation, personal responsibility, self-control,

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empathy, assertiveness vs. aggressiveness, pre-crisis intervention, emotional support, and cleanliness and hygiene assessments.

- c. Employment/Vocational Services: CalWORKs and the Opportunity Center are among the vocational programs offered by SCHHSA, and the Personal Service Coordinator and Peer Support Specialist have ready access to provide linkages to those and other appropriate employment and vocational resources as needed.
- d. Educational Opportunities and Linkages: Various life skills program are provided on-site by Northern Valley Catholic Social Service and are available to all residents of The Woodlands. The programs include many classes and activities focused on maintaining housing, stability, and wellness and recovery.
 - Adult education instruction includes computer skills workshops, GED instruction and tutoring, and job readiness skills such as resume building, job retention, and networking with community resources to promote employment opportunities.
 - After-school activities and classes tailored for youth include homework assistance, tutoring, and assistance that will provide study tools and enhance study skills. The Woodlands is walking distance from Juniper School, and the principal has already been an active participant in ensuring a strong connection between school and home for students who live at The Woodlands.
 - Triple P – Positive Parenting Program services are provided for parents wishing to enhance their parenting skills.
- e. Substance Abuse Services: Alcoholics Anonymous and Narcotics Anonymous meetings will be held on site, and the Personal Service Coordinator, Peer Support Specialist and onsite case manager provide linkages to other appropriate recovery programs and resources as needed.
- f. Budget and Financial Training: Financial literacy workshops teach what a budget is and why it's important to have and use one. Participants will learn how to open a bank account, complete an income/expense comparison, learn to reduce expenses, and budget for the week/month. Income tax preparation provides support and assistance in the completion and filing of tax returns.
- g. Assistance in Obtaining and Maintaining Benefits/Entitlements: In addition to mental health services, SCHHSA provides many social services. Where needed, PSCs will provide linkage and application assistance for services including In-Home Support Services (IHSS), Adult Protective Services, Public Guardian, and Representative Payee. Staff will also assist with assessment of government and insurance entitlements, including referrals to advocates for Social Security Income and other government entitlements when appropriate. Assistance will be provided in completing and submitting documentation necessary to obtain benefits.
- h. Linkage to Community-Based Services and Resources:
 - Wellness and Recovery Services: Wellness and recovery services are provided through the Olberg Center, a community-based MHSA wellness center. Personal Service Coordinators help facilitate a relationship between the MHSA tenant and the Olberg Center and assist the MHSA tenant in participation. The Olberg Center provides many services including life skills training, peer support, volunteer opportunities, employment readiness resources, connection to community-based resources, social engagement and interactive activities, alcohol/substance use support groups, WRAP classes, and many others.
 - Individual and Family Peer Support: Individual and family peer support is provided on-site by the SCHHSA Peer Support Specialist. Support for the families of those individuals who have a mental illness is provided by the National Alliance on Mental Illness (NAMI), Shasta County. NAMI provides services at the Olberg Center and is also available for in-home services and education.
 - Transportation: The Woodlands is approximately 1.5 miles from many Health and Human Service Agency branches, including the community mental health building. The Woodlands is located very near a bus stop for the Redding Area Bus Authority (RABA). In addition to

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regular bus routes, RABA also provides on-demand door-to-door services for those who require transportation accommodations. For MHSA tenants to maintain independent living and thrive within the community, some tenants will require education on using the bus system, while others will require access to Bus Passes. When necessary, Case Management services will include transportation to and from physical and behavioral health appointments, as well as other required services within the community.

4. A SCHHSA Personal Services Coordinator is the case manager for all MHSA clients at The Woodlands. The PSC provides services on-site Monday through Friday, 8:00 a.m. to 5:00 p.m. and helps MHSA tenants in meeting their recovery goals. The PSC also works with MHSA tenants to resolve any landlord/tenant issues that may pose a threat to the tenant's ongoing residency. With the addition of the 5 additional MHSA units proposed in this plan, the staff-to-resident ratio would be 1 to 19, with the Peer Support Specialist providing additional support and SCHHSA's Access Team providing additional case management and crisis service as needed. MHSA residents of The Woodlands also have 24/7 support from HHSA crisis staff to address any off-hour crisis needs.
5. While clients choose their level of participation, FSP program staff has found that activities that include involvement of peers are effective in creating a community where wellness, recovery, and resiliency can thrive. The Peer Support Specialist has demonstrated her effectiveness in engaging even the most cautious program members to participate in program and community activities. On-site activities are developed in partnership with needs and goals identified by residents individually and during community meetings. Incentives and celebrations have also been very effective in empowering clients to recognize their progress, skills, and strengths. As clients' growth toward self-sufficiency progresses, they seek to become further involved by volunteering, mentoring, and/or actively working on their own educational/vocational development.
6. The Personal Service Coordinator and Peer Support Specialist facilitate regular on-site resident-directed community meetings and celebrations of wellness to acknowledge individual clients' successes in their planned and unplanned goals and achievements. Residents are also encouraged to participate in educational and social activities available on-site through Northern Valley Catholic Social Service, as well as participating in activities that restore meaningful community participation through participation at the Olberg Center. Examples of these activities include the pursuit of educational and/or vocational goals and various types of volunteer activities.

SCHHSA has one full-time equivalent Personal Service Coordinator who supports the MHSA clients at The Woodlands, though case managers from the SCHHSA's Children's Services and Adult Services branches can be called into service when needed. HHSA Program Coordinator supervisors, in partnership with MHSA Housing Program staff, have oversight responsibility to ensure that all MHSA residents receive the on-site support needed to maximize their potential for success.

When tenants move into The Woodlands, staff immediately begin working to engage them in establishing a resident community. Essential to engagement is peer-to-peer facilitation and resident-driven community building activities. MHSA resident meetings occur weekly and include some type of social event along with a topic related to wellness and recovery. The activities are facilitated by a PSC and a Peer Support Specialist or MHSA Volunteer. These employees work to foster individual supportive relationships with each tenant and to ensure that needed individual services are received from service providers. MHSA tenants have access to 24/7 crisis support.

7. The Woodlands is a multi-family project that is not limited to youth. Transitional age youth residents are able to continue residency beyond the age of 25.
8. Shasta County's population is 81% White Non-Hispanic, 9% Hispanic or Latino, 3% Asian, 2% Native American Indian, and 4% other, and the threshold language is English. For all services provided through SCHHSA, including those through the MHSA Housing Program, special consideration is given to accommodate the needs of cultural and ethnic minorities. SCHHSA provides interpreter services arranged through the PSC to all MHSA tenants and all prospective MHSA tenants throughout their relationship with the

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SECTION D

MHSA Housing Program. The PSC is a resource for the property manager to effectively communicate any issues to MHSA tenants.

9. The PSC, with support from MHSA Housing Program staff, has primary responsibility for proactive collaboration with The Woodlands' property manager to address any building, landlord-tenant, or Fair Housing issues. HHSA crisis services staff provide property management personnel with 24/7 on-call support to assist in resolving any urgent landlord-tenant issues or problems. HHSA crisis services staff ensures the on-site PSC is aware of any issues that arise afterhours. The PSC is the main point of contact for the property manager in resolving landlord/tenant issues or concerns. Should any conflicting needs/desires of both the landlord and MHSA tenant arise that the PSC cannot resolve, MHSA Housing Program staff with assistance from the Program Coordinator supervisor will attempt to resolve the issue. The PSC and property manager have already established a strong and mutually supportive working relationship that relies upon open communication. There is also a strong working relationship between the leadership teams that govern the property manager and SCHHSA.
10. As with all tenants, there are obligations for tenancy. Because the first phase of The Woodlands opened to tenants in May 2017, house rules have already been established. Prior to move-in, each tenant is given a copy for review and signature of the Good Neighbor document (Attachment J) which outlines their obligations and what it means to be a "good neighbor." When a tenant violates a house rule, the property manager and/or PSC talks directly with that tenant to issue a reminder about the rule and expectations for remediation of the violation.

Item D.8 Supportive Services Chart (Attachment C)

Submit the Supportive Services Chart (**Attachment C**). The Chart must list all services that will be provided to MHSA tenants, including any in-kind services essential to the success of the Supportive Services Plan.

DRAFT

Item D.9 Design Considerations for Meeting the Needs of the MHSA Tenants

Describe the following:

- 1 Physical space, including common areas, outdoor areas, landscaping, physical access to the property, security;
- 2 Supportive services space (if any), including any quiet area on site for tenants to meet service staff;
- 3 How the MHSA units will be designed to provide appropriate accommodations for physically disabled MHSA tenants, if appropriate.

Response:

1. The Woodlands contains extensive open space, ample common area space, and attractive amenities. The 20 units (5 for MHSA clients) proposed herein will supplement the 55 units of housing in two-story garden-style walk-up buildings with approximately 8 units in each building. Units are a mix of one-, two-, and 3-bedroom apartments, including an on-site manager's unit. A portion of the site is currently a seasonal wetland. The development includes plenty of connectivity for those traveling on foot or by bicycle. The development has a multi-purpose community room with computers for classes, which is available for residents to reserve for activities, parties, and other events. The park-like grounds feature raised vegetable garden beds, a tot-lot playground, and a swimming pool with splash pad for young children.

Common area security cameras are located throughout the community. Access to the property is restricted by a perimeter fence and a gated site entry. The apartment community includes 24-hour on-site management, automobile entry gates, perimeter fencing and pedestrian gates.

2. The development provides a secure, confidential space for supportive services staff to meet with project residents who are participants in the MHSA Housing Program. There are numerous areas throughout the project that allow for outdoor meetings of small groups and quiet locations for rest and relaxation.
3. The Woodlands 2, like the original development, will comply with all applicable local, state and federal requirements to accommodate the needs of any MHSA residents who are also physically disabled. The Woodlands 2 will comply with Chapter 11A of the California Building code to provide for 5% of the ground floor units to be accessible with all of the ground floor units being adaptable. In accordance with regulations, 10% of the units at The Woodlands will meet ADA full accessibility requirements, including roll-in showers and ADA sinks. The project includes handicap parking and access ramps as required in order to ensure accessibility to persons with mobility impairments.

Item D.10 Summary and Analysis of Stakeholder Input

Submit documentation of the 30-day Local Review Process, including:

1. Dates of the 30-day public review and comment period;
2. A description of the methods used to circulate the Project Overview and Items D.1 through D.8 for the purpose of public comment; and,
3. A summary and analysis of any comments received, and a description of any changes made as a result of public comment.

Response:

1. A 30-Day Public Comment Period will be opened on April 16, 2018. On June 6, 2018, the Shasta County Mental Health, Alcohol and Drug Advisory Board (MHADAB) will close the public comment period and hold a Public Hearing. At the conclusion of the hearing, the Board will decide whether to recommend the Shasta County Board of Supervisors approve of the MHSA Permanent Supportive Housing plan during its June 12, 2018, meeting.
2. Public Notice will be posted in the Record Searchlight during the public comment period and on the Shasta County, the Shasta County Health and Human Services Agency, and Shasta County Mental Health Services Act websites. The Public Notice provided information on the availability of the MHSA Permanent Supportive Housing plan. The plan was made available upon request, through the websites referenced above, and at several locations throughout Shasta County.

Item D.11 DMH Outcome Reporting Requirements (Attachment D)

This form must be completed by the County Mental Health Department, verifying the County's commitment to comply with outcome reporting requirements for the MHSA Rental Housing tenants.

DRAFT

**Item D.12 County Mental Health Sponsorship and Services Verification Form
(Attachment E)**

This form must be completed by the County Mental Health Department, verifying the County's commitment to provide supportive services to this development.

DRAFT

MHSA Housing Program Rental Housing Application**SECTION D****Item D.13 Primary Service Provider Experience Serving Target Population**

The primary service provider must demonstrate that they have experience in successfully delivering services to tenants with serious mental illness. Describe general experience, and if applicable, identify and describe all developments in which the primary service provider has provided supportive services to tenants with serious mental illness. For each development, include the following:

1. Name of the development;
2. Number of units targeted to tenants with serious mental illness;
3. Services provided; and
4. Period of time during which the primary service provider delivered services to the developments' tenants.

NOTE: If the County Mental Health Department has not designated a primary service provider at the time of the initial application submittal, the County will be considered the primary service provider. An updated submission reflecting the final identification of a service provider along with the proposed provider's experience and qualifications must be submitted for approval not less than 45 days prior to initial rent-up.

Response:

1. The Woodlands was the first MHSA Permanent Supportive Housing project in Shasta County, and the primary service provider was the Shasta County Health and Human Services Agency (SCHHSA). For reference, the proposed development would be an addition to this one.
2. The Woodlands is a 55-unit project, of which 19 units are MHSA units. This proposal would add a 20-unit building, which would include 5 one-bedroom MHSA units.
3. The Woodlands provides (or provides linkages to) mental health services, physical health services, employment/vocational services, educational opportunities, substance abuse services, budget and financial training, benefits/entitlements, and other community based services and resources. These are described in more depth in Item D.7.
4. The primary service provider for MHSA tenants of The Woodlands is the Shasta County Health and Human Services Agency (SCHHSA), which has been providing supportive services to adults with serious mental illness and children with serious emotional disturbance since 2006 through its Full Service Partnership program. The Woodlands has been in operation since May 2017, so SCHHSA has already amassed nearly a year of experience with delivering permanent supportive services in a housing development.

Item D.14 County Fair Housing Certification (Attachment F)

This form must be completed by the County Mental Health Department, certifying the County's compliance with local, state, and federal fair housing laws.

DRAFT

Item D.15 Draft Memorandum of Understanding

If available at time of application, submit a draft of the Memorandum of Understanding (MOU) between the borrower, the primary service provider(s), the property management agent, and the County Mental Health Department. The MOU should document the following:

1. The roles and responsibilities of each partner;
2. Each partner's willingness to enter into a contract to carry out those roles and responsibilities (including provision of supportive services and property management services);
3. How all reporting requirements will be met;
4. How privacy and confidentiality requirements will be met; and,
5. Procedures for ongoing communication and decision-making between the property management agent and the primary service provider to assist MHSA tenants in maintaining housing stability.

NOTE: A fully executed MOU acceptable to CalHFA and DMH must be submitted not less than 45 days prior to initial rent-up.

The DRAFT MOU between Shasta County Health and Human Services Agency and PC Redding Apartments is attached. See Attachment K.

Item D.16 Supportive Services Budget Form and Budget Narrative (Attachment G)

Complete the Supportive Services Budget Form and Budget Narrative (**Attachment G**). The budget must depict both the expenses and sources of revenue for the costs associated with the delivery of supportive services to the development. Additionally provide a budget narrative that includes the staffing ratio for the Supportive Services Plan.

NOTE: Both of these items must be submitted for approval not less than 45 days prior to initial rent-up.

DRAFT

Supportive Services Chart

List all the services to be provided to MHSA tenants in the MHSA Rental Housing Development, including any in-kind services essential to the success of your Supportive Services Plan. Add additional lines to the Supportive Services Chart as needed.

Supportive Service		Target Population	Service Provider(s)	Service Location
List each service separately (e.g., case management, mental health services, substance abuse services, etc.)		Name the target population(s) that will be receiving the supportive service listed.	List the name of the proposed service provider.	Indicate where the service is to be provided - onsite or offsite. For offsite services, indicate the means by which residents will access the service.
1	Case Management/FSP Services	All MHSA Tenants	Shasta County Health and Human Services Agency	On-site
2	Clinical Services	All MHSA Tenants	Shasta County Health and Human Services Agency	On-site; off-site at 2640 Breslauer Way, Redding
3	Nursing Services	All MHSA Tenants enrolled in FSP Program, as needed	Shasta County Health and Human Services Agency	On-site and off-site at 2640 Breslauer Way, Redding
4	Wellness and Recovery Services	All MHSA Tenants	Shasta County Health and Human Services Agency, Olberg Wellness Center	On-site; off-site at 2640 Breslauer Way, Redding and 2757 Churn Creek Road, Redding
5	Social Services	All MHSA Tenants	Shasta County Health and Human Services Agency	On-site and off-site at 2640 Breslauer Way, Redding
6	Life Skills Program	All MHSA Tenants	Northern Valley Catholic Social Service	On-site
7	Peer Support	All MHSA Tenants	Shasta County Health and Human Services Agency, Olberg Wellness Center	On-site; off-site at 2640 Breslauer Way, Redding and 2757 Churn Creek Road, Redding
8				
9				
10				

Primary Service Provider:	Shasta County Health and Human Services Agency
----------------------------------	--

(Indicate the primary service provider, i.e., entity responsible for providing services to the tenants of the MHSA Housing Program units, and for overall implementation of the Supportive Services Plan, including coordination between multiple service providers where applicable.)

MHSA Housing Program Rental Housing Application

ATTACHMENT D

DHCS OUTCOME REPORTING REQUIREMENTS

To the development sponsor: Provide the development information indicated below. This form must be completed by the county mental health department, verifying the County's commitment to comply with outcome reporting requirements for the MHSA Rental Housing tenants.

Development Sponsor: PC Redding Apartments
Primary Service Provider: Shasta County Health and Human Services Agency
Development Name: The Woodlands 2
Development City: Redding, CA
Development County: Shasta

To the county mental health department: Please complete this form. The county mental health director must sign the form certifying that the County will comply with the outcomes reporting requirements for all MHSA Housing Program tenants.

Commitment to Comply:

We commit to providing the timely submission of all required outcomes reporting to the California Department of Mental Health specific to this application for the duration of the State loan for tenants of the supportive housing development described above.

I hereby certify under penalty of perjury that I am the official responsible for the administration of Community Mental Health Services in and for this County, that this development does not result in the supplantation of funds as set forth in Welfare and Institutions Code Section 5891, and that to the best of my knowledge and belief all statements on this form are true and correct.

Signature: County Mental Health Director
Dated:
Agency or Department: Shasta County Health and Human Services Agency
Agency or Department Address: 2615 Breslauer Way, Redding, CA 96001
Agency or Department Phone: 530-225-5899

MHSA Housing Program Rental Housing Application**ATTACHMENT E****County Mental Health Sponsorship and Services
Verification Form**

To the development sponsor: Provide the development information indicated below. This form must be completed by the county mental health department, verifying its commitment to provide supportive services to this development.

Development Sponsor: PC Redding Apartments
Primary Service Provider: Shasta County Health and Human Services Agency
Development Name: The Woodlands 2
Development City: Redding, CA
Development County: Shasta

Name of verifying county mental health department:

Shasta County Health and Human Services Agency

To the county mental health department: Please complete the remainder of this form. The county mental health director must sign the form certifying that services will be provided as stated:

Commitment to Provide Supportive Services

We commit to provide supportive services as described in the final approved service plan specific to this application for the duration of the State loan for tenants of the supportive housing development described above. The approved supportive services plan is an update to our Three-Year Program and Expenditure Plan for the Community Services and Supports component. We further commit that providing supportive services for this development will be a priority use for county mental health services funds.

I hereby certify under penalty of perjury that I am the official responsible for the administration of Community Mental Health Services in and for this county, that this development does not result in the supplantation of funds as set forth in Welfare and Institutions Code Section 5891, and that to the best of my knowledge and belief all statements on this form are true and correct.

Signature:

County Mental Health Director

Dated:

Agency or Department:

Shasta County Health and Human Services Agency

Agency or Department Address:

2615 Breslauer Way, Redding, CA 96001

Agency or Department Phone:

530-225-5899



RENTAL HOUSING APPLICATION

ATTACHMENT F

County Fair Housing Certification

Directions: This form is to be completed and signed by the County Mental Health Director.

I hereby certify that I am the official responsible for the administration of Community Mental Health services for my County and a co-applicant for MHSA Housing Program funds for The Woodlands 2 project and that I am aware of the following:

- That CalHFA is not reviewing this application for compliance with federal fair housing laws including without limitation the Fair Housing Act and Section 504 of the Rehabilitation Act of 1973 which may apply to the Developments.
- That federal and state fair housing law, including without limitation the Fair Housing Act and Section 504 of the Rehabilitation Act of 1973, apply to the Developments and may affect occupancy restrictions imposed by the MHSA Housing Program.
- That changes in or interpretations of federal or state law or regulations, including fair housing, may result in CalHFA making necessary changes to the MHSA loan documents to ensure compliance.
- Unless required by DHCS, such changes made to the MHSA loan documents by CalHFA will not trigger an early loan payoff of either principal or accrued interest request from CalHFA.

I hereby certify under penalty of perjury that I am the official responsible for the administration of Community Mental Health Services in and for this county, and that to the best of my knowledge and belief all statements on this form are true and correct.

Signature:

County Mental Health Director

Dated:

Agency or Department:

Shasta County Health and Human Services Agency

Address:

2615 Breslauer Way, Redding, CA 96001

Phone:

530-225-5899

County: Shasta

Housing Development: _____

Months of Operation: 12

Fiscal Year: 18/19

of MHSA Units: 5

Service Cost per Unit per Year: \$0

Overall Staff/Client Ratio: _____

On-site Staff/Client Ratio: _____

MOU Current: ☐ (If changes have been made to MOU please attach current version.)

<i>See budget notes in narrative</i>		CSS Work Plan #	Client, Family Member, Caregiver Support Expenditures	Personnel Expenditures	Operating Expenditures	Non-recurring Expenditures	In Kind Services	Total
A. Fund Sources								
1.	County - MHSA Funds		\$0	\$0	\$0	\$0	\$0	\$0
2.	County - Non-MHSA Funds (Add lines as necessary)							\$0
3.	Other (Add lines as necessary)							\$0
4.	Total Proposed Expenditures		\$0	\$0	\$0	\$0	\$0	\$0

Prepared by: Ted Rios 4/13/18

Phone Number: 530-225-5924 Date

SIGNATURE, County Mental Health Director Date

Name: _____

Phone Number: _____

SIGNATURE, Primary Service Provider Date

Name: _____

Phone Number: _____

SIGNATURE, Developer Date

Name: _____

Phone Number: _____

State DHCS Approval	
Signature	Date

BUDGET NARRATIVE

A. Client, Family Member & Caregiver Support Expenditures (annual amounts incurred on client, family member and caregiver support expenditures such as clothing, food, hygiene, travel and transportation, employment and education supports)

SUBCATEGORY	DESCRIPTION OF EXPENDITURE	ANNUAL AMOUNT	SOURCE (County-MHSA, County NON-MHSA, Developer, Other)
Clothing	Supp. Svcs at Woodlands 1 also available to residents at Woodlands 2	\$0.00	County-MHSA
Food	Supp. Svcs at Woodlands 1 also available to residents at Woodlands 2	\$0.00	County-MHSA
Hygiene	Supp. Svcs at Woodlands 1 also available to residents at Woodlands 2	\$0.00	County-MHSA
Travel/Transportation	Supp. Svcs at Woodlands 1 also available to residents at Woodlands 2	\$0.00	County-MHSA
Employment	Supp. Svcs at Woodlands 1 also available to residents at Woodlands 2	\$0.00	County-MHSA
Education	Supp. Svcs at Woodlands 1 also available to residents at Woodlands 2	\$0.00	County-MHSA
Other (list)	Supp. Svcs at Woodlands 1 also available to residents at Woodlands 2	\$0.00	County-MHSA

TOTAL (amount listed on the budget form for Client, Family Member & Caregiver Support Expenditures): \$0.00

B. Personnel (annual amounts incurred on personnel associated with the Supportive Services, including all anticipated salaries, wages and fringe benefits)

POSITION TITLE	HOURS	ANNUAL WAGES	ANNUAL BENEFITS (%)	ANNUAL TOTAL	SOURCE (County-MHSA, County NON-MHSA, Developer, Other)
Case Manager \$62,785	40			0.00	County-MHSA
Peer Support Specialist \$45,085	40			0.00	County-MHSA

TOTAL (amount listed on the budget form for Personnel): \$0.00

Hours: Indicate the number of hours per week for each position.

Benefits: Indicate the percentage of Employee Benefits for each staff. This includes FICA, unemployment insurance, workers' compensation, and health insurance. List total Employee Benefit Package costs for each staff position.

Total: Add the benefit dollar amount to the salary dollar amount to arrive at the combined salary/benefit for each classification.

EXAMPLE: Service Coordinator Salary: \$4000 mo. X 12 mos. = \$48,000

Employment Benefits: 26% X \$48,000 = \$12,480

Total salary and benefits: \$48,000 + \$12,480 = \$60,480

C. Operating Expenditures (annual amounts incurred on all operating costs such as professional services, translation and interpreter services, travel and transportation, training, general office expenditures, rent, utilities, equipment, and medication supports)

SUBCATEGORY	DESCRIPTION OF EXPENDITURE	ANNUAL AMOUNT	SOURCE (County-MHSA, County NON-MHSA, Developer, Other)
Professional services	Supp. Svcs at Woodlands 1 also available to residents at Woodlands 2	\$0.00	County-MHSA
Translation/Interpreter	Supp. Svcs at Woodlands 1 also available to residents at Woodlands 2	\$0.00	County-MHSA
Travel/Transportation	Supp. Svcs at Woodlands 1 also available to residents at Woodlands 2	\$0.00	County-MHSA
Training	Supp. Svcs at Woodlands 1 also available to residents at Woodlands 2	\$0.00	County-MHSA
Office expenditures	Supp. Svcs at Woodlands 1 also available to residents at Woodlands 2	\$0.00	County-MHSA
Rent	Supp. Svcs at Woodlands 1 also available to residents at Woodlands 2	\$0.00	County-MHSA
Utilities	Supp. Svcs at Woodlands 1 also available to residents at Woodlands 2	\$0.00	County-MHSA
Equipment	Supp. Svcs at Woodlands 1 also available to residents at Woodlands 2	\$0.00	County-MHSA
Medication supports	Supp. Svcs at Woodlands 1 also available to residents at Woodlands 2	\$0.00	County-MHSA
Other (list)	Supp. Svcs at Woodlands 1 also available to residents at Woodlands 2	\$0.00	County-MHSA

TOTAL (amount listed on the budget form for Operating Expenditures): \$0.00

D. Non-recurring Expenditures (annual amounts incurred on non-recurring expenditures for the program/service. Examples of non-recurring expenditures could include the cost of vehicles if purchased with MHSA funds or the cost of equipping new employees with all technology necessary to perform MHSA duties (cellular telephones, computer hardware and software, etc.))

SUBCATEGORY	DESCRIPTION OF EXPENDITURE	ANNUAL AMOUNT	SOURCE (County-MHSA, County NON-MHSA, Developer, Other)
Vehicles	Supp. Svcs at Woodlands 1 also available to residents at Woodlands 2	\$0.00	County-MHSA
Technology	Supp. Svcs at Woodlands 1 also available to residents at Woodlands 2	\$0.00	County-MHSA
Cell phones	Supp. Svcs at Woodlands 1 also available to residents at Woodlands 2	\$0.00	County-MHSA
Computer hardware	Supp. Svcs at Woodlands 1 also available to residents at Woodlands 2	\$0.00	County-MHSA
Computer software	Supp. Svcs at Woodlands 1 also available to residents at Woodlands 2	\$0.00	County-MHSA
Other (list)	Supp. Svcs at Woodlands 1 also available to residents at Woodlands 2	\$0.00	County-MHSA

TOTAL (amount listed on the budget form for Non-recurring Expenditures): \$0.00

E. In-Kind Services (annual amounts contributed for any services that will be provided on an in-kind basis. Examples of in-kind services could include staff time, sponsored events, and donated office/meeting space)

SUBCATEGORY	DESCRIPTION OF EXPENDITURE	ANNUAL AMOUNT	SOURCE (County-MHSA, County NON-MHSA Developer, Other)		
Sponsored events	Supp. Svcs at Woodlands 1 also available to residents at Woodlands 2	\$0.00	County-MHSA		
Office space	Supp. Svcs at Woodlands 1 also available to residents at Woodlands 2	\$0.00	County-MHSA		
Meeting space	Supp. Svcs at Woodlands 1 also available to residents at Woodlands 2	\$0.00	County-MHSA		
Other (list)	Supp. Svcs at Woodlands 1 also available to residents at Woodlands 2	\$0.00	County-MHSA		
Staff time (list below):					
POSITION TITLE	HOURS	ANNUAL WAGES	ANNUAL BENEFITS (%)	ANNUAL TOTAL	SOURCE (County-MHSA, County NON-MHSA Developer, Other)

TOTAL (amount listed on the budget form for In-kind services): \$0.00



**SHASTA COUNTY HEALTH & HUMAN SERVICES AGENCY
MENTAL HEALTH SERVICES ACT, PERMANENT SUPPORTIVE HOUSING
PROGRAM**

Interest Form: The Woodlands, Polk Street, Redding, CA

Please complete this form if you are interested in applying for tenancy in an MHSA Permanent Supportive Housing unit at the Woodlands and having your eligibility determined.

Applicant Information

Last Name First Name M.I.

Current Address _____

Phone Number _____ E-mail _____

Spouse/Partner Name _____

Number and Ages of Minor Children that Live With You _____

Person for MHSA Eligibility Determination

Name _____ Relationship to Applicant _____

Mental Health Provider Agency _____

Case Manager Name _____ Phone Number _____

Housing Interest

Unit Type (select one):

- ☐ 1-bedroom ☐ 2-bedroom/Family ☐ 2-bedroom/Shared

Housing Type (select one):

- ☐ Affordable Housing – For individuals with limited income who do not feel additional mental health support is needed to assist with maintaining independent living.
- ☐ Affordable Supportive Housing – For individuals with limited income who need rental subsidy AND supportive mental health services to assist in managing activities related to obtaining and maintaining permanent housing.

Applicant Signature _____ Date _____



**SHASTA COUNTY HEALTH & HUMAN SERVICES AGENCY
MENTAL HEALTH SERVICES ACT, PERMANENT SUPPORTIVE HOUSING
PROGRAM**

Referral Form: The Woodlands, Polk Street, Redding, CA

The Woodlands, located on Polk Street in Redding, is a 54-unit apartment complex, of which 19 units are designated for Shasta County Mental Health Services Act (MHSA) Permanent Supportive Housing program eligible individuals and families. There are 14 one-bedroom units and 5 two-bedroom units.

Referral Information

Name of Individual Being Referred _____

Contact Phone Number _____

Residential Address _____

Mailing Address (if different from above) _____

Other Contact Info (e-mail or message phone) _____

Housing Type

Unit Type (select one):

☐ 1-bedroom

☐ 2-bedroom/Family

☐ 2-bedroom/Shared (Transitional Age Youth Only)

Referral Source

☐ Self

☐ HHSA Staff: Name _____ Phone Number _____

☐ Other: Name _____ Phone Number _____

Full Service Partner: Yes ☐ No ☐ Do Not Know ☐

Upon receipt of a completed Referral Form, MHSA staff will contact the individual referred above and schedule an interview to discuss the referral, complete additional forms, and determine eligibility and possible placement on the waiting list. Completed Referral Forms should be sent to:

Shasta County Health & Human Services Agency

Attention: MHSA

2615 Breslauer Way, Redding, CA 96001

or

E-mail: mhsa@co.shasta.ca.us

or

Fax: 530-229-8447

For additional information or questions, please call MHSA at (530)225-3678.

MHSA Permanent Support Housing Program

Being a Good Neighbor

(Your Recover choices)

Having a stable place to live is essential to achieving wellness and recovery. The MHSA Housing Program recognizes how important housing is and wants to support your journey towards recovery by partnering with you to live in safe, comfortable, affordable, and high quality housing. Recovery is only possible when you make choices that will help you achieve your goals. Recovery is also about being responsible for the choices you make. Your Personal Service Coordinator's role is to provide you the support you need on your journey. In order to succeed in your new home you will need to be a "good neighbor."

Being a "good neighbor" can only happen if you are considerate and respectful of other tenants in your apartment complex, including the property manager. Good Neighbors:

- Are considerate of others by avoiding making noise (for example, playing your TV or music) so loud that others outside of your room/unit are negatively impacted by the noise (for example, can't sleep, can't hear their own TV).
- Do not demonstrate behavior that is considered frightening or dangerous (verbal threats, physical violence, public intoxication); and that is observed or heard by others outside of your unit or bedroom.
- Maintain the housing environment so that it continues to be clean and safe, and generally shows respect for yourself and others (for example, keeping your home clean inside and out, not taking property from others [other tenants, the landlord or property manager] and not damaging or abusing the housing unit or common areas).
- Demonstrate respect by taking responsibility for following the apartment complex's rules that apply to all tenants that relate to safety, payment or rent, and use of common areas.

Being a "good neighbor" isn't always easy, especially if you have not been living around others for a while. Your Personal Services Coordinator can help you adjust to your new housing environment and provide you support and training so that you are able to develop life-skills that will help you maintain your housing for the long term.

Some important things for you to remember are:

Violent, aggressive or threatening behavior will probably end your ability to stay in your apartment. The landlord will likely take steps to evict you. Additionally, it may also lead to termination of services from the MHSA Housing Program.

Making the right choices may ensure your continued ability to keep your housing. But if you get off track and are actively trying to make better choices for yourself, your Personal Services Coordinator will make every effort to assist you in re-focusing on your recovery goals.

Attachment J

Remember the key tools and activities that can help you succeed in your new home include:

1. Continue to **actively work with your Personal Services Coordinator** on the goals you have set for yourself so that you can develop the life skills needed for long term self-sufficiency.
2. **Work to be a considerate neighbor or roommate** by following the property management rules for all tenants and avoid upsetting your neighbors by not engaging in loud or disruptive activities (loud TV/music, late night loud guests, etc.)
3. Accept that illegal activity is not allowed; regardless of whether it is in your own apartment or in common areas of the complex.
4. **Be a good neighbor** by not engaging in aggressive, threatening, or intimidating behavior towards others.
5. **Maintain a safe and clean housing environment** by taking care of your housing unit and property, and not damaging or taking the property of the property manager, landlord or others at the housing complex.
6. **Follow the visitation rules of the complex** and do not allow unauthorized residents to live with you.

Your Personal Service Coordinator and the MHSA Housing Program team are committed to supporting you in making healthy choices, especially those that will help you achieve self-sufficiency and stable housing. *Your goal* is to succeed. Our goal is to *help you* succeed.

I have reviewed "Being a Good Neighbor" with my Personal Services Coordinator. I understand that in order to remain eligible for MHSA Permanent Supportive Housing I agree to be held responsible for my choices regarding tenant requirements.

MHSA Tenant Signature

Date

Personal Services Coordinator
Signature

Date

**AGREEMENT BETWEEN
THE COUNTY OF SHASTA
AND
PC REDDING APARTMENTS LIMITED PARTNERSHIP**

THIS AGREEMENT, herein after referred to as Agreement, is entered into by and between the County of Shasta, a political subdivision of the State of California, through its Health and Human Services Agency (“County”) and PC Redding Apartments Limited Partnership (“PCRA”), a California Limited Partnership, (collectively, the “Parties” and individually a “Party”), for the management of 5 housing units of supportive housing within a 20-unit affordable housing project known as The Woodlands 2.

Section 1. DEFINITIONS.

For the purposes of this Agreement the following definitions shall apply:

- A. Client(s) – A Client is someone who has met County’s screening criteria for MHSA Permanent Supportive Housing Project eligibility.
- B. County Unit(s) – County Unit(s) means the 5 one-bedroom floating units that will be located throughout the Project and are designated for Clients.
- C. MHSA Permanent Supportive Housing Project – The MHSA Permanent Supportive Housing Project, also called “The Woodlands 2,” means the 5 units in the Project that are set aside for Clients. It includes supportive and social services that are designed to help Clients maintain housing stability.
- D. Project - The Project is located on X.X acres at 2900 Polk Street, Redding, California 96001 and consists of a total of 20 multi-family affordable housing units plus a manager’s unit. The 20 multi-family affordable housing include one-, two- and three-bedroom units. A total of 15 units are affordable general population units, and 5 one-bedroom floating units are set-aside for County clients. This is an addition to The Woodlands located at 2950 Polk Street, Redding, California 96001, and residents will have access to both locations (collectively “**The Woodlands**”) on-site community center that includes a computer room, game room, activity room, laundry facilities, County staff office, and manager’s unit. Common areas include a pool, social plaza, BBQ area, exercise circuit, children’s play areas, community garden areas, and landscaping/green space.
- E. Social services – Means the services offered to Clients by PCRA. They may include, but are not limited to: Finance/budgeting classes, personal income tax preparation, adult education classes, benefit/entitlement assistance, after-school activities, and health and wellness classes.
- F. Supportive services – means the services provided by County or County’s contractor(s) to Clients on an as-needed basis as determined by County. They may include, but are not limited to: Case management, clinical support, crisis management, medication support, connection to community-based resources, nursing support, co-occurring treatment, In-Home Support Services, Wellness & Recovery Action Planning (“WRAP”), life skills training, peer support, family support, benefits counseling, Public Guardian, employment readiness and

resources, Adult Protective Services, Representative Payee Support, vocational services, and after-hours crisis support.

Section 2. RESPONSIBILITIES OF PCRA.

- A. PCRA shall provide to Clients the County Units.
- B. Each County Unit provided by PCRA shall include:
 - (1) One full/double bed, one nightstand, one four-drawer dresser, and one lamp for each bedroom in a County Unit.
 - (2) One full-size couch, one coffee table, one lamp, one television stand for the living room.
 - (3) One dining room table and four chairs for the dining room.
- C. Notify County's Mental Health Services Act coordinator in writing within seven calendar days of knowledge that a Client is vacating and/or terminating their tenancy in a County Unit.
- D. Provide County with 120 days written advance notice prior to any change in property ownership or property management.
- E. PCRA shall maintain and operate the Project.
- F. PCRA shall maintain common areas and grounds.
- G. PCRA shall develop Client selection criteria that defines how PCRA will select Clients for tenancy of a County unit. Selection criteria shall be consistent with applicable Fair Employment and Housing Act (Government Code sections 12900, *et seq.*) provisions.
- H. PCRA shall develop procedures to implement the selection criteria which includes, but is not limited to, a notification of any action taken, appeal rights and processes as defined in the Americans with Disabilities Act and Fair Employment and Housing Act (Government Code sections 12900, *et seq.*) for Clients denied tenancy.
- I. Using the Client selection criteria identified in Section 2. G. above, PCRA shall screen and select Clients for tenancy of County Units. PCRA shall ensure consistent application of Client selection criteria.
- J. PCRA shall provide assistance to Clients who have been accepted for tenancy by PCRA prior to moving in. Such assistance shall include, but is not limited to, arrival or first day orientation, and coordination with County's staff or County's contractors to facilitate the Client's occupancy in their County unit.
- K. PCRA staff shall attend quarterly monitoring meetings with County staff to review whether services are provided in a manner consistent with the provisions of this Agreement. County shall set the date, time and place of these quarterly meetings.
- L. PCRA shall allow County's staff or County's contract providers use of Project common areas to provide services to Clients during the term of this Agreement.
- M. PCRA shall comply with all California Housing Finance Authority ("Cal HFA") permanent supportive housing rules, regulations, and reporting requirements, as they may be amended from time to time, for the entire term of this Agreement.
- N. PCRA shall ensure the Clients' access of Social services at The Woodlands, as prescribed Section 2.N. within The Woodlands original Agreement, **Exhibit K-1**, attached and incorporated herein (the "Woodlands Original Agreement").

- O. PCRA shall provide Project performance outcome data to County within 30 days of the end of each quarter, using reporting worksheets provided by County.
- P. A breach by PCRA of section 2.P. of the Woodlands Original Agreement shall constitute a separate breach of this agreement.

Section 3. RESPONSIBILITIES OF COUNTY.

County shall:

- A. Screen applicants for MHSA Permanent Supportive Housing Project eligibility and forward names of approved Clients to PCRA for housing eligibility screening.
- B. Establish and maintain a waiting list of Clients who are eligible for participation in the MHSA Permanent Supportive Housing Project.
- C. Monitor PCRA's compliance with the provisions of this Agreement.
- D. Coordinate quarterly monitoring meetings to review whether services are provided in a manner consistent with the provisions of this Agreement.
- E. Create quarterly reporting form to record, track, and report Project performance outcome data, provide the form to PCRA within 30 days of this Agreement being finalized, and collect the form from PCRA quarterly.
- F. Provide access to Supportive services to MHSA Clients on an as needed basis.

Section 4. COMPENSATION.

There will be no exchange and/or receipt of payment from either Party to the other Party pursuant to this Agreement. The consideration for performance of this Agreement is the performance of the rights, duties, and obligations set forth in this Agreement.

Section 5. TERM OF AGREEMENT.

The term of this Agreement shall be for a period of 20 years commencing upon the date of Certificate of Occupancy or the execution of this Agreement by County, whichever is later.

Section 6. TERMINATION OF AGREEMENT.

- A. Either Party may terminate this Agreement immediately upon breach of the Agreement by the other Party, provided written notice of such breach is given and the notified Party fails to cure such breach to the reasonable satisfaction of the noticing Party within 30 days of delivery of the notice of breach, or such extended period as is necessary to cure the breach. Such termination by the noticing Party shall be effective at the end of the cure period if no cure has been affected.
- B. County shall have the right to terminate this Agreement immediately in the event any one or more of the following occurs:
 - (1) A petition for adjudication of PCRA is filed for voluntary or involuntary bankruptcy, which is not dismissed within 60 days of filing.
 - (2) PCRA makes a general assignment or PCRA's interest hereunder is assigned involuntarily or by operation of law, for the benefit of creditors.
 - (3) Abandonment of the Project by PCRA.

- C. County may terminate this agreement without cause on 30 days written notice to Consultant.
- D. County shall not be obligated to perform the services provided for in this Agreement for any future County fiscal year unless or until County's Board of Supervisors appropriates funds for this Agreement in County's budget for that County fiscal year. In the event that funds are not appropriated for this agreement, then this agreement shall end as of June 30 of the last County fiscal year for which funds for this agreement were appropriated. For the purposes of this agreement, the County fiscal year commences on July 1 and ends on June 30 of the following year. County shall notify PCRA in writing of such non-appropriation at the earliest possible date.
- E. County may terminate this agreement immediately upon oral notice should funding cease or be materially decreased during the term of this agreement.
- F. County's right to terminate this agreement may be exercised by the County's Administrative Officer, or County's HHSA Director or any HHSA Branch Director designated by the HHSA Director.

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

- A. Except as provided in Section 28, this Agreement supersedes all previous agreements relating to the subject of this Agreement and constitutes the entire understanding of the Parties hereto. PCRA shall be entitled to no other benefits other than those specified herein. PCRA specifically acknowledges that in entering into and executing this Agreement, PCRA relies solely upon the provisions contained in this Agreement and no others.
- B. No changes, amendments, or alterations to this Agreement shall be effective unless in writing and signed by both Parties. However, minor amendments that do not result in a substantial or functional change to the original intent of this Agreement may be agreed to in writing between PCRA and the HHSA Director or any HHSA Branch Director designated by the HHSA Director, provided that the amendment is in substantially the same format as the County's standard format amendment contained in the Shasta County Contracts Manual (Administrative Policy 6-101).
- C. The headings that appear in this Agreement are for reference purposes only and shall not affect the meaning or construction of this Agreement.
- D. If any ambiguity, inconsistency, or conflict exists or arises between the provisions of this Agreement and the provisions of any of this Agreement's exhibits or appendices, the provisions of this Agreement shall govern.

Section 8. NONASSIGNMENT OF AGREEMENT; NON-WAIVER.

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

Section 9. EMPLOYMENT STATUS OF PCRA.

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

Section 10. INDEMNIFICATION.

To the fullest extent permitted by law, PCRA 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 PCRA, or by any of PCRA's subcontractors, any person employed under PCRA, 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. PCRA shall also, at PCRA'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 PCRA, or any of PCRA's subcontractors, any person employed under PCRA, or under any Subcontractor, or in any capacity. PCRA 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 PCRA's "independent contractor" status that would establish a liability on County for failure to make social security deductions or contributions or income tax withholding payments, or any other legally mandated payment. The provisions of this paragraph are intended to be interpreted as broadly as permitted by applicable law. This provision shall survive the termination, expiration, or cancellation of this Agreement.

Section 11. INSURANCE COVERAGE.

- A. Without limiting PCRA's duties of defense and indemnification, PCRA and any subcontractor shall obtain, from an insurance carrier authorized to transact business

in the State of California, and maintain continuously during the term of this Agreement Commercial General Liability Insurance, including coverage for owned and non-owned automobiles, and other coverage necessary to protect the County and the public with limits of liability of not less than \$3 million per occurrence; such insurance shall be primary as to any other insurance maintained by County.

- B. PCRA and any subcontractor shall obtain and maintain continuously required Workers' Compensation and Employer's Liability Insurance to cover PCRA, subcontractor, PCRA's partner(s), subcontractor's partner(s), PCRA's employees, and subcontractor's(s') employees with an insurance carrier authorized to transact business in the State of California covering the full liability for compensation for injury to those employed by PCRA or subcontractor. Each such policy shall be endorsed to state that the Workers' Compensation carrier waives its right of subrogation against the County, its elected officials, officers, employees, agents, and volunteers which might arise in connection with this Agreement. PCRA hereby certifies that PCRA is aware of the provisions of section 3700 of the Labor Code, which requires every employer to insure against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of the Labor Code, and PCRA shall comply with such provisions before commencing the performance of the work or the provision of services pursuant to this Agreement.
- C. Consultant shall obtain and maintain continuously a policy of Errors and Omissions coverage with limits of liability of not less than \$1 million per occurrence.
- D. PCRA shall require subcontractors to furnish satisfactory proof to County that liability and workers' compensation and other required types of insurance have been obtained and are maintained similar to that required of PCRA pursuant to this Agreement.
- E. With regard to all insurance coverage required by this Agreement:
 - (1) Any deductible or self-insured retention exceeding \$25,000 for PCRA or subcontractor shall be disclosed to and be subject to approval by the County Risk Manager prior to the effective date of this Agreement.
 - (2) If any insurance coverage required hereunder is provided on a "claims made" rather than "occurrence" form, PCRA or subcontractor shall maintain such insurance coverage with an effective date earlier or equal to the effective date of this Agreement and continue coverage for a period of three years after the expiration of this Agreement and any extensions thereof. In lieu of maintaining post-Agreement expiration coverage as specified above, PCRA or subcontractor may satisfy this provision by purchasing tail coverage for the claims-made policy. Such tail coverage shall, at a minimum, provide the insurance coverage required hereunder for claims received and reported three years after the expiration date of this Agreement.
 - (3) All insurance (except workers' compensation and professional liability) shall include an endorsement or an amendment to the policy of insurance which names *County, its elected officials, officers, employees, agents, and volunteers as additional insureds*. In the event that coverage is reduced or canceled, a notice of said reduction or cancellation shall be provided to

County within 24 hours. The additional insureds coverage shall be equal to Insurance Service Office endorsement CG 20 10 for on-going operations, and CG 20 37 for completed operations.

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

"Separation of Insureds.

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

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

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

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

provision shall survive the termination, expiration, or cancellation of this Agreement.

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

Section 13. COMPLIANCE WITH LAWS; NON-DISCRIMINATION.

- A. PCRA 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. PCRA 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. PCRA represents that PCRA is in compliance with and agrees that PCRA 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. PCRA shall not use the Project in any way for sectarian worship, instruction, or proselytization.
- E. In addition to any other provisions of this Agreement, PCRA shall be solely responsible for any and all damages caused, and/or penalties levied, as the result of PCRA's noncompliance with the provisions of this section.

Section 14. ACCESS TO RECORDS; RECORDS RETENTION.

- A. PCRA shall maintain financial, programmatic, statistical and other supporting records of its operations and financial activities in accordance with State and Federal requirements. All records shall be open to inspection and may be audited by the authorized representatives of County, and any State and/or Federal governing agencies. This provision shall survive the termination, expiration, or cancellation of this Agreement.
- B. All financial records, supporting documents, statistical records, and all other records pertaining to the use of the funds provided under this Agreement shall be retained collectively PCRA for a period of the lesser of (a) five years following termination or expiration of this Agreement, pursuant to the terms herein, or (b) 25 years from issuance of a certificate of occupancy to PCRA (the "Retention Period"). Such records shall be made available for audit by County, State or Federal representatives as necessary. In the event of litigation, claim or audit, the records shall be retained until all litigation, claims and audit findings involving the records, have been fully resolved. In the event any County, State and/or Federal laws mandate a longer retention period, such longer retention shall apply. Access to these records shall be provided to County during working days, 8:00 a.m. to 5:00 p.m.

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

- C. PCRA shall be responsible for receiving, replying to, and/or complying with any audit exception by appropriate federal, state, or County audit directly related to the provisions of this Agreement.

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

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

Section 16. LICENSES AND PERMITS.

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

Section 17. PERFORMANCE STANDARDS.

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

Section 18. CONFLICTS OF INTEREST.

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

Section 19. NOTICES.

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

If to County: Branch Director

HHSA Business & Support Services
 Attn: Contracts Unit
 P.O. Box 496005
 Redding, CA 96049-6005
 Phone: 530.245.6860
 Fax: 530.225.5555

If to PCRA: PC Redding Apartments Limited Partnership
 c/o Palm Communities
 100 Pacifica, Suite 205
 Irvine, CA 92618
 Phone: 949.878.9399
 Fax: 949.878-9387

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

Section 20. AGREEMENT PREPARATION

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

Section 21. COMPLIANCE WITH POLITICAL REFORM ACT.

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

Section 22. PROPERTY TAXES.

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

Section 23. SEVERABILITY.

If any portion of this Agreement or application thereof to any person or circumstance is declared invalid by a court of competent jurisdiction or if it is found in contravention of any federal or state statute or regulation or County ordinance, the remaining provisions of

this Agreement, or the application thereof, shall not be invalidated thereby and shall remain in full force and effect to the extent that the provisions of this Agreement are severable.

Section 24. CONFIDENTIALITY OF CLIENT INFORMATION.

All information and records obtained in the course of providing services under this Agreement shall be confidential, and PCRA and all of PCRA's employees, volunteers, agents, and officers shall comply with state and federal requirements regarding confidentiality of Client/patient information (including, but not limited to, section 5328 of the Welfare and Institutions Code; Civil Code section 56.10; the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the regulations adopted pursuant thereto; Title 42, Code of Federal Regulations, Part 2; and Title 45, Code of Federal Regulations, section 205.50). All applicable regulations and statutes relating to Client/patients' rights shall be adhered to. This provision shall survive the termination, expiration, or cancellation of this Agreement.

Section 25. SCOPE AND OWNERSHIP OF WORK.

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

Section 26. USE OF COUNTY PROPERTY.

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

Section 27. ADDITIONAL CONFIDENTIALITY REQUIREMENTS.

Should information regarding County's clients become known to PCRA that is not otherwise known to PCRA, PCRA shall comply with, and require all of its contractors, employees, volunteers, agents, and officers to comply with, the provisions of section 5328 and section 10850 of the Welfare and Institutions Code, and of Division 19 of the State of California Department of Social Services Manual of Policies and Procedures. PCRA shall ensure all of its employees, volunteers, agents, and officers comply with these provisions, and shall inform all of its employees, agents, and officers that any person knowingly and intentionally violating such provisions is guilty of a misdemeanor.

Section 28. APPLICATION OF OTHER AGREEMENTS.

PCRA and PCRA's officers, agents, employees, and volunteers, and any of its contractors, consultants, or subcontractors shall comply with and perform all applicable terms and provisions of the Woodlands Original Agreement as if full set forth herein. In the events of a conflict between this Agreement and the Woodlands Original Agreement, the terms and conditions of this Agreement shall control.

[SIGNATURE PAGE FOLLOWS]

DRAFT

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

COUNTY OF SHASTA

Date: _____

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

ATTEST
LAWRENCE G. LEES
Clerk of the Board of Supervisors

By: _____
Deputy

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

RISK MANAGEMENT APPROVAL

James R. Ross
Assistant County Counsel

James Johnson
Risk Management Analyst III

**PC REDDING APARTMENTS
LIMITED PARTNERSHIP**, a California
limited partnership

By: PC Redding Developers LLC, a
California limited liability company,
its administrative general partner

Danavon L. Horn, Date
President

**AGREEMENT BETWEEN
THE COUNTY OF SHASTA
AND
PC REDDING APARTMENTS LIMITED PARTNERSHIP**

THIS AGREEMENT, herein after referred to as Agreement, is entered into by and between the County of Shasta, a political subdivision of the State of California, through its Health and Human Services Agency ("County") and PC Redding Apartments Limited Partnership ("PCRA"), a California Limited Partnership, (collectively, the "Parties" and individually a "Party"), for the management of 19 housing units of supportive housing within a 55 unit affordable housing project known as The Woodlands.

Section 1. DEFINITIONS.

For the purposes of this Agreement the following definitions shall apply:

- A. Client(s) – A Client is someone who has met County's screening criteria for MHSA Permanent Supportive Housing Project eligibility.
- B. County Unit(s) – County Unit(s) means the 14 one-bedroom floating units and five two-bedroom floating units that will be located throughout the Project and are designated for Clients.
- C. MHSA Permanent Supportive Housing Project – The MHSA Permanent Supportive Housing Project, also called "The Woodlands," means the 19 units in the Project that are set aside for Clients. It includes supportive and social services that are designed to help Clients maintain housing stability.
- D. Project - The Project is located on 9.1 acres at 2950 Polk Street, Redding, California 96001 and consists of a total of 54 multi-family affordable housing units plus a manager's unit. The 54 multi-family affordable housing include one-, two- and three-bedroom units. A total of 35 units are affordable general population units, and 14 one-bedroom floating units and five two-bedroom floating units are set-aside for County clients. The Project also includes an on-site community center that includes a computer room, game room, activity room, laundry facilities, County staff office, and manager's unit. Common areas include a pool, social plaza, BBQ area, exercise circuit, children's play areas, community garden areas, and landscaping/green space.
- E. Social services – Means the services offered to Clients by PCRA. They may include, but are not limited to: Finance/budgeting classes, personal income tax preparation, adult education classes, benefit/entitlement assistance, after-school activities, and health and wellness classes.
- F. Supportive services – means the services provided by County or County's contractor(s) to Clients on an as-needed basis as determined by County. They may include, but are not limited to: Case management, clinical support, crisis management, medication support, connection to community-based resources, nursing support, co-occurring treatment, In-Home Support Services, Wellness & Recovery Action Planning ("WRAP"), life skills training, peer support, family support, benefits counseling, Public Guardian, employment readiness and

resources, Adult Protective Services, Representative Payee Support, vocational services, and after-hours crisis support.

Section 2. RESPONSIBILITIES OF PCRA.

- A. PCRA shall provide to Clients the County Units.
- B. Each County Unit provided by PCRA shall include:
 - (1) One full/double bed, one nightstand, one four-drawer dresser, and one lamp for each bedroom in a County Unit.
 - (2) One full-size couch, one coffee table, one lamp, one television stand for the living room.
 - (3) One dining room table and four chairs for the dining room.
- C. Notify County's Mental Health Services Act coordinator in writing within seven calendar days of knowledge that a Client is vacating and/or terminating their tenancy in a County Unit.
- D. Provide County with 120 days written advance notice prior to any change in property ownership or property management.
- E. PCRA shall maintain and operate the Project.
- F. PCRA shall maintain the on-site community center, common areas and grounds.
- G. PCRA shall develop Client selection criteria that defines how PCRA will select Clients for tenancy of a County unit. Selection criteria shall be consistent with applicable Fair Employment and Housing Act (Government Code sections 12900, *et seq.*) provisions.
- H. PCRA shall develop procedures to implement the selection criteria which includes, but is not limited to, a notification of any action taken, appeal rights and processes as defined in the Americans with Disabilities Act and Fair Employment and Housing Act (Government Code sections 12900, *et seq.*) for Clients denied tenancy.
- I. Using the Client selection criteria identified in Section 2. G. above, PCRA shall screen and select Clients for tenancy of County Units. PCRA shall ensure consistent application of Client selection criteria.
- J. PCRA shall provide assistance to Clients who have been accepted for tenancy by PCRA prior to moving in. Such assistance shall include, but is not limited to, arrival or first day orientation, and coordination with County's staff or County's contractors to facilitate the Client's occupancy in their County unit.
- K. PCRA staff shall attend quarterly monitoring meetings with County staff to review whether services are provided in a manner consistent with the provisions of this Agreement. County shall set the date, time and place of these quarterly meetings.
- L. PCRA shall allow County's staff or County's contract providers use of Project common areas to provide services to Clients during the term of this Agreement.
- M. PCRA shall comply with all CalHFA permanent supportive housing rules, regulations, and reporting requirements, as they may be amended from time to time, for the entire term of this Agreement.
- N. PCRA shall ensure the availability of social services to Clients including, but not limited to, the following:

- (1) Finance/Budgeting Classes: Financial literacy classes/workshops shall be provided for a minimum of fifty-two (52) hours per year.
 - (2) Personal Income Tax Preparation: Personal income tax preparation instruction shall be provided for a minimum of ten (10) hours per year.
 - (3) Adult Education Classes: Adult education instruction shall be provided for a minimum of eighty-eight (88) hours per year. Adult education classes shall include, but are not limited to, education regarding benefit/entitlement assistance, computer skills, job readiness, GED instruction, job retention, and networking with community resources to promote employment opportunities.
 - (4) After-school Activities: After-school activities shall be provided for a minimum of six (6) hours per week.
 - (5) Health and Wellness Classes: Health and wellness classes shall be provided for a minimum of eighty-eight (88) hours per year, and shall include, but not be limited to, relationship skills, communication, cooperation, personal responsibility, self-control, empathy, pre-crisis intervention, and emotional support.
- O. PCRA shall provide Project performance outcome data to County within 30 days of the end of each quarter, using reporting worksheets provided by County.
- P. PCRA shall provide to County for the term of this Agreement and at no cost whatsoever, exclusive use of an office at the Project of not less than 140 square feet in order for County or its contractors to provide the services required of County pursuant to this agreement. At the time of execution of this Agreement, the office space to be provided to County is identified as Office #107. Configuration of the Office shall permit confidential meeting space for the County and the maintenance of confidential files by the County in the Office. PCRA shall, at its own cost, maintain the Office in good condition and in accordance with all applicable laws and regulations. PCRA shall also pay, at its own expense, any utility costs associated with County's use of the office space. County shall have the right to install and maintain, at its own expense, a T1 telecommunications line, or its substantial equivalent. PCRA may relocate County to other space within the Project only upon County's prior written approval. Should the Parties have a disagreement regarding County's use of the Office or any of the obligations of this subsection, the Parties agree to attempt to informally resolve the disagreement for 45 days' following notification to the other Party of the disagreement. If the Parties are unable to informally resolve the disagreement, either Party may request mediation with the cost to be shared equally.

Section 3. RESPONSIBILITIES OF COUNTY.

County shall:

- A. Screen applicants for MHSA Permanent Supportive Housing Project eligibility and forward names of approved Clients to PCRA for housing eligibility screening.
- B. Establish and maintain a waiting list of Clients who are eligible for participation in the MHSA Permanent Supportive Housing Project.
- C. Monitor PCRA's compliance with the provisions of this Agreement.

- D. Coordinate quarterly monitoring meetings to review whether services are provided in a manner consistent with the provisions of this Agreement.
- E. Create quarterly reporting form to record, track, and report Project performance outcome data, provide the form to PCRA within 30 days of this Agreement being finalized, and collect the form from PCRA quarterly.
- F. Provide supportive services to MHSA Clients on an as needed basis as determined by County.

Section 4. COMPENSATION.

There will be no exchange and/or receipt of payment from either Party to the other Party pursuant to this Agreement. The consideration for performance of this Agreement is the performance of the rights, duties, and obligations set forth in this Agreement.

Section 5. TERM OF AGREEMENT.

The term of this Agreement shall be for a period of 20 years commencing upon the date of Certificate of Occupancy or the execution of this Agreement by County, whichever is later.

Section 6. TERMINATION OF AGREEMENT.

- A. Either Party may terminate this Agreement immediately upon breach of the Agreement by the other Party, provided written notice of such breach is given and the notified Party fails to cure such breach to the reasonable satisfaction of the noticing Party within 30 days of delivery of the notice of breach, or such extended period as is necessary to cure the breach. Such termination by the noticing Party shall be effective at the end of the cure period if no cure has been affected.
- B. County shall have the right to terminate this Agreement immediately in the event any one or more of the following occurs:
 - (1) A petition for adjudication of PCRA is filed for voluntary or involuntary bankruptcy, which is not dismissed within 60 days of filing.
 - (2) PCRA makes a general assignment or PCRA's interest hereunder is assigned involuntarily or by operation of law, for the benefit of creditors.
 - (3) Abandonment of the Project by PCRA.
- C. County may terminate this agreement without cause on 30 days written notice to Consultant.
- D. County shall not be obligated to perform the services provided for in this Agreement for any future County fiscal year unless or until County's Board of Supervisors appropriates funds for this Agreement in County's budget for that County fiscal year. In the event that funds are not appropriated for this agreement, then this agreement shall end as of June 30 of the last County fiscal year for which funds for this agreement were appropriated. For the purposes of this agreement, the County fiscal year commences on July 1 and ends on June 30 of the following year. County shall notify PCRA in writing of such non-appropriation at the earliest possible date.
- E. County may terminate this agreement immediately upon oral notice should funding cease or be materially decreased during the term of this agreement.

- F. County's right to terminate this agreement may be exercised by the County's Administrative Officer, or County's HHSA Director or any HHSA Branch Director designated by the HHSA Director.

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

- A. Except as provided in Section 27, this Agreement supersedes all previous agreements relating to the subject of this Agreement and constitutes the entire understanding of the Parties hereto. PCRA shall be entitled to no other benefits other than those specified herein. PCRA specifically acknowledges that in entering into and executing this Agreement, PCRA relies solely upon the provisions contained in this Agreement and no others.
- B. No changes, amendments, or alterations to this Agreement shall be effective unless in writing and signed by both Parties. However, minor amendments that do not result in a substantial or functional change to the original intent of this Agreement may be agreed to in writing between PCRA and the HHSA Director or any HHSA Branch Director designated by the HHSA Director, provided that the amendment is in substantially the same format as the County's standard format amendment contained in the Shasta County Contracts Manual (Administrative Policy 6-101).
- C. The headings that appear in this Agreement are for reference purposes only and shall not affect the meaning or construction of this Agreement.
- D. If any ambiguity, inconsistency, or conflict exists or arises between the provisions of this Agreement and the provisions of any of this Agreement's exhibits or appendices, the provisions of this Agreement shall govern.

Section 8. NONASSIGNMENT OF AGREEMENT; NON-WAIVER.

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

Section 9. EMPLOYMENT STATUS OF PCRA.

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

eligible for any other County benefit. PCRA must issue W-2 and 941 Forms for income and employment tax purposes, for all of PCRA's assigned personnel under the terms and conditions of this Agreement.

Section 10. INDEMNIFICATION.

To the fullest extent permitted by law, PCRA 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 PCRA, or by any of PCRA's subcontractors, any person employed under PCRA, 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. PCRA shall also, at PCRA'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 PCRA, or any of PCRA's subcontractors, any person employed under PCRA, or under any Subcontractor, or in any capacity. PCRA 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 PCRA's "independent contractor" status that would establish a liability on County for failure to make social security deductions or contributions or income tax withholding payments, or any other legally mandated payment. The provisions of this paragraph are intended to be interpreted as broadly as permitted by applicable law. This provision shall survive the termination, expiration, or cancellation of this Agreement.

Section 11. INSURANCE COVERAGE.

- A. Without limiting PCRA's duties of defense and indemnification, PCRA and any subcontractor shall obtain, from an insurance carrier authorized to transact business in the State of California, and maintain continuously during the term of this Agreement Commercial General Liability Insurance, including coverage for owned and non-owned automobiles, and other insurance necessary to protect the County and the public with limits of liability of not less than \$3 million combined single limit bodily injury and property damage; such insurance shall be primary as to any other insurance maintained by County.
- B. PCRA and any subcontractor shall obtain and maintain continuously required Workers' Compensation and Employer's Liability Insurance to cover PCRA, subcontractor, PCRA's partner(s), subcontractor's partner(s), PCRA's employees, and subcontractor's(s) employees with an insurance carrier authorized to transact business in the State of California covering the full liability for compensation for injury to those employed by PCRA or subcontractor. Each such policy shall be endorsed to state that the Workers' Compensation carrier waives its right of subrogation against the County, its elected officials, officers, employees, agents, and volunteers which might arise in connection with this Agreement. PCRA hereby

certifies that PCRA is aware of the provisions of section 3700 of the Labor Code, which requires every employer to insure against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of the Labor Code, and PCRA shall comply with such provisions before commencing the performance of the work or the provision of services pursuant to this Agreement.

- C. Consultant shall obtain and maintain continuously a policy of Errors and Omissions coverage with limits of liability of not less than \$1 million.
- D. PCRA shall require subcontractors to furnish satisfactory proof to County that liability and workers' compensation and other required types of insurance have been obtained and are maintained similar to that required of PCRA pursuant to this Agreement.
- E. With regard to all insurance coverage required by this Agreement:
 - (1) Any deductible or self-insured retention exceeding \$25,000 for PCRA or subcontractor shall be disclosed to and be subject to approval by the County Risk Manager prior to the effective date of this Agreement.
 - (2) If any insurance coverage required hereunder is provided on a "claims made" rather than "occurrence" form, PCRA or subcontractor shall maintain such insurance coverage with an effective date earlier or equal to the effective date of this Agreement and continue coverage for a period of three years after the expiration of this Agreement and any extensions thereof. In lieu of maintaining post-Agreement expiration coverage as specified above, PCRA or subcontractor may satisfy this provision by purchasing tail coverage for the claims-made policy. Such tail coverage shall, at a minimum, provide the insurance coverage required hereunder for claims received and reported three years after the expiration date of this Agreement.
 - (3) All insurance (except workers' compensation and professional liability) shall include an endorsement or an amendment to the policy of insurance which names *Shasta County, its elected officials, officers, employees, agents, and volunteers as additional insureds* and provides that coverage *shall not be reduced or canceled without 30 days written prior notice certain to the County*. The additional insureds coverage shall be equal to Insurance Service Office endorsement CG 20 10 for on-going operations, and CG 20 37 for completed operations.
 - (4) Each insurance policy (except for workers' compensation and professional liability policies), or an endorsement thereto, shall contain a "separation of insureds" clause which shall read:

"Separation of Insureds.

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

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

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

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

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

Section 13. COMPLIANCE WITH LAWS; NON-DISCRIMINATION.

- A. PCRA 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. PCRA 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. PCRA represents that PCRA is in compliance with and agrees that PCRA 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. PCRA shall not use the Project in any way for sectarian worship, instruction, or proselytization.
- E. In addition to any other provisions of this Agreement, PCRA shall be solely responsible for any and all damages caused, and/or penalties levied, as the result of PCRA's noncompliance with the provisions of this section.

Section 14. ACCESS TO RECORDS; RECORDS RETENTION.

- A. PCRA shall maintain financial, programmatic, statistical and other supporting records of its operations and financial activities in accordance with State and Federal requirements. All records shall be open to inspection and may be audited by the authorized representatives of County, and any State and/or Federal governing agencies. This provision shall survive the termination, expiration, or cancellation of this Agreement.
- B. All financial records, supporting documents, statistical records, and all other records pertaining to the use of the funds provided under this Agreement shall be retained collectively PCRA for a period of the lesser of (a) five years following termination or expiration of this Agreement, pursuant to the terms herein, or (b) 25 years from issuance of a certificate of occupancy to PCRA (the "Retention Period"). Such records shall be made available for audit by County, State or Federal representatives as necessary. In the event of litigation, claim or audit, the records shall be retained until all litigation, claims and audit findings involving the records, have been fully resolved. In the event any County, State and/or Federal laws mandate a longer retention period, such longer retention shall apply. Access to these records shall be provided to County during working days, 8:00 a.m. to 5:00 p.m. and at other times upon reasonable notice by County, and upon request of state and federal agencies charged with the administration of programs related to the work or services to be provided pursuant to this Agreement.
- C. PCRA shall be responsible for receiving, replying to, and/or complying with any audit exception by appropriate federal, state, or County audit directly related to the provisions of this Agreement.

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

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

Section 16. LICENSES AND PERMITS.

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

Section 17. PERFORMANCE STANDARDS.

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

Section 18. CONFLICTS OF INTEREST.

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

Section 19. NOTICES.

Any notices required or permitted pursuant to the terms and provisions of this Agreement shall be given to the appropriate Party at the address specified below or at such other address as the Party shall specify in writing. Such notice shall be deemed given: (1) upon personal delivery; or (2) if sent by first class mail, postage prepaid, two days after the date of mailing.

If to County: Branch Director
 HHS Business & Support Services
 Attn: Contracts Unit
 P.O. Box 496005
 Redding, CA 96049-6005
 Phone: 530.245.6860
 Fax: 530.225.5555

If to PCRA: PC Redding Apartments Limited Partnership
 c/o Palm Communities
 100 Pacifica, Suite 205
 Irvine, CA 92618
 Phone: 949.878.9399
 Fax: 949.878-9387

Section 20. AGREEMENT PREPARATION

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

Section 21. COMPLIANCE WITH POLITICAL REFORM ACT.

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

Section 22. PROPERTY TAXES.

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

Section 23. SEVERABILITY.

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

Section 24. CONFIDENTIALITY OF CLIENT INFORMATION.

All information and records obtained in the course of providing services under this Agreement shall be confidential, and PCRA and all of PCRA's employees, volunteers, agents, and officers shall comply with state and federal requirements regarding confidentiality of Client/patient information (including, but not limited to, section 5328 of the Welfare and Institutions Code; Civil Code section 56.10; the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the regulations adopted pursuant thereto; Title 42, Code of Federal Regulations, Part 2; and Title 45, Code of Federal Regulations, section 205.50). All applicable regulations and statutes relating to Client/patients' rights shall be adhered to. This provision shall survive the termination, expiration, or cancellation of this Agreement.

Section 25. SCOPE AND OWNERSHIP OF WORK.

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

information, including, without limitation, PCRA's methodologies and methods of analysis, ideas, concepts, expressions, know how, methods, techniques, skills, knowledge, and experience possessed by PCRA prior to, or acquired by PCRA during the performance of this Agreement and PCRA shall not be restricted in any way with respect thereto.

Section 26. USE OF COUNTY PROPERTY.

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

Section 27. ADDITIONAL CONFIDENTIALITY REQUIREMENTS.


Should information regarding County's clients become known to PCRA that is not otherwise known to PCRA, PCRA shall comply with, and require all of its contractors, employees, volunteers, agents, and officers to comply with, the provisions of section 5328 and section 10850 of the Welfare and Institutions Code, and of Division 19 of the State of California Department of Social Services Manual of Policies and Procedures. PCRA shall ensure all of its employees, volunteers, agents, and officers comply with these provisions, and shall inform all of its employees, agents, and officers that any person knowingly and intentionally violating such provisions is guilty of a misdemeanor.

[SIGNATURE PAGE FOLLOWS]

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

COUNTY OF SHASTA

Date: JUN 6 2017


DAVID A. KEHOE, 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

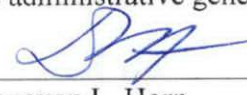

James R. Ross
Assistant County Counsel

RISK MANAGEMENT APPROVAL


James Johnson
Risk Management Analyst

PC REDDING APARTMENTS
LIMITED PARTNERSHIP, a California
limited partnership

By: PC Redding Developers LLC, a
California limited liability company,
its administrative general partner


Danavon L. Horn,
President



7004 e 5013

**FIRST AMENDMENT TO THE AGREEMENT BETWEEN
THE COUNTY OF SHASTA AND PC REDDING APARTMENTS LIMITED
PARTNERSHIP**

This First Amendment is entered into between the County of Shasta, a political subdivision of the State of California, through its Health and Human Services Agency ("County"), and PC Redding Apartments Limited Partnership ("PCRA"), a California Limited Partnership for the management of 19 housing units of supportive housing within a 55 unit affordable housing project known as The Woodlands.

RECITALS

WHEREAS, County and PCRA have previously entered into an agreement on June 6, 2017, effective June 16, 2017, for the management of 19 housing units of supportive housing within a 55 unit affordable housing project known as The Woodlands ("Agreement"); and

WHEREAS, County and PCRA desire to amend this Agreement to allow County to make communication and telecommunication alterations to the office space used by County.

NOW, THEREFORE, the Agreement is amended as follows:

- I. Subsection P. of Section 2, **RESPONSIBILITIES OF PCRA.**, is amended as of the Effective Date of this First Amendment, in its entirety, to read as follows:

Section 2. RESPONSIBILITIES OF PCRA.

- P. PCRA shall provide to County for the term of this Agreement and at no cost whatsoever, exclusive use of an office at the Project of not less than 140 square feet in order for County or its contractors to provide the services required of County pursuant to this agreement. At the time of execution of this Agreement, the office space to be provided to County is identified as Office #107. Configuration of the Office shall permit confidential meeting space for the County and the maintenance of confidential files by the County in the Office. PCRA shall, at its own cost, maintain the Office in good condition and in accordance with all applicable laws and regulations. PCRA shall also pay, at its own expense, any utility costs associated with County's use of the office space. County shall have the right to install and maintain, at its own expense, a T1 telecommunications line, or its substantial equivalent. County, at its own cost, may install equipment needed for use in its office space including, but not limited to, telecommunication systems and computer terminals including, but not limited to, telephone cable, key system units, intercom systems, telephones, answering machines, security systems, computer cabling, and additional fan(s) or cooling system(s) for hardware such as servers and computers ("Telecommunications Equipment"). County will maintain and repair the Telecommunications Equipment at its own cost. PCRA may relocate County to other space within the Project only upon County's prior written

approval. Should PCRA relocate County to other space within the Project, PCRA shall reimburse County for all costs incurred in relocating the T1 line and the Telecommunications Equipment described in this subdivision. Should the Parties have a disagreement regarding County's use of the Office or any of the obligations of this subsection, the Parties agree to attempt to informally resolve the disagreement for 45 days' following notification to the other Party of the disagreement. If the Parties are unable to informally resolve the disagreement, either Party may request mediation with the cost to be shared equally.

II. REAFFIRMATION

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

III. ENTIRE AGREEMENT

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

IV. EFFECTIVE DATE

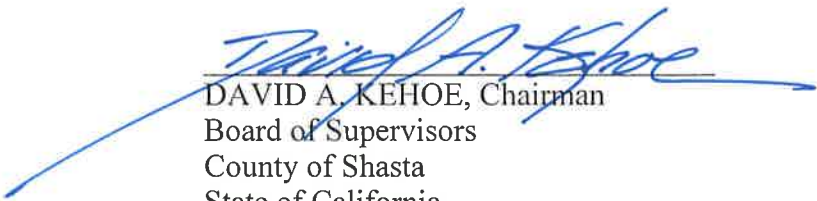
Unless otherwise provided, this First Amendment shall be deemed effective as of the last date it is signed by both Parties.

[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: OCT 03 2017


 DAVID A. KEHOE, Chairman
 Board of Supervisors
 County of Shasta
 State of California


ATTEST
 LAWRENCE G. LEES
 Clerk of the Board of Supervisors

By: 
 Deputy

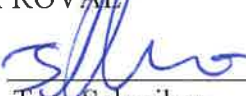
Approved as to form:
 RUBIN E. CRUSE, JR
 County Counsel


 James R. Ross
 Assistant County Counsel

RISK MANAGEMENT APPROVAL


 09/18/17
 James Johnson
 Risk Management Analyst III

**INFORMATION TECHNOLOGY
APPROVAL**

By:  9-19-2017
 Tom Schreiber
 Chief Information Officer

**PC REDDING APARTMENTS
 LIMITED PARTNERSHIP, a California
 limited partnership**

By: PC Redding Developers LLC, a
 California limited liability company,
 its administrative general partner

 9.21.17
 Danavon L. Horn, Date
 President

REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS

BOARD MEETING DATE: April 24, 2018

CATEGORY: Consent - Health and Human Services-4.

SUBJECT:

Revenue Agreement Between the Opportunity Center and the US Department of the Interior through the Bureau of Reclamation

DEPARTMENT: Health and Human Services Agency-Regional Services

Supervisory District No. : All

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

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

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

RECOMMENDATION

Approve and authorize the: (1) Chairman to sign a renewal revenue agreement with the United States Department of Interior through the Bureau of Reclamation in an amount not to exceed \$86,515.78 for the Opportunity Center to provide grounds maintenance services for a base year from May 1, 2018 through April 30, 2019, with four optional one-year renewals; and (2) Health and Human Services Agency (HHSA) Director, or any HHSA Branch Director designated by the HHSA Director, to sign amendments, including retroactive, that do not result in a substantial or functional change to the original intent of the agreement and do not result in a change in compensation for a total not to exceed \$438,476.23 through April 30, 2023, as long as they otherwise comply with the Administrative Policy 6-101, *Shasta County Contracts Manual*.

SUMMARY

The Opportunity Center (OC) provides a variety of rehabilitation services including supported employment opportunities for OC clients. OC Revenue agreements, such as this with the Bureau of Reclamation (BOR), allow for clients to receive job opportunities within the community.

DISCUSSION

The OC grounds crew provides work experience for four people with disabilities at the Shasta Dam. This grounds agreement provides work experience in maintaining the grounds at one of the top tourist destinations in Shasta County. The crew receives training in maintenance and use of edging tools, blowers, weed eaters, aerators, push and riding mowers. The crew also receives training in the proper care of shrubs, lawns and trees in addition to pest and weed control. The well-maintained lawns at Shasta Dam showcase the work accomplished by people with disabilities as many tourists and locals regularly praise the beautiful lawns.

This agreement for grounds maintenance will include a base year from May 1, 2018 through April 30, 2019. It also allows for

four additional optional years through April 30, 2023. The total anticipated revenue over the five-year period is expected to be \$438,476.23. The option years are contingent upon appropriation of federal funds; however, the OC expects to provide services through April 2023.

ALTERNATIVES

The Board could choose not to approve the agreement and/or the designated signature authority for amendments, or may instruct the OC to negotiate additional terms.

OTHER AGENCY INVOLVEMENT

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

FINANCING

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

ATTACHMENTS:

Description	Upload Date	Description
Bureau of Reclamation Grounds	4/16/2018	Bureau of Reclamation Grounds

BOARD OF SUPERVISORS REGULAR MEETING - April 24, 2018

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30</i>				1. REQUISITION NUMBER 0040379602		PAGE OF 1 59	
2. CONTRACT NO. 140R2018C0010			3. AWARD/ EFFECTIVE DATE 05/01/2018		4. ORDER NUMBER		5. SOLICITATION NUMBER
7. FOR SOLICITATION INFORMATION CALL:			a. NAME Nanci Pigeon		b. TELEPHONE NUMBER (No collect calls) 916-978-5183		8. OFFER DUE DATE/LOCAL TIME
9. ISSUED BY Bureau of Reclamation Mid-Pacific Region Regional Office Division of Acquisition Services 2800 Cottage Way, Room E-1815 Sacramento CA 95825-1898				10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED OR <input type="checkbox"/> SET ASIDE: % FOR: <div style="display: flex; justify-content: space-between;"> <div> <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS </div> <div> <input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM <input type="checkbox"/> EDWOSB <input type="checkbox"/> 8(A) </div> <div> NAICS: 561730 SIZE STANDARD: \$7.50 </div> </div>			
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS PP30		13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) <input type="checkbox"/>		13b. RATING	
15. DELIVER TO Bureau of Reclamation-MP-NCAO Northern California Area Office 16349 Shasta Dam Boulevard Shasta Lake CA 96019-8400		CODE 0009909952		16. ADMINISTERED BY Bureau of Reclamation Mid-Pacific Region Regional Office Division of Acquisition Services 2800 Cottage Way, Room E-1815 Sacramento CA 95825-1898		CODE R20	
17a. CONTRACTOR/OFFEROR COUNTY OF SHASTA Attn: ATTN GOVERNMENT POC 1450 COURT STREET REDDING CA 96001-1683 TELEPHONE NO. 530-225-5418		CODE 0071343790 FACILITY CODE		18a. PAYMENT WILL BE MADE BY Invoice Processing Platform System US Department of Treasury http://www.ipp.gov		CODE IPP INV	
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER				18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM			
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES			21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	Schedule: See Next Page						
				(Use Reverse and/or Attach Additional Sheets as Necessary)			
25. ACCOUNTING AND APPROPRIATION DATA See schedule						26. TOTAL AWARD AMOUNT (For Govt. Use Only) \$86,515.78	
<input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED. <input checked="" type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA <input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.							
<input checked="" type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 1 COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED.				<input type="checkbox"/> 29. AWARD OF CONTRACT: _____ OFFER DATED _____. YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:			
30a. SIGNATURE OF OFFEROR/CONTRACTOR 30b. NAME AND TITLE OF SIGNER (Type or print) Les Baugh, Chairman Shasta County BOS				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)			
30b. NAME AND TITLE OF SIGNER (Type or print)		30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (Type or print) Nanci Pigeon		31c. DATE SIGNED	

AUTHORIZED FOR LOCAL REPRODUCTION
PREVIOUS EDITION IS NOT USABLE

Attest
LAWRENCE G. LEES
Clerk of the Board of Supervisors
BY: _____

STANDARD FORM 1449 (REV. 2/2012)
Prescribed by GSA - FAR (48 CFR) 53.212

19 ITEM NO	20 SCHEDULE OF SUPPLIES/SERVICES	21 QUANTITY	22 UNIT	23 UNIT PRICE	24 AMOUNT
	<p>APPROVED AS TO FORM Rubin E. Cruise, Jr. County Counsel</p> <p><i>[Signature]</i> 4/13/18 Alan B. Cox Deputy County Counsel</p> <p>RISK MANAGEMENT APPROVAL <i>[Signature]</i> 04/13/18 By James Johnson Risk Management Analyst</p> <p>Legacy Doc #: BOR CO Invoice Review Required: Y Period of Performance: 05/01/2018 to 04/30/2023</p>				
00010	<p>BASE YEAR; NCAO GROUNDS MAINTENANCE, Upper Vista House - 05/01/2013 - 04/30/2019</p> <p>The Contractor shall furnish all labor, materials, supplies, tools, equipment, transportation and supervision necessary to perform Grounds Maintenance at NCAO, Shasta County, Shasta Lake, CA. In accordance with attached Performance Work Statement dated March 2018 and the approved Pricing Schedule dated January 2018. This is a firm-fixed price line item.</p> <p>Monthly rate = \$74,144.02 / 12 Months = \$6,178.66 per month Obligated Amount: \$74,144.02</p> <p>Accounting Info: 01 Account Assignm: W G/L Account: 6100.254B0 Continued ...</p>				74,144.02

32a. QUANTITY IN COLUMN 21 HAS BEEN

☐ RECEIVED ☐ INSPECTED ☐ ACCEPTED, AND CONFORMS TO THE CONTRACT EXCEPT AS NOTED:

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE		32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	
32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE			32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE	
			32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE	
33. SHIP NUMBER	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	37. CHECK NUMBER
<input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL				
38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY		
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT			42a. RECEIVED BY (Print)	
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER		41c. DATE	42b. RECEIVED AT (Location)	
			42c. DATE REC'D (YY/MM/DD)	42d. TOTAL CONTAINERS

BOARD OF SUPERVISORS REGULAR MEETING - April 24, 2018

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NAME OF OFFEROR OR CONTRACTOR

COUNTY OF SHASTA

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Business Area: R000 Commitment Item: 254B00 Cost Center: RR02000000 Functional Area: R17410000.000000 Fund: 18XR0680A4 Fund Center: RR02000000 Order: R4914819 PR Acct Assign: 01 Funded: \$74,144.02				
00020	BASE YEAR: NCAO GROUNDS MAINTENANCE, SHASTA Power , Plant - 05/01/2018 - 04/30/2019 The Contractor shall furnish all labor, materials, supplies, tools, equipment, transportation and supervision necessary to perform Grounds Maintenance at NCAO, Shasta County, Shasta Lake, CA. In accordance with attached Performance Work Statement dated March 2018 and the approved Pricing Schedule dated January 2018. This is a firm-fixed price line item. Monthly rate = \$12,371.76 / 12 Months = \$1,030.98 per month Obligated Amount: \$12,371.76 Accounting Info: 01 Account Assignm: W G/L Account: 6100.254B0 Business Area: R000 Commitment Item: 254B00 Cost Center: RR02000000 Functional Area: R17410000.000000 Fund: XXXR0680U4 Fund Center: RR02000000 Order: R3811746 PR Acct Assign: 01 Funded: \$12,371.76				12,371.76
00030	OPTION YEAR 1: NCAO GROUNDS MAINTENANCE, Upper Vista House - 05/01/2019 - 04/30/2020 The Contractor shall furnish all labor, materials, supplies, tools, equipment, transportation and supervision necessary to perform Grounds Maintenance at NCAO, Shasta County, Shasta Lake, CA. In accordance with attached Performance Work Statement dated March 2018 and the approved Pricing Schedule dated January 2018. This is a firm-fixed price line item. Continued ...				0.00

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NAME OF OFFEROR OR CONTRACTOR

COUNTY OF SHASTA

ITEM NO (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Monthly rate = \$74,636.94 / 12 Months = \$6,219.74 per month Amount: \$74,636.94 (Option Line Item) 04/30/2019				
00040	OPTION YEAR 1: NCAO GROUNDS MAINTENANCE, SHASTA Power Plant - 05/01/2019 - 04/30/2020				0.00
	The Contractor shall furnish all labor, materials, supplies, tools, equipment, transportation and supervision necessary to perform Grounds Maintenance at NCAO, Shasta County, Shasta Lake, CA. In accordance with attached Performance Work Statement dated March 2018 and the approved Pricing Schedule dated January 2018. This is a firm-fixed price line item.				
	Monthly rate = \$12,454.00 / 12 Months = \$1,037.83 per month Amount: \$12,454.00 (Option Line Item) 04/30/2019				
00050	OPTION YEAR 2: NCAO GROUNDS MAINTENANCE, Upper Vista House - 05/01/2020 - 04/30/2021				0.00
	The Contractor shall furnish all labor, materials, supplies, tools, equipment, transportation and supervision necessary to perform Grounds Maintenance at NCAO, Shasta County, Shasta Lake, CA. In accordance with attached Performance Work Statement dated March 2018 and the approved Pricing Schedule dated January 2018. This is a firm-fixed price line item.				
	Monthly rate = \$75,141.73 / 12 Months = \$6,261.81 per month Amount: \$75,141.73 (Option Line Item) 04/30/2020				
00060	OPTION YEAR 2: NCAO GROUNDS MAINTENANCE, SHASTA Power Plant - 05/01/2020 - 04/30/2021				0.00
	Continued ...				

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NAME OF OFFEROR OR CONTRACTOR

COUNTY OF SHASTA

ITEM NO (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>The Contractor shall furnish all labor, materials, supplies, tools, equipment, transportation and supervision necessary to perform Grounds Maintenance at NCAO, Shasta County, Shasta Lake, CA. In accordance with attached Performance Work Statement dated March 2018 and the approved Pricing Schedule dated January 2018. This is a firm-fixed price line item.</p> <p>Monthly rate = \$12,538.23 / 12 Months = \$1,044.85 per month Amount: \$12,538.23 (Option Line Item) 04/30/2021</p>				
00070	<p>OPTION YEAR 3: NCAO GROUNDS MAINTENANCE, Upper Vista House - 05/01/2021 - 04/30/2022</p> <p>The Contractor shall furnish all labor, materials, supplies, tools, equipment, transportation and supervision necessary to perform Grounds Maintenance at NCAO, Shasta County, Shasta Lake, CA. In accordance with attached Performance Work Statement dated March 2018 and the approved Pricing Schedule dated January 2018. This is a firm-fixed price line item.</p> <p>Monthly rate = \$75,659.83 / 12 Months = \$6,304.98 per month Amount: \$75,659.83 (Option Line Item) 04/30/2021</p>				0.00
00080	<p>Option Year 3: NCAO GROUNDS MAINTENANCE, SHASTA Power Plant - 05/01/2021 - 04/30/2022</p> <p>The Contractor shall furnish all labor, materials, supplies, tools, equipment, transportation and supervision necessary to perform Grounds Maintenance at NCAO, Shasta County, Shasta Lake, CA. In accordance with attached Performance Work Statement dated March 2018 and the approved Pricing Schedule dated January 2018. This is a firm-fixed price line item.</p> <p>Continued ...</p>				0.00

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NAME OF OFFEROR OR CONTRACTOR

COUNTY OF SHASTA

ITEM NO (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>Monthly rate = \$12,624.69 / 12 Months = \$1,126.58 per month Amount: \$12,624.69 (Option Line Item) 04/30/2021</p>				
00090	<p>OPTION YEAR 4: NCAO GROUNDS MAINTENANCE, Upper Vista House - 05/01/2022 - 04/30/2023</p> <p>The Contractor shall furnish all labor, materials, supplies, tools, equipment, transportation and supervision necessary to perform Grounds Maintenance at NCAO, Shasta County, Shasta Lake, CA. In accordance with attached Performance Work Statement dated March 2018 and the approved Pricing Schedule dated January 2018. This is a firm-fixed price line item.</p> <p>Monthly rate = \$76,191.61 / 12 Months = \$6,349.30 per month Amount: \$76,191.61 (Option Line Item) 04/30/2022</p>				0.00
00100	<p>OPTION YEAR 4: NCAO GROUNDS MAINTENANCE, SHASTA Power Plant - 05/01/2022 - 04/30/2023</p> <p>The Contractor shall furnish all labor, materials, supplies, tools, equipment, transportation and supervision necessary to perform Grounds Maintenance at NCAO, Shasta County, Shasta Lake, CA. In accordance with attached Performance Work Statement dated March 2018 and the approved Pricing Schedule dated January 2018. This is a firm-fixed price line item.</p> <p>Monthly rate = \$12,713.42 / 12 Months = \$1,059.45 per month Amount: \$12,713.42 (Option Line Item) 04/30/2022</p> <p>The total amount of award: \$438,476.23. The obligation for this award is shown in box 26.</p>				0.00

**Cost Breakdown - Services (Aggregated)
Follow-On Years**

Date : 1/29/2018

JPID : 91807

Service : [Grounds Maintenance]

Project : 090475

Location : Bureau of Reclamation, Shasta Dam, Shasta Lake, CA, Shasta Lake CA

CNA : SourceAmerica

Contract # :

Description	Base Year	FOY 1	FOY 2	FOY3	FOY4
1. Labor					
a. Direct Labor	\$27,456.60	\$27,456.60	\$27,456.60	\$27,456.60	\$27,456.60
b. Lead Worker	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
c. Supervision	\$10,366.89	\$10,574.24	\$10,785.72	\$11,001.43	\$11,221.45
01 - Total Labor	\$37,823.49	\$38,030.84	\$38,242.32	\$38,458.03	\$38,678.05
2. Labor Fringe Benefits					
a. Direct Labor Fringe	\$21,657.95	\$21,657.95	\$21,657.95	\$21,657.95	\$21,657.95
b. Supervision Fringe	\$6,948.41	\$7,167.61	\$7,394.63	\$7,629.86	\$7,873.53
02- Total Fringe Benefits	\$28,606.36	\$28,825.56	\$29,052.58	\$29,287.81	\$29,531.48
3. Other Direct Charges					
a. Expendables	\$2,208.92	\$2,253.10	\$2,298.16	\$2,344.12	\$2,391.01
b. Major Equipment	\$4,754.80	\$4,754.80	\$4,754.80	\$4,754.80	\$4,754.80
c. Minor Equipment	\$907.87	\$907.87	\$907.87	\$907.87	\$907.87
d. Vehicle Operation	\$1,666.52	\$1,700.83	\$1,734.48	\$1,768.44	\$1,802.72
e. Rental	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
f. Subcontracting	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
g. Other	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
03 - Total Other Direct Charges	\$9,538.11	\$9,616.60	\$9,695.31	\$9,775.23	\$9,856.40
4. Total Direct Costs	\$75,967.96	\$76,473.00	\$76,990.21	\$77,521.07	\$78,065.93
5. Overhead/G&A/Net Proceeds	\$10,547.82	\$10,617.94	\$10,689.75	\$10,763.45	\$10,839.10
6. Price	\$86,515.78	\$87,090.94	\$87,679.96	\$88,284.52	\$88,905.03
Annual					
Monthly	\$7,209.65	\$7,257.58	\$7,306.66	\$7,357.04	\$7,408.75

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CLAUSES

52.252-2 CLAUSES INCORPORATED BY REFERENCE - (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address: FAR Clauses – <https://www.acquisition.gov/far/>

52.202-1	DEFINITIONS (NOV 2013)
52.203-3	GRATUITIES (APR 1984)
52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (OCT 2010)
52.203-17	CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENTS TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (APR 2014)
52.204-4	PRINTED OR COPIED DOUBLE-SIDED ON POSTCONSUMER FIBER CONTENT PAPER (MAY 2011)
52.204-13	SYSTEM FOR AWARD MANAGEMENT (OCT 2016)
52.204-18	COMMERCIAL AND GOVERNMENT ENTITY CODE MAINTENANCE - (JUL 2016)
52.223-5	POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION (MAY 2011)
52.232-40	PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS - (DEC 2013)
52.233-4	APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM (OCT 2004)
52.242-13	BANKRUPTCY (JUL 1995)
52.242-15	STOP-WORK ORDER - (AUG 1989)

(End of clause)

52.212-4 CONTRACT TERMS AND CONDITIONS –COMMERCIAL ITEMS - (JAN 2017)

(End of Clause)

ADDENDUM TO 52.212-4

52.204-9 PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (JAN 2011)

(a) The Contractor shall comply with agency personal identity verification procedures identified in the contract that implement Homeland Security Presidential Directive-12 (HSPD-12), Office of Management and Budget (OMB) guidance M-05-24, and Federal Information Processing Standards Publication (FIPS PUB) Number 201.

(b) The Contractor shall account for all forms of Government-provided identification issued to the Contractor employees in connection with performance under this contract. The Contractor shall return such identification to the issuing agency at the earliest of any of the following, unless otherwise determined by the Government;

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- (1) When no longer needed for contract performance.
- (2) Upon completion of the Contractor employee's employment.
- (3) Upon contract completion or termination.

(c) The Contracting Officer may delay final payment under a contract if the Contractor fails to comply with these requirements.

(d) The Contractor shall insert the substance of clause, including this paragraph (d), in all subcontracts when the subcontractor's employees are required to have routine physical access to a Federally-controlled facility and/or routine access to a Federally-controlled information system. It shall be the responsibility of the prime Contractor to return such identification to the issuing agency in accordance with the terms set forth in paragraph (b) of this section, unless otherwise approved in writing by the Contracting Officer.

(End of Clause)

52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 30 Days.

(End of Clause)

ADDENDUM TO 52.212-4**52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)**

(a) The Government may extend the term of this contract by written notice to the Contractor within 30 days of contract expiration; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 5 years.

(End of Clause)

ADDENDUM TO 52.212-4

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52.228-5 Insurance -- Work on a Government Installation (Jan 1997)

(a) The Contractor shall, at its own expense, provide and maintain during the entire performance of this contract, at least the kinds and minimum amounts of insurance required in the Schedule or elsewhere in the contract.

(b) Before commencing work under this contract, the Contractor shall notify the Contracting Officer in writing that the required insurance has been obtained. The policies evidencing required insurance shall contain an endorsement to the effect that any cancellation or any material change adversely affecting the Government's interest shall not be effective --

(1) For such period as the laws of the State in which this contract is to be performed prescribe; or

(2) Until 30 days after the insurer or the Contractor gives written notice to the Contracting Officer, whichever period is longer.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in subcontracts under this contract that require work on a Government installation and shall require subcontractors to provide and maintain the insurance required in the Schedule or elsewhere in the contract. The Contractor shall maintain a copy of all subcontractors' proofs of required insurance, and shall make copies available to the Contracting Officer upon request.

(End of Clause)

ADDENDUM TO 52.212-4**52.237-2 Protection of Government Buildings, Equipment, and Vegetation (Apr 1984)**

The Contractor shall use reasonable care to avoid damaging existing buildings, equipment, and vegetation on the Government installation. If the Contractor's failure to use reasonable care causes damage to any of this property, the Contractor shall replace or repair the damage at no expense to the Government as the Contracting Officer directs. If the Contractor fails or refuses to make such repair or replacement, the Contractor shall be liable for the cost, which may be deducted from the contract price.

(End of Clause)

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ADDENDUM TO 52.212-4**DOI-AAAP-0028 ELECTRONIC INVOICING AND PAYMENT REQUIREMENTS-INVOICE PROCESSING PLATFORM (IPP) - APR 2013)**

Payment requests must be submitted electronically through the U.S. Department of the Treasury's Internet Payment Platform System (IPP).

"Payment requests" means any request for contract financing payment or invoicing payment by the Contractor. To constitute a proper invoice, the payment request must comply with the requirements identified in the applicable Prompt Payment clause included in the contract, or the clause 52.212-4 Contract Terms and Conditions-Commercial Items included in commercial item contracts. The IPP website address is: <https://www.ipp.gov>

Under this contract, the following documents are required to be submitted as an attachment to the IPP invoice:

- 1) Submit invoices in accordance with FAR 52.212-4(g).**
- 2) Upload a copy of the invoice and all supporting documents along with the electronic IPP invoice.**

Contractor shall upload an electronic copy of the invoice, along with any supporting documentation, to the IPP website. To assist in the payment process, contractors are encouraged to send a courtesy copy of the invoice electronically, with attention to the Contracting Officer, to the following email address: supplyserviceinvoice@usbr.gov

- 3) Invoices must be submitted via IPP in order to be properly processed within the payment terms set forth under this contract.**

The Contractor must use the IPP website to register access and use IPP for submitting requests for payment. The Contractor Government Business Point of Contact (as listed in SAM) will receive enrollment instructions via email from the Federal Reserve Bank of Boston (FRBB) prior to the contract award date, but no more than 3-5 business days of the contract award date. Contractor assistance with enrollment can be obtained by contacting the IPP Production Helpdesk via email ippgroup@bos.frb.org or phone (866) 973-3131.

If the Contractor is unable to comply with the requirement to use IPP for submitting invoices for payment, the Contractor must submit a waiver request in writing to the Contracting Officer with its proposal or quotation.

(End of Local Clause)

ADDENDUM TO 52.212-4**DOI-AAAP-0050 Contractor Performance Assessment Reporting System - (Dec 2015)**

a. FAR 42.1502 directs all Federal agencies to collect past performance information on contracts. The Department of the Interior (DOI) has implemented the Contractor Performance Assessment Reporting System (CPARS) to comply with this regulation. One or more past performance evaluations will be

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conducted in order to record your contract performance as required by FAR 42.15.

b. The past performance evaluation process is a totally paperless process using CPARS. CPARS is a web-based system that allows for electronic processing of the performance evaluation report. Once the report is processed, it is available in the Past Performance Information Retrieval System (PPIRS) for Government use in evaluating past performance as part of a source selection action.

c. We request that you furnish the Contracting Officer (CO) with the name, position title, phone number, and email address for each person designated to have access to your firm's past performance evaluation(s) for the contract no later than 30 days after award. Each person granted access will have the ability to provide comments in the Contractor portion of the report and state whether or not the Contractor agrees with the evaluation, before returning the report to the Assessing Official (AO). Information in the report must be protected as source selection sensitive information not releasable to the public.

d. When your Contractor Representative(s) are registered in CPARS, they will receive an automatically generated email with detailed login instructions. Further details, systems requirements, and training information for CPARS is available at <https://www.cpars.gov/>.

e. Within 60 days after the end of a performance period, the AO will complete an interim or final past performance evaluation, and the report will be accessible at <https://www.cpars.gov/>.

1. Contractor Representatives may then provide comments in response to the evaluation, or return the evaluation without comment.

2. Your comments should focus on objective facts in the AO's narrative and should provide your views on the causes and ramifications of the assessed performance.

3. All information provided should be reviewed for accuracy prior to submission.

4. If you elect not to provide comments, please acknowledge receipt of the evaluation by indicating No comment in the space provided, and then selecting "Accept the Ratings and Close the Evaluation".

5. Your response is due within 60 calendar days after receipt of the CPAR. On day 15, the evaluation will become available in PPIRS-RC marked as "Pending" with or without comments and whether or not it has been closed.

6. If you do not sign and submit the CPAR within 60 days, it will automatically be returned to the Government and will be annotated: -The report was delivered/received by the contractor on (date). The contractor neither signed nor offered comment in response to this assessment. -

f. The following guidelines apply concerning your use of the past performance evaluation:

1. Protect the evaluation as source selection information. After review, transmit the evaluation by completing and submitting the form through CPARS. If for some reason you are unable to view and/or submit the form through CPARS, contact the CO for instructions.

2. Strictly control access to the evaluation within your organization. Ensure the evaluation is never released to persons or entities outside of your control.

3. Prohibit the use of or reference to evaluation data for advertising, promotional material, pre-award surveys, responsibility determinations, production readiness reviews, or other similar purposes.

g. If you wish to discuss a past performance evaluation, you should request a meeting in writing to the CO no later than seven days following your receipt of the evaluation. The meeting will be held in person or via telephone or other means during your 60-day review period.

h. A copy of the completed past performance evaluation will be available in CPARS for your viewing and for Government use supporting source selection actions after it has been finalized.

(End of Local Clause)

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ADDENDUM TO 52.212-4**1452.201-70 Authorities and Delegations - (Sep 2011)**

(a) The Contracting Officer is the only individual authorized to enter into or terminate this contract, modify any term or condition of this contract, waive any requirement of this contract, or accept nonconforming work.

(b) The Contracting Officer will designate a Contracting Officer's Representative (COR) at time of award. The COR will be responsible for technical monitoring of the contractor's performance and deliveries. The COR will be appointed in writing, and a copy of the appointment will be furnished to the Contractor. Changes to this delegation will be made by written changes to the existing appointment or by issuance of a new appointment.

(c) The COR is not authorized to perform, formally or informally, any of the following actions:

(1) Promise, award, agree to award, or execute any contract, contract modification, or notice of intent that changes or may change this contract;

(2) Waive or agree to modification of the delivery schedule;

(3) Make any final decision on any contract matter subject to the Disputes Clause;

(4) Terminate, for any reason, the Contractor's right to proceed;

(5) Obligate in any way, the payment of money by the Government.

(d) The Contractor shall comply with the written or oral direction of the Contracting Officer or authorized representative(s) acting within the scope and authority of the appointment memorandum. The Contractor need not proceed with direction that it considers to have been issued without proper authority. The Contractor shall notify the Contracting Officer in writing, with as much detail as possible, when the COR has taken an action or has issued direction (written or oral) that the Contractor considers to exceed the COR's appointment, within 3 days of the occurrence. Unless otherwise provided in this contract, the Contractor assumes all costs, risks, liabilities, and consequences of performing any work it is directed to perform that falls within any of the categories defined in paragraph (c) prior to receipt of the Contracting Officer's response issued under paragraph (e) of this clause.

(e) The Contracting Officer shall respond in writing within 30 days to any notice made under paragraph (d) of this clause. A failure of the parties to agree upon the nature of a direction, or upon the contract action to be taken with respect thereto, shall be subject to the provisions of the Disputes clause of this contract.

(f) The Contractor shall provide copies of all correspondence to the Contracting Officer and the COR.

(g) Any action(s) taken by the Contractor, in response to any direction given by any person acting on behalf of the Government or any Government official other than the Contracting Officer or the COR acting within his or her appointment, shall be at the Contractor's risk.

(End of Clause)

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ADDENDUM TO 52.212-4**WBR 1452.222-81 Employment Verification**

It is the contractor's responsibility to verify employment of its employees. FAR 9.406(b) (2) causes for Debarment, specifically states, based on a determination by the Secretary of Homeland Security or the Attorney General of the United States, any contractor not in compliance with the INA is a cause for debarment.

(End of clause)

ADDENDUM TO 52.212-4**WBR 1452.223-82 Protecting Federal Employees and the Public from Exposure to Tobacco Smoke in the Federal Workplace -- Bureau of Reclamation - (Dec 2009)**

(a) In performing work under this contract, the contractor shall comply with the requirements of Executive Order 13058, dated August 9, 1997, which prohibits the smoking of tobacco products in all interior space owned, rented, or leased by the executive branch of the Federal Government, and in any outdoor areas under executive branch control in front of air intake ducts.

(b) In addition, pursuant to Federal Management Regulation (FMR) Bulletin 2009-B1, effective December 22, 2008, smoking is prohibited in courtyards and within 25 feet of doorways and air intake ducts on outdoor space under the jurisdiction, custody or control of GSA.

(End of clause)

ADDENDUM TO 52.212-4**WBR 1452.237-80 SECURITY REQUIREMENTS--BUREAU OF RECLAMATION (FEB 2017)**

(a) General Security Requirements:

(1) This clause addresses security requirements, including general procedural requirements, information security requirements, contractor employee suitability requirements, identification card requirements, site security requirements, vessel exclusion barriers, and information technology security requirements. Within this clause, COR means Contracting Officer's Representative. If there is no COR appointed and identified to the Contractor, the term instead will mean the Program Manager or any other authorized individual responsible for technical oversight under the contract. "Work site" means the Government facility, office, construction site, and any other area within the Government office or facility that the Contractor must access to accomplish work under this contract.

(2) The work performed under this contract shall only be accomplished by individuals (in the employment of the Contractor or any subcontractors) whose conduct and behavior is consistent with the efficiency of the Federal Service and the requirements of this contract, and who are acceptable to the CO. If Reclamation finds a Contractor employee to be unsuitable or unfit for his or her assigned duties, the CO will direct the Contractor to remove the individual from the contract and access to the Federal facility at which the contract activities are occurring.

(3) The Contractor's employees governed by this contract may need access to sensitive information and/or sensitive areas. The Federal Government (Government) reserves the right, in its sole discretion, to determine suitability of Contractor personnel and deny access to any sensitive information or project

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specific area to any personnel for any cause.

(4) The Contractor is responsible for informing and ensuring compliance by its employees with any applicable security procedures of the Government facility where work may be performed under this contract.

(5) Any Contractor employee that will have access to a Federally-controlled facility or information system will be required to have a Government-issued identification card, consisting of a Personal Identity Verification (PIV) Card, a temporary identification card, or a visitor badge. (Note: within the Department of the Interior this card is known as a DOI Access Card.) During performance of the contract, the Contractor shall keep the COR apprised of any changes in personnel, or changes in personnel access or duration, to ensure that performance is not delayed by compliance with credentialing processes.

(6) A Contractor employee will not be provided access to a Government facility or information system until a Government PIV Card, temporary identification card, or visitor identification badge has been issued to the Contractor employee. For those individuals that will be receiving a PIV Card, the Government may, at its discretion, issue a temporary identification card or visitor identification badge after the electronic background investigation forms have been received and the investigation is initiated.

(7) All Contractor employees shall access the facility via the facility's entry screening system and visibly display the Government-issued PIV Card, temporary identification card, or visitor identification badge at all times. Contractor employees must visibly wear the Government-issued identification card at all times they are on Government facilities. Contractor employees are responsible for the safekeeping of all Government-issued identification cards, whether on-site or off-site. Cards that have been lost, damaged, or stolen must be reported to the COR and DOI Access Sponsor within 24 hours. The Contractor shall return all identification cards and card keys and any other Government property and information upon completion of performance or when personnel depart permanently or for a period of 7 days or more. The Contractor may be required to turn in access control cards or identification cards on a daily basis.

(8) Misuse or loss of access control or identification cards, or failure to comply with required surrender of such cards may, at Government discretion, result in Contractor personnel being denied access to the work site, at no cost to Government. The Contractor may be charged up to \$500 for each occurrence for any required replacement of Government-issued access control or identification cards due to loss or misuse. At the end of contract performance, or when a Contractor employee is no longer working under this contract, the Contractor shall ensure that all access control and identification cards are returned to the COR.

(9) All Contractor personnel, including subcontractor personnel, with access to the work site shall be U.S. citizens or foreign individuals legally residing in, or legally admitted to, the U.S. For all non-U.S. citizens working under this contract, irrespective of length of time working on the contract, the Contractor shall provide to the COR, legible and valid copies of the individual's passport and visa (unless individual is on the Visa Waiver Program) a minimum of 14 calendar days prior to beginning work or arriving at the facility. A driver's license is not acceptable identification. In addition, a completed form I-94 shall be submitted to the COR upon the individual's arrival at the work facility and prior to beginning work.

(10) The Contractor shall report all contacts with entities, individuals, and counsel/representatives (including foreign entities and foreign nationals) who seek in any way to obtain unauthorized access to sensitive information or areas. The Contractor shall report any violations of contract provisions, laws, executive orders, regulations, and guidance to the Contracting Officer (CO). The Contractor shall report

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any information raising a doubt as to whether an individual's eligibility for continued employment or access to sensitive information is consistent with the interests of National Security and the Public Trust.

(11) Unsanctioned, negligent, or willful inappropriate action on the part of the Contractor (or its employees) may result in termination of the contract or removal of some Contractor employees from Reclamation facilities at no cost to the Government. These actions include, but are not limited to, exploration of a sensitive system and/or information, introduction of unauthorized and/or malicious software, inappropriate release of sensitive information, or failure to follow prescribed access control policies and/or security procedures. Failure to comply with Reclamation policies, procedures, or other published security requirements may result in termination of the contract or removal of some contracted employees from Reclamation buildings and/or facilities at no cost to the Government.

(12) All provisions of this clause shall equally apply to all subcontractors. The Contractor shall incorporate the substance of this clause in all subcontracts.

(13) These security requirements apply to all sections of this Contract including Contract Drawings and other Contract Specifications as applicable. Related documents include other general provisions of Construction or Operations and Maintenance type Contracts, including FAR clauses by reference or as amended by related documents.

(b) Information Security Requirements.

(1) Sensitive Information. The term "sensitive information" means any information which warrants a degree of protection and administrative control as defined by Reclamation or that meets the criteria for exemption from public disclosure set forth under Sections 552 and 552a of Title 5, United States Code: the Freedom of Information Act and the Privacy Act. Sensitive information is generally categorized as FOR OFFICIAL USE ONLY (FOUO) information or CONTROLLED UNCLASSIFIED INFORMATION (CUI), but in some cases may include other unclassified information. (The protection of National Security information is beyond the scope of this clause. If any work on National Security information is required under this contract, it is addressed under other contract clauses.) The Contractor shall protect this type of information from unauthorized release into public domain, or to unauthorized persons, organizations, or subcontractors. Information which, either alone or in aggregate, is deemed sensitive by Reclamation shall be handled and protected in accordance with Reclamation directives and standards for identifying and safeguarding sensitive information (SLE 02-01), which is available from the COR or at <http://www.usbr.gov/recman/DandS.html#sle>.

(i) Any Government-furnished information or material does not become the property of the Contractor and may be withdrawn at any time. Upon expiration or termination of the contract, all documents released to the Contractor and any material created using data from such documents shall be returned to the COR for final disposition. Government-furnished information residing on any electronic systems (laptops, servers, desktops, and media) shall be deleted from those systems using a COR-approved data erasure solution. Only with prior authorization from the CO may the Contractor retain the material. The Contractor or subcontractor shall not disclose or release the materials provided to the Contractor to any individuals of the Contractor's organization not directly engaged in providing services under the contract or that do not have a valid need-to-know. All technical data provided to the Contractor by the Government shall be protected from public or private disclosure in accordance with the markings printed on them. All other information relating to the items to be delivered or the services to be performed under this contract shall not be disclosed by any means without prior approval of the CO. Prohibited dissemination or disclosure includes, but is not limited to: permitting access to such information by foreign nationals or by immigrant aliens who may be employed by the Contractor,

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publication of technical or scientific papers, advertising, disclosure to Contractor staff not investigated and deemed acceptable at the appropriate information sensitivity level, and any other public release. The Contractor shall maintain, and furnish upon request of the CO, records of the names of individuals who have access to sensitive material in its custody. All questions regarding information security, access, and control shall be referred to the COR.

(ii) The Contractor shall not release to anyone outside the Contractor's organization any sensitive, or otherwise protected information, regardless of medium in which it is contained (for example, film, tape, document, electronic), pertaining to any part of this contract or any Reclamation program or activity, unless the CO has given prior written approval. This includes, but is not limited to, news releases, marketing promotions, articles, interviews, reports, social media posts, and any other media releases. Requests for approval shall identify the specific information to be released, the medium to be used, the purpose for the release, and a description of the need-to-know. The Contractor shall submit its request to the CO ten business days before the proposed date for release. Subcontractors shall submit requests for authorization to release through the prime Contractor to the CO.

(iii) The Contractor shall notify the COR immediately when known or suspected loss/compromise of sensitive information or other documents, notes, drawings, sketches, reports, photographs, exposed film or similar information which may affect the security interests of Government has occurred. This requirement extends to employees and other personnel working on behalf of the Contractor, and expands responsibility to include prompt reporting of security issues, including observed or subsequently discovered efforts by unauthorized persons to gain unauthorized access to sensitive information.

(2) Classified Information.

(i) The disclosure of U.S. Government documents by third parties can result in damage to our national security. While this contract may not deal directly with classified information, each contractor is obligated to protect classified information pursuant to all applicable laws and to use Government information technology systems in accordance with agency procedures so that the integrity of such systems is not compromised.

(ii) Unauthorized disclosures of classified documents (whether in print, on a blog, or on websites, or other electronic or non-electronic media) do not alter the documents' classified status or automatically result in declassification of the documents. To the contrary, classified information, whether or not already posted on public websites or disclosed to the media, remains classified, and must be treated as such by Federal employees and contractors, until it is declassified by an appropriate U.S. Government authority. Executive Order 13526, Classified National Security Information (December 29, 2009), Section 1.1.(c) states, 'Classified Information shall not be declassified automatically as a result of any unauthorized disclosure of identical or similar information.' Although the Department has taken steps to prevent access to publicly disclosed classified materials from Departmental computers, it is important to understand our continuing duties and responsibilities in this regard.

(iii) Contractors (which include all employees of the contractor, as well as subcontractors and its employees performing work for the contractor) are reminded of the following obligations with respect to the treatment of classified information and the use of unclassified government information technology systems:

(v) For contracts that require access to classified information, the contractor is responsible for obtaining the required national security clearance through the Department of the Defense National Industrial Security Program Operating Manual (NISPOM). Any classified contracts will be coordinated through the

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Reclamation Chief Security Officer, or for IT requirements, the Bureau Chief Information Security Officer. No contractor shall access classified information unless proper clearances have been obtained and transmitted to Reclamation. For further information, refer to 443 DM 1 or DOD NISPOM 5220.22-M dated February 28, 2006 (incorporating change 2 dated May 18, 2016). \

(vi) Classified information shall not be removed from official premises.

(vii) Classified information shall not be disclosed without proper authorization.

(c) Contractor Employee Suitability and Issuance of Government Identification Cards:

(1) Performance of this contract requires Contractor personnel to have a Federal Government-issued HSPD-12/FIPS-201-1 compliant Personal Identification Verification Card (PIV Card) before being allowed unsupervised access to a Federally-controlled facility or information system. An active PIV Card issued by another Federal Government agency will be accepted by Reclamation if the associated background investigation is sufficient for the work and access to facilities and information systems required under this contract, as determined solely by Reclamation. Physical access means routine, unescorted or unmonitored access to non-public areas of a Federally-controlled facility. Logical access means routine, unsupervised access to a Level 3 or 4 federally controlled information system.

(2) At the Government's sole discretion, the Government may issue a temporary identification card or visitor identification badge, in lieu of a PIV Card, under one of the following conditions:

(i) The individual will only be associated with Reclamation for a period of 180 days or less, will not have access to sensitive information, and any access to a sensitive area or Federal-controlled information systems will be fully supervised. The 180 calendar day period begins on the first day of the individual's affiliation with Reclamation (in this case, the date that the individual's contract performance begins) and ends exactly 180 days later, regardless of the number of times the individual actually accesses a Government facility or information system.

(ii) The individual will only have sporadic access to Federal facilities and information systems; will not have access to sensitive information; and, any access to a sensitive area or Federal-controlled information system will be fully supervised.

(iii) The individual will work exclusively outdoors, will not have access to sensitive information, and any access to a sensitive area or Federal-controlled information system will be fully supervised.

(iv) In paragraphs (i) through (iii), supervised access means the individual's access to, and movement within, a facility is monitored and controlled sufficiently to prevent access to any unauthorized areas, equipment, or information; and the individual's access to an information system is monitored and controlled sufficiently to ensure appropriate use of the system and information, and to prevent access to any unauthorized systems or information. Supervision must be performed by an individual with an active Government-issued PIV Card.

(3) The Contractor shall furnish to the COR an alphabetical list of contract personnel, to include subcontractors, who will require access to a Government facility or information system. The list shall provide the full name, social security number, date of birth, place of birth, purpose or job title, and the estimated duration of access. If the Contractor believes an individual should be issued a temporary identification card or visitor identification badge in lieu of a PIV Card based on the conditions in paragraph (4), then the Contractor must also submit a sufficient written justification as to why the specific individual or individuals will not need a PIV Card. The Contractor shall provide this information before the start of contract performance, or before the start of an individual's performance when there is a change or addition of personnel, with sufficient time to ensure that performance is not delayed by compliance with credentialing processes.

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(4) Any contract employees that will be issued a temporary identification card or visitor identification badge, in lieu of a PIV Card, at the Government's sole discretion, will be subject to the following credentialing procedures:

[Insert any local identification card or visitor badge issuance procedures that will be used, such as those used at the Denver Federal Center or in Federal Buildings.]

(5) Any contract employees that will be issued a PIV Card will be subject to the following credentialing procedures:

(i) The Government will initiate the e-Qip electronic background investigation process, and give the Contractor instructions for completing the background investigation and PIV Card process. As part of the PIV Card process, each Contractor employee shall be required to appear in person at a Government PIV Enrollment Station to have personal identity verification documents verified, have a photograph taken, be fingerprinted, and to pick up and activate the PIV Card when completed. The Contractor must make its personnel available at the place and time specified by the COR in order to initiate this process.

(ii) At least two weeks before start of contract performance, the Contractor must identify all contractor and subcontractor personnel who will require (insert as appropriate physical and/or logical) access for performance of work under this contract. The Contractor must make their personnel available at the place and time specified by the COR or DOI Access Card Sponsor in order to initiate screening and background investigations. The following electronic forms, or their equivalent, shall be used to initiate the credentialing process:

(a) OPM Standard Form 85 or 85P

(b) OF 306

(c) Release to Obtain Credit Information

(d) Fingerprint Card FD-258 or electronic fingerprints (local procedures may require the fingerprinting to be done at a police station; in this case, any charges are to be borne by the Contractor).

(iii) The cost of completing the above processes and submitting the above forms, including any charges for obtaining fingerprints and traveling to a Credentialing Center for card enrollment and activation, shall be borne by the Contractor. The cost of suitability and PIV-related background investigations shall be borne by Reclamation. For contracts that require a national security clearance, the cost of obtaining the national security clearance, including any associated background investigation, will be borne by the Contractor.

(iv) Contractor employees are required to complete all forms and to give, and to authorize others to give, full, frank, and truthful answers to relevant and material questions needed to reach a suitability determination. Refusal or failure to furnish or authorize provision of information may constitute grounds for denial or revocation of credentials. Government personnel may contact the Contractor personnel being investigated in person, by telephone, or in writing, and the Contractor agrees to make them available for such contact.

(v) For each Contractor employee that will be issued a PIV Card, the Government will conduct a background investigation. The tier level of background investigation for each Contractor employee will be determined by the Government based on the risk and sensitivity levels as described in Reclamation's

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"Personnel Security and Suitability Directives and Standards," SLE 01-01, which is available at <http://www.usbr.gov/recman/DandS.html#sle>. At a minimum, each Contractor employee that will be issued a PIV Card will receive a Tier 1 [previously a National Agency Check with Written Inquiries (NACI)] Background Investigation. The minimum standards which will be used in suitability determinations are contained in the DOI Departmental Manual Part 441, Chapter 5, which is available at <http://elips.doi.gov/ELIPS/DocView.aspx?id=3858>.

(vi) Each Contractor employee in a position designated as higher than Low Risk Non-Sensitive shall be reinvestigated on a periodic basis as described in Reclamation's Personnel Security and Suitability Directives and Standards. A reinvestigation may also be initiated when the Contractor or the Government believes that a particular individual's continued ability to meet the contract's minimum standards is in question; or if it is determined that the position has changed and a higher level investigation is warranted.

(vii) If a Contractor employee has worked under a Federal agency contract within the past two years, and that contract required a successfully-adjudicated background investigation at the same risk level as (or higher than) this contract, further investigation may not be necessary. The Contractor shall provide the COR with documentation that supports the individual's previous contract work and any information, including name and social security number, date of birth, and place of birth, needed for Government verification of previous background investigation.

(viii) Contractor employees who have been successfully adjudicated will be issued DOI Access Cards, which must be activated at a USAccess Credentialing Center.

(ix) If the final adjudication is unfavorable on a Contractor employee, or if Reclamation finds a Contractor employee to be unsuitable or unfit for his or her assigned duties, the CO will direct the Contractor to remove the individual from the contract and access to the Federal facility at which the contract activities are occurring. In the event of a disagreement between the Contractor and the Government concerning the suitability of a particular employee to perform work under this contract, the Government shall have the right of final determination. Determinations under this requirement are subject to the Disputes Clause. Failure of the Contractor to comply with the requirements of this clause could constitute grounds for termination for default.

(x) Reclamation will not allow a Contractor employee access to their investigation files. An individual may request, under the provisions of the Privacy Act and/or Freedom of Information Act, copies of their files from the investigative agency (Office of Personnel Management). Reclamation will not release a copy of any investigative file, in whole or part, to the Contractor or any Contractor representative.

(xi) During performance of the contract, the Contractor must keep the COR apprised of changes in personnel to ensure that performance is not delayed by compliance with credentialing processes. Cards that have been lost, damaged, or stolen must be reported to the COR and Issuing Office within 24 hours. If reissuance of expired credentials is needed, it must be coordinated through the COR.

(xii) At the end of the contract performance, or when a contractor employee is no longer working under this contract, the Contractor must ensure that all identification cards are returned to the COR.

(d) Vessel Exclusion Barriers

(1) Proof of Certification. The contractor shall, for any vessel exclusion barrier proposed for supply and/or installation under this contract, provide the contracting officer with proof of certification in accordance with ASTM Standard F2766-11 – Standard Test Method for Boat Barriers. This proof of

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certification shall be provided to the contracting officer as part of any contractor proposal for the supply and/or installation of any boat barrier proposed under this contract.

(e) Site Security Requirements

(1) General Description. This section provides provisions to ensure the full security integrity of the facility and personnel working at the facility. The work of this section may involve interfaces with a number of Government security personnel, normally coordinated through the designated COR. The Contractor is responsible for ensuring that activities are accomplished in a manner that complies fully with applicable security statutes, regulations, policies, directives, and standards.

(2) Government Security Personnel. When and where applicable, personnel may be assigned to control access, secure materials or activities at the work site, or escort Contractor personnel in sensitive areas. Personnel may include: security managers, security guards, security contractors acting as agents of the Government, law enforcement personnel, or other contractors or employees. These individuals may be used to ensure the overall security and integrity of the site or building and provide controlled access. These individuals may conduct inspections of all workers, vehicles, equipment, or materials entering, or re-entering the work site. The inspection may be done visually, with walk-through and/or hand-held metal detectors, or by other means as may be deemed necessary by Reclamation.

(3) Contractor Guard Force. At the Contractor's sole discretion, and at the Contractor's own expense, with prior written Government approval, a Contractor may be authorized to hire its own guards to secure Contractor-owned equipment and/or to protect Contractor employees or subcontractors. If such a relationship is permitted, the Contractor shall be exclusively liable for all guard activities to include action or inaction of Contractor's guard personnel. The Government will not offer nor provide any indemnification. Contractor shall be solely responsible for guards at all times to include any supervision, oversight, and for the development of local guard orders and/or procedures. The Contractor shall be responsible for coordinating all guard activities with the COR and shall develop and submit to the COR, for advance approval, any guard orders and/or guard procedures.

(4) Additional Security-Related Submittals

(i) Visitor List. The Contractor shall furnish to the COR, in advance, notification of visit of any Contractor-sponsored visitor to a Government-controlled facility. This notification should be in writing and must include the purpose or nature of the visit, the full name of the visitor, and the full name and phone number of the designated sponsor who will be physically responsible for escorting the visitor for the duration of the scheduled visit.

(ii) Delivery Schedule. The Contractor shall furnish to the COR, in advance, a schedule for all deliveries. This list shall include estimated delivery date, time, and nature of the materials being delivered, and – where available – the name of delivery company and type of vehicle.

(iii) Explosives Security Plan. The Contractor shall furnish to the COR for approval, in advance, an explosives security plan at any work site where explosives will be stored or used.

(5) General Provisions.

(i) General. The Contractor shall comply with the Government's site security procedures as specified, and as requested subsequent to award of Contract. Failure of the Contractor to comply with required access controls, information handling procedures, or any other security controls or procedures, may result in revocation of Contractor personnel access to the work site. The Government reserves the right to modify or clarify security provisions of this contract based on changing political and civil circumstances, and perceived threats to personnel or the facility.

(ii) Security Facilities and Equipment. The Contractor shall use security facilities and equipment only for

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the purposes intended and as directed by the CO. The Contractor shall comply with the Government's instructions for use of secure storage areas, site enclosure and gates, temporary security lighting, building space enclosure, and lockup devices and systems established for detection, monitoring, signaling, and alarming field office facilities. Measures necessary to secure the integrity of materials, equipment, and tools installed or used in furtherance of this contract shall be at no cost to the Government.

(iii) Security Personnel Availability/Work Schedules. The Contractor shall notify the COR at least 24 hours in advance of any projected work which might impact on security or require the scheduling of extended security personnel support. The Contractor shall provide a weekly work schedule, such as anticipated delivery of materials, use of explosives or heavy machinery, and extra time needed for continuous or inherently lengthy construction or project specific operations (such as concrete placement).

(iv) Deliveries. The Contractor shall provide at least one day's advance notice of major deliveries, including time of arrival and trucks/carriers/documentation to be expected for arrival at work site. The Contractor shall provide reasonable advanced notice of deliveries which must be accommodated/accepted at times other than the Government's established working hours. Failure to provide adequate advanced notice may result in delivery delays at the Contractor's expense.

(v) Site Access. All Contractor personnel will be issued appropriate identification and must comply with all local access control procedures. The Government reserves the exclusive right to refuse or disallow any vehicular or pedestrian access to any Government-controlled facility or for any deliveries to the work site, regardless if access was scheduled or unscheduled.

(vi) Inspections and Searches. The Government reserves unqualified and unlimited right at any time to conduct security-related inspections or searches of work, material, equipment, personnel, and temporary facilities at the work site. The Contractor shall afford unrestricted access to work and allow surveillance and inspection by any Government personnel as authorized by the COR. The Government reserves the right to conduct searches of articles and personal effects of all Contractor personnel, both at point of entry and exit from the work site or Government facility. All Contractor personnel entering and leaving the work site may be required to pass through a Walk-Through-Metal-Detector device and/or other detection devices.

(vii) After Duty Hours. No Contractor personnel shall be permitted access to the work site after the Government's established working hours without prior authorization from the Government. All personnel seeking access to the site after the Government's established working hours may be required to sign in and out in a visitor's log that may be maintained by the on duty security personnel (if any).

(viii) Access Procedures at Sensitive Areas. In some instances, the Contractor may be required to erect temporary security barriers and doors to isolate a sensitive area as instructed by the Government. The Contractor may be required to install locks and thereafter control access. The Contractor shall comply with the Government's requirement for limited and escorted access to the sensitive area. The Contractor shall notify the COR at least one day prior to each requested access to the sensitive area that is outside of the Government's established working hours.

(ix) Reported Violations. Where an indication, report, or observation of unauthorized access or performance of unauthorized work has occurred, the Government reserves the right to stop work and deny access until the circumstance and work can be investigated, inspected, tested, and resolved. The entire cost of such stoppages and resolutions shall be borne by Contractor, except when alleged

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violations of established security requirements, after investigation, are found not to be the fault of the Contractor.

(x) Briefings. Contractor personnel who will be assigned to this project, and who will have access to the work site, may be required to attend Government-conducted security briefings. The Government reserves the right to conduct security briefings for Contractor personnel and visitors at all levels of involvement in performance of work and maintenance of security. Required briefings may include, but are not limited to, the following: Information Security, Site Security Requirements and Procedures, Delivery Methods and Inspections, Storage Requirements, Reporting Requirements, Supervisory Procedures, Contractor Employee Conduct, Visitor Control, and Threats.

(xi) Key Control. Control of keys/access codes and lock combinations is essential for the Government's project security. The Contractor shall not allow keys or access codes to be duplicated or removed from the work site, nor allow lock combinations to be divulged without specific written advanced authorization from the COR. Such loss of control, observed or suspected, may result in a requirement to change locks involved at the Contractor's expense. At the direction of the COR, the Contractor shall provide duplicate keys and lock combinations to Government security personnel when requested for the purpose of security inspections and emergency actions, including keys, combinations, and access codes needed for unrestricted access to every area and element of the project. The Contractor may be required to establish a key control program that is acceptable to the Government for Government-issued keys and for heavy machinery parked at the construction site (if this is a construction contract).

(xii) Vehicle Control. In general, parking of vehicles on the work site shall not be permitted, except for tractors, cranes, and similar equipment used directly in performance of work, for delivery of materials/supplies, and for removal of waste and surplus material. The Government may designate an approved contractor employee parking area. Upon entering the work site, vehicles and drivers may be subject to search and inspection. The Contractor shall obtain authorization from the COR to park the Contractor's official vehicles and motorized vehicular construction equipment that are required/desired to be parked on the work site. Vehicles in violation may be towed off the work site at the Contractor's expense. Where Government-designated employee parking is not available, parking of construction employees' automobiles and similar transportation vehicles may be excluded from the work site. It is the Contractor's responsibility to arrange for suitable accommodation for these vehicles.

(xiii) Prohibited/Restricted Items. Prohibited/restricted items and activities on the work site include but are not limited to the following: firearms and other weapons, except as specifically authorized by the COR in compliance with state and Federal laws and regulations; drugs, including narcotics, barbiturates, marijuana, alcoholic beverages, and similar substances, except for use with valid medical prescription; and explosives.

(xiv) Exceptions for Explosives. When needed for use in specifically limited amounts and controlled circumstances for construction work, explosives may be brought onsite with written prior authorization from the COR. As a hazardous material, the Contractor shall treat the use of explosives in accordance with regulations and guidance provided by Federal, State, and local authorities. The storage of explosives shall be in accordance with requirements of the Bureau of Alcohol, Tobacco, and Firearms or the State in which they are stored. If onsite storage of explosives is necessary, explosives shall be stored at a pre-designated, secure site approved by the COR. Prior to Government approval of storage, the Contractor shall develop and submit to the COR a complete storage/security/retrieval plan for approval. The storage/security plan can be included in a "Blasting Safety Plan." The plan shall make accommodations for surveillance, detection, and response. Explosives firing systems shall be stored off-

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site and under no circumstances shall be stored together with explosives.

(xv) Photography. The use of photographic equipment and taking of photographs shall only be allowed as authorized by the COR.

(f) Information Technology Security – Basic Security Requirements:

(1) The Contractor shall ensure that its employees, in performance of the contract, receive annual IT security training in Reclamation IT Security policies, procedures, computer ethics, and best practices in accordance with Reclamation Directive IRM 08-09, September 21, 2001, Subject: Reclamation Information Technology (IT) Security Program (ITSP): IT Security Awareness and Training Requirements. This document is available, upon request, from the CO. The Contractor may use web-based training available from Reclamation to meet this requirement.

(2) The Contractor shall afford Reclamation, including the Department of the Interior Office of Inspector General, access to the Contractor's and subcontractors' facilities, installations, operations, documentation, databases, and personnel used in performance of the contract. Access shall be provided to the extent required to carry out a program of IT inspection, investigation, and audit to safeguard against threats and hazards to the integrity, availability, and confidentiality of Reclamation data or to the function of computer systems operated on behalf of Reclamation, and to preserve evidence of computer crime. If the Contractor has a question regarding the access rights or identity of Government employees requesting access to Contractor-operated IT facilities, it should be referred to the COR for resolution before access is granted.

(3) In addition to the notification requirements (b) (4), the Contractor shall immediately notify the COR, of all cyber-related incidents (including the compromise of Contractor- or Government-owned systems for which the Contractor bears operational or management responsibility), regardless of location.

(End of Clause)

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS – COMMERCIAL ITEMS - (JAN 2018)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (JAN 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

(2) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (NOV 2015).

(3) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).

(4) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Public Laws 108-77 and 108-78 (19 U.S.C. 3805 note)).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

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☒ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (Oct 1995) (41 U.S.C. 4704 and 10 U.S.C. 2402).

☐ (2) 52.203-13, Contractor Code of Business Ethics and Conduct (Oct 2015) (41 U.S.C. 3509)

☐ (3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (June 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)

☒ (4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (Oct 2016) (Pub. L. 109-282) (31 U.S.C. 6101 note).

☐ (5) [Reserved].

☒ (6) 52.204-14, Service Contract Reporting Requirements (Oct 2016) (Pub. L. 111-117, section 743 of Div. C).

☐ (7) 52.204-15, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (Oct 2016) (Pub. L. 111-117, section 743 of Div. C).

☐ (8) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (Oct 2015) (31 U.S.C. 6101 note).

☐ (9) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (Jul 2013) (41 U.S.C. 2313).

☐ (10) [Reserved].

☐ (11)(i) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (Nov 2011) (15 U.S.C. 657a).

☐ (ii) Alternate I (Nov 2011) of 52.219-3.

☐ (12)(i) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Oct 2014) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

☐ (ii) Alternate I (Jan 2011) of 52.219-4.

☐ (13) [Reserved]

☐ (14)(i) 52.219-6, Notice of Total Small Business Set-Aside (Nov 2011) (15 U.S.C. 644).

☐ (ii) Alternate I (Nov 2011).

☐ (iii) Alternate II (Nov 2011).

☐ (15)(i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003) (15 U.S.C. 644).

☐ (ii) Alternate I (Oct 1995) of 52.219-7.

☐ (iii) Alternate II (Mar 2004) of 52.219-7.

☒ (16) 52.219-8, Utilization of Small Business Concerns (Oct 2014) (15 U.S.C. 637(d) (2) and (3)).

☐ (17)(i) 52.219-9, Small Business Subcontracting Plan (JAN 2017) (15 U.S.C. 637(d) (4)).

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- ☐ (ii) Alternate I (NOV 2016) of 52.219-9.
- ☐ (iii) Alternate II (NOV 2016) of 52.219-9.
- ☐ (iv) Alternate III (NOV 2016) of 52.219-9.
- ☐ (iv) Alternate IV (JAN 2017) of 52.219-9.
- ☐ (18) 52.219-13, Notice of Set-Aside of Orders (Nov 2011) (15 U.S.C. 644(r)).
- ☐ (19) 52.219-14, Limitations on Subcontracting (JAN 2017) (15 U.S.C. 637(a) (14)).
- ☐ (20) 52.219-16, Liquidated Damages—Subcontracting Plan (Jan 1999) (15 U.S.C. 637(d) (4) (F) (i)).
- ☐ (21) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (Nov 2011) (15 U.S.C. 657 f).
- ☐ (22) 52.219-28, Post Award Small Business Program Representation (Jul 2013) (15 U.S.C. 632(a) (2)).
- ☐ (23) 52.219-29, Notice of Set-Aside for, or Sole Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (Dec 2015) (15 U.S.C. 637(m)).
- ☐ (24) 52.219-30, Notice of Set-Aside for, or Sole Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (Dec 2015) (15 U.S.C. 637(m)).
- ☒ (25) 52.222-3, Convict Labor (June 2003) (E.O. 11755).
- ☐ (26) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (JAN 2018) (E.O. 13126).
- ☒ (27) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).
- ☒ (28) 52.222-26, Equal Opportunity (Sept 2016) (E.O. 11246).
- ☒ (29) 52.222-35, Equal Opportunity for Veterans (Oct 2015) (38 U.S.C. 4212).
- ☒ (30) 52.222-36, Equal Opportunity for Workers with Disabilities (Jul 2014) (29 U.S.C. 793).
- ☒ (31) 52.222-37, Employment Reports on Veterans (FEB 2016) (38 U.S.C. 4212).
- ☒ (32) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).
- ☒ (33) (i) 52.222-50, Combating Trafficking in Persons (Mar 2015) (22 U.S.C. chapter 78 and E.O. 13627).
- ☐ (ii) Alternate I (Mar 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).
- ☒ (34) 52.222-54, Employment Eligibility Verification (Oct 2015). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)

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☐ (35)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA–Designated Items (May 2008) (42 U.S.C. 6962(c) (3) (A) (ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

☐ (ii) Alternate I (May 2008) of 52.223-9 (42 U.S.C. 6962(i) (2) (C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

☐ (36) 52.223-11, Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (JUN 2016) (E.O. 13693)

☐ (37) 52.223-12, Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (JUN 2016) (E.O. 13693)

☐ (38)(i) 52.223-13, Acquisition of EPEAT®-Registered Imaging Equipment (Jun 2014) (E.O.s 13423 and 13514).

☐ (ii) Alternate I (Oct 2015) of 52.223-13.

☐ (39)(i) 52.223-14, Acquisition of EPEAT®-Registered Televisions (Jun 2014) (E.O.s 13423 and 13514).

☐ (ii) Alternate I (Jun 2014) of 52.223-14.

☐ (40) 52.223-15, Energy Efficiency in Energy-Consuming Products (Dec 2007) (42 U.S.C. 8259b).

☐ (41)(i) 52.223-16, Acquisition of EPEAT®-Registered Personal Computer Products (Oct 2015) (E.O.s 13423 and 13514).

☐ (ii) Alternate I (Jun 2014) of 52.223-16.

☒ (42) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (Aug 2011) (E.O. 13513).

☐ (43) 52.223-20, Aerosols (JUN 2016) (E.O. 13693)

☐ (44) 52.223-21, Foams (JUN 2016) (E.O. 13693)

☐ (45)(i) 52.224-3, Privacy Training (JAN 2017) (5 U.S.C. 552a).

☐ (ii) Alternate I (JAN 2017) of 52.224-3.

☐ (46) 52.225-1, Buy American—Supplies (May 2014) (41 U.S.C. chapter 83).

☐ (47)(i) 52.225-3, Buy American—Free Trade Agreements—Israeli Trade Act (May 2014) (41 U.S.C. chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43).

☐ (ii) Alternate I (May 2014) of 52.225-3.

☐ (iii) Alternate II (May 2014) of 52.225-3.

☐ (iv) Alternate III (May 2014) of 52.225-3.

☐ (48) 52.225-5, Trade Agreements (Oct 2016) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

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☒ (49) 52.225-13, Restrictions on Certain Foreign Purchases (June 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

☐ (50) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

☐ (51) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).

☐ (52) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).

☐ (53) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

☐ (54) 52.232-30, Installment Payments for Commercial Items (JAN 2017) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

☒ (55) 52.232-33, Payment by Electronic Funds Transfer—System for Award Management (Jul 2013) (31 U.S.C. 3332).

☐ (56) 52.232-34, Payment by Electronic Funds Transfer—Other than System for Award Management (Jul 2013) (31 U.S.C. 3332).

☐ (57) 52.232-36, Payment by Third Party (May 2014) (31 U.S.C. 3332).

☐ (58) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

☐ (59) 52.242-5, Payments to Small Business Subcontractors (JAN 2017) (15 U.S.C. 637(d) (12)).

☐ (60)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631).

☐ (ii) Alternate I (Apr 2003) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

☐ (1) 52.222-17, Nondisplacement of Qualified Workers (May 2014) (E.O. 13495).

☒ (2) 52.222-41, Service Contract Labor Standards (May 2014) (41 U.S.C. chapter 67).

☒ (3) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

*This Statement is for Information Only:
Employee Class Monetary Wage—Fringe Benefits*

11210 – Laborer, Grounds Maintenance: \$13.40 per hour/H&W (EEO 13706) \$4.13 per hour

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☒ (4) 52.222-43, Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (Multiple Year and Option Contracts) (May 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

☒ (5) 52.222-44, Fair Labor Standards Act and Service Contract Labor Standards—Price Adjustment (May 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

☐ (6) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment—Requirements (May 2014) (41 U.S.C. chapter 67).

☐ (7) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services—Requirements (May 2014) (41 U.S.C. chapter 67).

☒ (8) 52.222-55, Minimum Wages Under Executive Order 13658 (MAR 2016)

☐ (9) 52.222-62, Paid Sick Leave Under Executive Order 13706 (JAN 2017) (E.O. 13706).

☐ (10) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (May 2014) (42 U.S.C. 1792).

☐ (11) 52.237-11, Accepting and Dispensing of \$1 Coin (Sept 2008) (31 U.S.C. 5112(p) (1)).

(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records—Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e)(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause—

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (OCT 2015) (41 U.S.C. 3509).

(ii) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017)

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(section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113- 235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

(iii) 52.219-8, Utilization of Small Business Concerns (NOV 2016) (15 U.S.C. 637(d) (2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$700,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(iv) 52.222-17, Nondisplacement of Qualified Workers (MAY 2014) (E.O. 13495). Flow down required in accordance with paragraph (l) of FAR clause 52.222-17.

(v) 52.222-21, Prohibition of Segregated Facilities (APR 2015)

(vi) 52.222-26, Equal Opportunity (SEPT 2016) (E.O. 11246).

(vii) 52.222-35, Equal Opportunity for Veterans (OCT 2015) (38 U.S.C. 4212).

(viii) 52.222-36, Equal Opportunity for Workers with Disabilities (JUL 2014) (29 U.S.C. 793).

(ix) 52.222-37, Employment Reports on Veterans (FEB 2016) (38 U.S.C. 4212)

(x) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.

(xi) 52.222-41, Service Contract Labor Standards (MAY 2014) (41 U.S.C. chapter 67).

(xii) _X_ (A) 52.222-50, Combating Trafficking in Persons (MAR 2015) (22 U.S.C. chapter 78 and E.O. 13627).

__ (B) Alternate I (MAR 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).

(xiii) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (MAY 2014) (41 U.S.C. chapter 67).

(xiv) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (MAY 2014) (41 U.S.C. chapter 67).

(xv) 52.222-54, Employment Eligibility Verification (OCT 2015) (E.O. 12989).

(xvi) 52.222-55, Minimum Wages Under Executive Order 13658 (DEC 2015).

(xvii) 52.222-62, Paid Sick Leave Under Executive Order 13706 (JAN 2017) (E.O. 13706).

(xciii)(A) 52.224-3, Privacy Training (JAN 2017) (5 U.S.C. 552a).

(B) Alternate I (JAN 2017) of 52.224-3.

(xix) 52.225-26, Contractors Performing Private Security Functions Outside the United States (OCT 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

(xx) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (MAY 2014) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xxi) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the Contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of Clause)

****END OF CLAUSES****

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ATTACHMENT A – STATEMENT OF WORK/SPECIFICATIONS

ATTACHMENT B – DOL WAGE DETERMINATIONS

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PERFORMANCE WORK STATEMENT
GROUNDS MAINTENANCE

NORTHERN CALIFORNIA AREA OFFICE

March 2018

PART A – General Information:

1. General: The Bureau of Reclamation has a requirement to maintain the grounds for the Northern California Area Office (NCAO). The operations to be performed can include, but not limited to, cutting grass, edging, fertilization, collection and disposal of litter and trash, irrigation, weed abatement, aerating, tree and shrub pruning, chemical weed and pest control and site cleanup.

a) Location: The main work location is in the Shasta Dam area. Shasta Dam is located 14 miles North of Redding, California on Shasta Lake Boulevard near the City of Shasta Lake.

b) Scope of Work: The contractor shall provide all labor, management, supervision, administration, transportation, materials, tools, supplies, equipment, and other items and services necessary to perform grounds maintenance in accordance with the requirements specified herein. The contractor shall use standard industry practices, along with innovative approaches, and active quality control measures to ensure that grounds maintenance is performed in a manner that will maintain healthy grass and shrubs that presents a clean, neat, and professional appearance. Shasta Dam is a common stop for tourist and has a high visibility which requires the grounds to be well maintained.

2. Definitions: As used throughout this contract, the following terms shall have the meaning set forth below:

a) Where "as shown", "as indicated", "as detailed", or words of similar import are used, it shall be understood that reference is made to this specification and the drawings accompanying this specification unless stated otherwise.

b) Where "as directed", "as required", "as permitted", "approval", "acceptance", or words of similar import are used, it shall be understood that direction, requirement, permission, approval, or acceptance of the Contracting Officer (CO) is intended unless stated otherwise.

c) Bureau of Reclamation (BOR): The federal government agency which issues the contract.

d) Contracting Officer (CO): The individual designated to administer the contract. Throughout this contract, the term CO will be used to refer to the individual designated to administer the contract or his/her designated representative.

e) Contracting Officer's Representative (COR): The person(s) whom the Contracting Officer will designate by name and/or position title to conduct liaison between the Contractor and the Contracting Officer on matters pertinent to this contract and be his/her authorized representative.

f) Contractor: The term Contractor as used herein refers to both the prime Contractor and any subcontractors. The prime Contractor shall ensure that his/her subcontractors comply with the provisions of this contract.

g) Contractor Representative: A foreman, superintendent, or manager assigned by the contractor who is fully authorized to fulfill the obligations of the contract.

h) Lawn: A unit of the improved grass areas within a parcel designated for monitoring purposes. A lawn can be one continuous grass area or multiple grass areas.

i) Northern California Area Office (NCAO): Office of the BOR located at Shasta Lake.

j) Parcel: An area of designated land. Maps in Attachment 1 accompanying this specification indicate the various parcels.

k) Quality Assurance Program: A program implemented by the Government to provide some measure and control over the quality of services received. It is emphasized that the Government's quality assurance program is not a substitute for the quality control program implemented and administered by the Contractor.

l) Quality Control (QC): A method used by the Contractor to control quality of goods and/or services provided.

m) Regular Hours: The Government's regular hours are from 0700 to 1630, Mondays through Fridays, except (a) Federal Holidays and (b) other days specifically designated by the COR. Except as may otherwise be specified, all work shall be performed during regular hours.

3. Point of Contact: Contracting: Ms. Nanci Pigeon, Contracting Officer, 916-978-4302

4. Type of Contract: This contract is firm-fixed price.

5. Period of Performance: This purchase order shall be for a Base Year and four (4) Option Years. The Option Years will be exercised based on the performance of the contractor and the existing need for the services by the Government.

6. Contractor Submittals: The Contractor shall submit to the COR all items listed below. Unless otherwise specified these items shall be submitted within award date or sooner. If the contract is awarded less than 30 days prior to contract starting date, submittals shall be furnished on a schedule mutually agreed upon by the COR and the Contractor.

a) Certificates of Insurance: The Contractor shall submit for review the certificates of insurance, which shall be in compliance with FAR Clause 52.228-5 Insurance – Work on a Government Installation; DIAR Clause 1452.228-70 – Liability Insurance – Department of Interior.

b) Safety Plan: The Contractor shall submit for approval a safety plan to the NCAO Safety Manager that is in compliance with Reclamation Safety and Health Standards (RSHS), which can be found at the following web site: <http://www.usbr.gov/ssle/safety/RSHS/rshs.html>

c) Job Hazard Analysis: The Contractor shall submit for approval by the COR a Hazard Analysis which shall include the supplier's "Material Safety Data Sheet" or "OSHA form 20", in accordance with FAR Clause 52.223-3 Alternate I. This plan shall include but shall not be limited to, use of the approved chemical compounds, protection of personnel and protection of areas during service, cleaning, etc. including using proper signage. The COR retains the right to reject any material that may create a safety or health hazard. See Appendix "D" for an example form.

d) Contractor's Point of Contact: The contractor shall provide the name, telephone numbers and address of the supervisor and alternate supervisor in writing. Also, the Contractor shall furnish in writing, the names, and addresses of all personnel performing services prior to beginning work to the COR. This list of employees shall be maintained during the entire contract period. The contractor shall provide a list of employee's using privately owned vehicles and the license number of the vehicles used. Individuals that are not a party to this contract shall not assist nor be in the immediate proximity of any employee performing grounds keeping service, unless those people have been identified in writing by the contractor as an employee.

e) Safety Exposure Report: The contractor shall maintain records of the number of man hours worked at NCAO each month. The contractor shall hold a monthly safety talk with all employees working on the project. Minutes of the safety meeting shall be written on the monthly safety report form and turned into the COR.

f) Work Schedules: The contractor shall provide in writing detailed work schedules including route and estimated times of service for each type of service. The contractor shall submit this work schedule to the COR prior to beginning service.

g) Quality Control Plan: The contractor shall submit a Quality Control Plan to the COR prior to initiating work. This plan shall be approved by the COR prior to initiating work. See Part C. 5.

h) Herbicides and Pesticides Usage Report: The contractor shall submit a Monthly Summary Pesticide/Herbicide Usage Report (MSPUR) to the Contracting Officer with the monthly invoice for each month following the month of operation. No report is required on months when there was no usage.

7. Invoicing: In accordance with DOI-AAAP-0028, Payment requests must be submitted electronically through the U.S. Department of the Treasury's Internet Payment Platform System (IPP).

"Payment requests" means any request for contract financing payment or invoicing payment by the Contractor. To constitute a proper invoice, the payment request must comply with the requirements identified in the applicable Prompt Payment clause included in the contract, or the clause 52.212-4 Contract Terms and Conditions-Commercial Items included in commercial item contracts. The IPP website address is: <https://www.ipp.gov>

Under this contract, the following documents are required to be submitted as an attachment to the IPP invoice:

1) Submit invoices in accordance with FAR 52.212-4(g).

2) Upload a copy of the invoice and all supporting documents along with the electronic IPP invoice.

Contractor shall upload an electronic copy of the invoice, along with any supporting documentation, to the IPP website. To assist in the payment process, contractors are encouraged to send a courtesy copy of the invoice electronically, with attention to the Contracting Officer, to the following email address: supplyserviceinvoice@usbr.gov

3) Invoices must be submitted via IPP in order to be properly processed within the payment terms set forth under this contract.

The Contractor must use the IPP website to register access and use IPP for submitting requests for payment. The Contractor Government Business Point of Contact (as listed in SAM) will receive enrollment instructions via email from the Federal Reserve Bank of Boston (FRBB) prior to the contract award date, but no more than 3-5 business days of the contract award date. Contractor assistance with enrollment can be obtained by contacting the IPP Production Helpdesk via email ippgroup@bos.frb.org or phone (866) 973-3131.

If the Contractor is unable to comply with the requirement to use IPP for submitting invoices for payment, the Contractor must submit a waiver request in writing to the Contracting Officer with its proposal or quotation.

8. Payment: Payment shall be made monthly in arrears at the contract unit price for services performed in accordance with the pricing schedule and as described herein. The Government shall pay the Contractor upon submission of proper invoices for services delivered and accepted for the portion of the work actually performed under the contract.

9. Area Closures: Areas are subject to reduced facilities, most often but not limited to partial to total closure of public areas depending on maintenance work and unplanned repairs in the building. During such closures, the contractor shall not service those facilities unless directed to do so by the COR. Payment shall only be for services provided, if area/facilities are closed, the service shall not be provided; therefore payment shall not be made on

closed areas/facilities. The Government shall provide notification to the Contractor at a minimum of 3 days prior to closure, unless an emergency occurs.

PART B – Work to be performed:

1. Maintenance Level I: The Contractor shall provide grounds maintenance services in maintenance level I in a manner that shall maintain healthy grass, trees, shrubs, and plants and present a clean, neat, and professional appearance. Attachment 1 provides information on the estimated annual requirements, the size, location, and layout of the land parcels which make up maintenance level I areas. Land Parcels 1, 2, 3, and 5 are included in Maintenance Level I.

a) Grass Cutting: The growth of grass height shall be maintained to present a neat, uniform, and professional appearance and shall be between 2 to 3 inches. All lawns (see PART 1, 2. Definitions) shall be well manicured at all times. The grass shall be uniform and free of scalping, rutting, bruising, and uneven and rough cutting and the grass blades shall have neat, clean, and even cuts, indicative of proper cutting equipment. Prior to cutting, any trash, paper, or other debris that would detract from the finished appearance of the cut or present a safety hazard shall be removed. Such debris includes but is not limited to paper, cans, bottles, limbs, pine cones, dead leaves, rocks, and other such objects within the maintenance area. Debris shall be removed the same day as collected and disposed of off the site in accordance with existing local, state, and federal regulations. All surface disruptions (i.e., mounds and depressions, etc.), are to be raked level and any resulting holes filled prior to mowing. Grass clippings shall be removed or mulched when visible after mowing. Grass areas close or adjacent to buildings, hydrants, parking lots, manholes, fences, light posts, trees, hedges, and shrubs are included in mowing requirements, and may require hand mowing. Trimming around trees, shrubs, flower/shrub beds, cultivated areas, poles, walls, valves, and other similar objects shall be accomplished to match the height and appearance of the surrounding mowed grass. Trees and shrubs shall not be damaged by trimming operations. Trimming with herbicide treatment shall be confined to an area extending 6 inches from the object being trimmed. Grassed areas, trees or shrubs which are killed or damaged as a result of Contractor's work, shall be repaired or replaced by the Contractor at no cost to the Government. Trimming operations shall be considered a part of grass cutting and shall be accomplished concurrently (same day) with grass cutting operations. Grass cutting shall not be considered complete until all trimming operations are accomplished. Grass clippings and trimmings shall be removed from sidewalks and other paved areas the same day that the grass is cut.

b) Edging: All sidewalks, curbs, sprinkler heads, concrete headers, valve boxes, fences, shrub standoffs or tree rings, and berms located within this maintenance level shall be edged to maintain a neat and professional finish for the defined lawns. Edging shall create a 1/2 inch wide and 1 inch deep clear zone immediately adjacent to the paved or concrete surface. All edging shall be by mechanical means. Edging along non-concrete or paved surfaces shall be done with non-metal blades. Damage caused by edging shall be repair at no cost to the government. Shrub standoffs in the lawn areas shall be a minimum of 12 inches from the trimmed edge of the shrub. Tree rings will vary in distance depending on the tree size and raised area around the tree. The edging operation shall include removal of grass and other vegetation which has encroached onto surfaces from adjoining grassed areas. The edging operation shall produce neat, clean lines along the sides of sidewalks and other areas edged, and shall be accomplished free of scalping, rutting, bruising, uneven and rough cutting. Debris generated by edging operations, which falls on or is thrown on sidewalks, on curbs, in gutters, streets, other surfaces, or is thrown on nearby sod, shall be removed from the site the day of the edging operation and disposed of offsite.

c) Plant and Shrub Maintenance: Shrubs, bushes, hedges, ground cover, and cultivated plants shall be pruned to maintain a uniform neat appearance. All clippings and debris shall be removed from the site the same day and disposed of off the activity.

(1) Flowers and ground cover beds shall be pruned as required maintaining a length that does not cross the vertical plane of the inside edges of sidewalks, planters, and curbs.

(2) Shrubs, small trees, and other plants shall be maintained according to the American Society of Landscape Architect's standards. They shall be pruned as required to maintain their natural growth characteristics. Shrubs and small trees shall be trimmed and pruned to enhance the beauty and health of the plant. Hedges shall be maintained to their natural mature height and shape.

(3) Remove dead, damaged or diseased wood. If the entire shrub should die, remove the entire shrub to 6 inches below ground level. The hole and any other surface damage caused by removal shall be filled with topsoil.

d) Maintain Planters and Beds: The bedding and planted areas shall have a neat groomed appearance and shall be maintained in a manner that promotes the health of the plants. As needed, fertilize, water, edge, eliminate weeds, maintain mulch and rock, and repair or replace damaged plants in shrub and plant beds. Shrubs, hedges, rock, and ground cover planter beds shall be kept free of weeds. Weeding of planter beds includes: Removal of grass, weeds, rocks, trash, and debris. Shrubs or hedges that are in rock beds shall be kept free of weeds, grass, trash and debris. All rock beds shall not have any soil exposed and shall be maintained in a uniform manner. The Contractor shall provide additional rocks as needed.

e) Under Brushing: Maintain a vegetation free border where all brush, weeds, and small trees (three inches and below in diameter at ground level) shall be cut back to one half inch or lower above the ground, removed from the site, and disposed off the site. The under brushed area shall be continuously maintained. All growths shall be removed or eradicated manually or mechanically, however a vegetation herbicide treatment may be consider for one time application. Any material to be saved will be marked by the COR prior to starting work. Any debris (i.e., limbs, dead trees, trash, etc.) found in the under brushing area shall be removed from the site and disposed of off-site. Under brushing shall be done 2 feet from the edge of walls, 3 feet from buildings, underneath all projections, and 2 feet from the outside edge of all projections.

f) Grounds Cleaning Maintenance: The Contractor shall, clean the grounds as indicated on Attachment 1, by collect and dispose of all trash, such as papers, cans, bottles, etc, and debris, such as natural vegetation, leaves, pine straw, and limbs, in all grassed areas, plant and shrub beds, wooded areas, sidewalks, parking lots, streets, and curbs as needed to maintain a clean appearance. The Contractor shall remove excess rock and sand materials from the parking and street gutters as needed. The Contractor shall also perform weed crack abatement on a continuous basis. All vegetation growing in the sidewalk, parking areas, curbing and driveway expansion joints and cracks shall be removed. Herbicide treatment has to be approved by the COR. All trash, debris, weeds, rock and sand shall be disposed off the site the same day as collected.

g) General Grounds Care: Within the designated service area, The Contractor shall be responsible for maintaining all defined lawns, hedges, and shrubs in a healthy, viable, and tended condition and shall replace all plant material that is lost due to the Contractor's improper watering, fertilizing, pruning, etc. or by damage to plant material caused by the Contractor's personnel/equipment. Services shall include, but not limited to, the following:

Item (1): The application of COR approved pesticides, as required, to prevent insect infestation of lawns, plants, shrubs, and trees.

Item (2): Tree Pruning: Trees shall be pruned as needed to respond to damage inflicted by natural or human causes, and to prevent interference with pedestrian and vehicular traffic. This contract does not apply to pruning above heights of 15 feet above the ground. All clippings and debris shall be removed and disposed off the site the same working day. Pruning shall be accomplished in a manner so as to:

(a) Remove dead, damaged, or diseased wood or structurally weak limbs that may cause a safety hazard or unsightly appearance.

(b) Remove branches of trees or large shrubs that hang within 8 feet vertically of sidewalks, parking lots, driveways, over walls, and the ground.

Item (3) Grassing: Grassing shall be performed as needed to reestablish grass in all bare spots within the designated lawn areas. All lawns shall be kept free of weeds and other undesirable plant growth such as crabgrass, watercress, clover, mallow, dandelion, mustard, spurge, oxajis, or other broadleaf and nonlawn-type grasses or plants. Large areas of weeds will be removed and the area reseeded. Any existing bare spots or potential bare spots shall be filled with topsoil, raked, fertilized, seeded, and watered to establish a healthy grassed covering. A blended mixture containing Kentucky Blue Grass and, by weight, at least 15 percent perennial ryegrass seed is

recommended and shall be used to reseed areas. Establishment shall include providing the necessary care to firmly establish new grass growth. The Contractor shall water and otherwise care for new grassed areas sufficiently to ensure proper development. Grassed areas which die or fail to develop noticeable growth after seeding shall be re-grassed by the Contractor at no additional cost to the Government.

Item (4) Irrigation: The contractor shall be responsible for the complete management, operation and maintenance of all water control devices and irrigation systems. The contractor shall ensure that the systems are in good working order and in operating condition at all times. Irrigation involves the artificial application of water to promote proper health, growth, color, and appearance of cultivated vegetation. Grassed areas, shrubs, trees, and ground cover plants shall be irrigated in accordance with the following directions.

(a) The Contractor shall set the sprinkler timers and care shall be exercised by regulating time and equipment to maintain the vegetation. Watering shall be accomplished in a manner that avoids run-off, ponding, or soggy conditions due to excessive quantities or rate of application and also avoids dry areas. Irrigation within the designated services area shall follow a preplanned schedule differing as required by the season of the year and extreme temperature fluctuations. The Contractor shall submit a watering schedule in writing for approval to the COR. The schedule shall include automatic sprinklers' water times and durations. Automatic irrigation operations shall not start earlier than 2200 (10:00 PM) daily and shall end no later than 0600 (6:00 AM). The Contractor shall ensure the sprinkler heads are functioning properly, and set and adjusted accordingly. Some of the lawn areas are used for public functions. To avoid interrupting the functions, the Contractor will be required to turn off the sprinkler system on days determined by the COR.

(1) Water will be furnished by the Government from the most convenient existing source of water. All other required supplies shall be furnished by the Contractor. Where installed sprinkler system equipment does not cover the area adequately, the Contractor shall provide adequate garden hoses, bubblers, and all other equipment and materials necessary to irrigate areas not covered. In those areas that the in-ground sprinklers are not working properly, the Contractor shall manually water those areas until the in-ground system is repaired.

(2) Sprinkler riser connections and sprinkler heads shall be maintained, repaired, or replaced by the Contractor as necessary to eliminate obstructions, leaks, and other defects which would prevent proper operation, at no additional cost to the Government. Sprinkler heads and risers damaged beyond repair, lost to vandalism, or other causes not the fault of the Contractor, shall be replaced by the Contractor with materials supplied by the Government. Dirt, debris, grass, etc. or any other material that interferes with proper functioning and water distribution of the sprinkler heads shall be removed.

(3) The Government will provide all other required maintenance to installed sprinkler systems due to normal wear and tear, to include time clocks, valve systems, and underground piping up to, but not including the sprinkler riser and sprinkler heads. Any damage to such systems caused by the Contractor shall be repaired or replaced by the Contractor at no expense to the Government. The Contractor shall promptly report damage to or malfunction of any sprinkler system to the COR.

b) Hoses, portable sprinklers, portable pipe, and similar irrigation equipment shall be removed from lawn areas at the end of each work day or when not actually in use. All valves, covers, and valve box covers shall be kept closed at all times except when in actual use.

c) The Contractor shall abide by any local, state, or other water agency regulations or controls in force at the time of this contract.

Item (5) Aeration: Aerate the lawns and planters as needed in a manner consistent with the trade to promote healthy sustained plant life. Cores will remain on the lawn to decompose and provide additional organic matter to the soil.

Item (6) Fertilization of Vegetation: The contractor shall perform an effective commercial fertilizer application program for all the lawn and plant areas. Approved fertilizers shall be applied in accordance with the manufacturer's instructions. The type and amount of fertilizer applied shall be based on results of a soil test and

type of plants. Soil tests shall be conducted by a commercial soil laboratory or a commercial soil test kit; such tests are the responsibility of the contractor.

2. Maintenance Level II: The Contractor shall provide grounds maintenance services in maintenance level II in a manner that will maintain healthy grass, trees, shrubs, and plants and present a clean, neat, and professional appearance. Attachment I provides information on the estimated annual requirements, the size, location, and layout of the land parcels which make up maintenance level II areas. Land Parcel 4 is included in maintenance level II. This is a limited use area, usually used once in the spring and once in the fall for group events. The event days will vary and the Contractor will be notified one month prior to the event. All work shall be provided prior to the event days so on the event day the grass, grounds, trees, shrubs, and plants shall have a clean, neat, and professional appearance. The rest of the year the area is minimally maintained. Below are the requirements:

a) Event Days:

1) Grass Cutting: The grass shall be at a height between 2 ½ and 3 ½ inches. All other requirements for grass cutting and trimming are the same as for maintenance level I, as specified in paragraph I.a).

2) Edging: Where driveway or street pavement edge is not discernable due to grass encroachment, a straight and even line approximating the edge of pavement shall be established and maintained. Where no driveway or pavement exists, a straight and even line at the edge of the normal growth of the grass shall be established and maintained. Maintenance of the paved areas are not required. All other requirements for edging are the same as for maintenance level I, as specified in paragraph I.b).

3) Plant and Shrub Maintenance: Natural plants and shrubs shall be trimmed back along the perimeter of the parking areas, roads, lawns, and restroom egress. The vegetation shall be trimmed vertically to a height of 8' to remove any encroaching limbs, stems or leaves into the areas.

4) Under Brushing: All brush, weeds, and small trees (three inches and below in diameter at ground level) shall be cut back to one half inch or lower above the ground, removed from the site, and disposed off the site. Any material to be saved will be marked by the COR prior to starting work. Any debris (i.e., limbs, dead trees, trash, etc.) found in the underbrushing area shall be removed from the site and disposed off the activity or chipping may be allowed if approved by the COR. Underbrushing shall be done in the parking areas, roadway, from roadway to restroom area and 5 feet from the perimeter of structures. For continued maintenance of vegetation herbicide treatment may be utilized to maintain the setbacks.

5) Grounds Cleaning: The Contractor shall collect and dispose of all trash, such as papers, cans, bottles, etc., and debris, such as natural vegetation, leaves, pine straw, and limbs, in all grassed areas, plant and shrub beds, wooded areas, parking lots, and streets. Natural vegetation can be chipped and placed at a site to be determined. All trash shall be disposed off the site the same day as collected.

6) Weed/Crack Abatement: All vegetation growing in the in the paved roadways shall be removed. For continued maintenance of vegetation growing in cracks and expansion joints, herbicide treatment may be utilized to reduce the amount of mechanical work. Debris generated by the abatement operations shall be removed from the site and disposed of offsite.

7) General Grounds Care: Watering can be performed at any time of day, except for the day of a special event and 24 hours prior. All requirements are the same as for maintenance level I, as specified in paragraph 10.g).

b) Rest of Year Maintenance: With the following exceptions, the Contractor shall determine and perform at a maintenance level that will allow for the area to recover and meet the event days requirements: 1) the grass shall not exceed 6 inches in height, and 2) the area shall remain fully accessible by reasonably maintaining the bushes, shrubs, vines, and trees, and removing any large limbs or debris from the area.

PART C – Contractors Responsibilities

1. Contractor Management: The Contractor shall manage the total work effort associated with the grounds maintenance services required herein to assure fully adequate and timely completion of these services. Included in this function shall be a full range of management duties including, but not limited to, planning, scheduling, report preparation, and quality control.

a) Workforce: The Contractor shall maintain sufficient personnel, possessing the skills, knowledge, and training, to complete all work within the time and quality standards specified by the contract. The Contractor Representative shall be knowledgeable of the specifications of this contract and remain on the project at all times while work is being performed.

b) Contractor Personnel: The Contractor shall maintain satisfactory standards of conduct and appearance. Promptly investigate complaints of poor performance. The Contractor and his employees shall become acquainted with and comply all Government regulations as posted, or as requested by the COR. The Contractor shall immediately remove from the site any individual whose continued employment is deemed by the CO to be contrary to the public interest or inconsistent with the best interests of safety and security. As a minimum, all Contractor's employees shall be clothed in a work shirt, pants, and shoes; and present a neat, clean, well-groomed appearance. Tank tops and shorts are unacceptable attire.

2. Contractor Furnished Items: Except for those items specifically stated to be government furnished, the Contractor shall furnish everything required to perform this contract. On occasion, the government will provide new or used supplies or materials for the Contractor to utilize. These supplies and materials will be provided without cost to the Contractor.

a) Materials and Supplies: Materials and supplies provided shall be of a quality which shall adequately and economically serve the purpose for which they are required and shall meet the specifications stated in the contract. The items supplied shall be standard products of manufacturers regularly engaged in the production of such supplies or materials. If the quality of supplies or materials is not specified, it shall be of acceptable industrial grade and quality. The Contracting Officer retains the right to specify the kind and quality of all the above items. The COR or Government Health/Safety professional shall review the MSDS sheets submitted by the Contractor and approve the use of the hazardous materials before it is brought onto (BOR) property.

b) Special Test Equipment: The Contractor shall provide and maintain his own test and grounds care equipment

c) Refuse and Disposal Services: The Contractor shall be responsible for all waste materials or rubbish generated by their work. Debris shall be removed from the work site and taken to an authorized disposal site. The disposal of waste materials and rubbish shall be in accordance with this paragraph and all applicable Federal, State, and local regulations, standards, codes and laws. Also, the requirements contained in the BOR's "Reclamation Safety and Health Standards" are applicable to clean up and to dispose of waste materials and rubbish. In the event that there is a conflict between the requirements contained in this paragraph, the BOR's "Reclamation Safety and Health Standards", and other Federal, State, or local regulations, standards, codes, and laws, the more stringent requirements shall prevail.

d) Access to Areas: Some service locations under this contract are within secured areas. The COR will arrange for the Contractors entry into such areas and inform the Contractor of security procedures. The Contractor shall comply with all security procedures.

(1) Security of Keys/Cardkeys: The keys/cardkeys shall be issued at the beginning of the contract for access through the Shasta Power Plant to the Lower Vista Lawn. The keys/cardkeys shall be issued only to the site supervisor. The keys/cardkeys shall be kept on-person to the issued person at all times. The keys/cardkeys shall be returned to the COR at the end of the contract or when the site supervisor that was issued the keys/cardkeys no longer works at the site.

(2) Lost Keys/Card Keys: The contractor shall immediately notify the COR of any lost key/card key and shall be responsible for the cost of replacing any keys that are lost by Contractor personnel. If the Contracting Officer

determines that a lock must be replaced or re-keyed due to the loss of a key by Contractor personnel, such cost will be charged to the Contractor.

3. Licenses and Permits: The Contractor shall keep current, for the duration of this contract, any necessary licenses and certificates of registration issued by Local, County, State or Federal governments.

4. Least Interference with Government Business: The Contractor shall schedule and arrange work so as to cause the least interference with the normal Government business and mission. In those cases where some interference may be unavoidable, the Contractor shall be responsible to make every effort to minimize the impact of the interference. This includes but is not limited to excessively loud equipment and products with strong odors.

5. Quality Control: The Contractor is responsible for establishing and maintaining adequate quality control to ensure satisfactory performance in accordance with the specifications. The Contractor shall develop a comprehensive Quality Control Program to assure the requirements of the contract are met and for identifying and correcting deficiencies in the quality of services before the level of performance becomes unacceptable.

a) The Contractor shall submit with its proposal, a complete Quality Control Plan (QCP) depicting in detail, an inspection system covering all work performed under this contract. This Plan shall include the following:

(1) An inspection program tailored to the locations being serviced under this contract. The inspection program shall detail how services at the work site shall be inspected in order to ensure that the outcome of the work meets all of the quality standards set forth in the contract and shall include, but not be limited to:

(a) A schedule of inspections

(b) Location of inspections

(2) Personnel List: A listing of all the Contractor personnel. Indicate the roles and responsibilities of key personnel to include the responsibilities for oversight of the QCP.

b) The Contractor must update the plan during the life of the contract to reflect any changes as a result of work procedures, conditions, personnel changes, modifications, etc. to ensure that contract objectives are met. All revisions must be accepted by the COR and revised at no additional cost to the Government.

c) Quality Control Reports: The Contractor will maintain a monthly quality control report that includes, but not limited to: 1) The inspections performed, time and location; 2) Description of findings (including deficiencies); and 3) Description of action(s) taken, if necessary. The reports shall be provided to the COR upon request and may be submitted by the Contractor as a Self Assessment as described in paragraph 14 in whole or for support.

PART D – Government Responsibilities

1. Government Furnished Property, Material, and Service: The Government will provide or make available to the Contractor, without cost, certain government owned facilities, utilities, equipment, material and services listed below:

a) Availability of Utilities and Services.

(1) The Government will provide at no cost to the Contractor, the utility services at existing outlets as may be required to perform the work of this contract. Information concerning the location of existing outlets may be obtained from the Government Representative. These utilities will be provided from existing outlets and collection points. The Contractor shall provide and maintain, at his expense, the necessary service lines from the existing Government outlets to the site of the work.

- Electricity
- Potable/Nonpotable Water
- Sewage Service

b) **Government Furnished Tools, Materials, Supplies, and Equipment.**

(1) Tools and Equipment: In general, no equipment or special tools will be provided by the government for the accomplishment of this contract. If, in the opinion of the Contracting Officer, the government's best interest may be served by the provisions of government equipment or tools, these shall be made available on a case by case basis.

(2) Materials and Supplies: The government will supply sprinkler heads and risers for in-ground sprinkler systems.

c) Keys or Card Keys: The Government may provide the Contractor with certain keys/card keys that operate the locks of the buildings which provide access to the Contractor. The keys/cardkeys of the building shall be maintained in accordance with Paragraph d) of this section titled "Access To Areas".

2. Performance Assessment Plan/Quality Assurance Surveillance Plan:

a) Monitoring Performance: The Government shall inspect the Contractor's performance in all functional areas under this contract and shall reserve the right to use whatever additional surveillance procedures are deemed appropriate. Contractor services shall be inspected using the random sampling method, the planned sampling method and/or 100% inspection method. The Government reserves the right to change or alter the type of inspection plan at its discretion at any time. Interim (mid-term) evaluations may be provided to identify strengths and weaknesses in the Contractor's performance during the period being evaluated. At the end of the period, the COR will assess the Contractor's performance in accordance with the Quality Assurance Surveillance Plan (QASP) and report to the Contracting Officer.

b) Contractor Self-Assessment: Following each evaluation period, the Contractor may provide a written self-assessment of its performance to the COR to be considered in its report to the Contracting Officer. The self-assessment shall be submitted not later than 5 working days after the end of each evaluation period. The self-evaluation shall not exceed 1 page per PRS element. The self-assessment shall address both the strengths and weaknesses of the Contractor's performance during the evaluation period. Where deficiencies in performance are noted, the Contractor shall describe the actions planned or taken to correct such deficiencies and avoid their recurrence. The self-assessment itself will NOT be the basis for the payment re-calculation determination.

c) COR Recommendation: The COR will consider all evaluations and any other pertinent information, including Contractor self-assessment, and will prepare a report to the Contracting Officer with findings and recommendations. In the event services scheduled for performance are not satisfactorily performed when scheduled for performance, the Contracting Officer or the COR shall call the attention of the Contractor to this failure and the contractor may re-perform the unsatisfactory effort within such time as the Contracting Officer or COR deems reasonable. The Contractor will be provided a copy of the draft findings and recommendations of the COR and will be afforded the opportunity to identify factual errors. The COR's draft recommendation is not subject to negotiation and the COR will not engage in discussions with the Contractor. Any errors identified by the Contractor will be addressed by the COR in its final report. The Contractor will be provided a copy of the final COR report at the same time the report is submitted to the Contracting Officer.

d) Payment Determination: The Contracting Officer may meet with the COR to discuss the COR's report. If the Contractor does not comply with the re-performance within such time as the CO deems to be reasonable, the work may be performed by other means and the cost thereof shall be re-calculated for the monies due, or to become due to the Contractor. If the unsatisfactory work cannot be accomplished by other means, and cannot be rescheduled, a recalculation shall be made from the monthly payment based on the Performance Requirement Summary. The Contracting Officer will make a final determination in writing as to the percentage of work successfully completed, and the resulting payment to be made. A copy of the determination will be provided to the Contractor no later than 45 calendar days after the end of the period being evaluated. All Contracting Officer decisions regarding payment re-calculations are unilateral decisions made solely at the discretion of the Government.

e) Payment Re-Calculations: Notwithstanding any other clause of this contract, payment re-calculations will be made within the later of 60 days after the end of the evaluation period or 30 days after receipt of an approved invoice. The total recalculation for unsatisfactory performance in a single month shall not exceed the total monthly rate. Should inclement weather prohibit completion of scheduled or required work, no deduction will be taken providing this work is rescheduled and performed within a reasonable amount of time, approved by the COR. The COR will give prior written approval of all omitted work due to inclement weather.

f) The Quality Assurance Surveillance Plan is one evaluation method the government uses to surveillance performance to determine whether the Contractor meets the standards of performance as defined in the PWS. The absence of a QASP for any contract requirement, however, shall not detract from its enforceability or limit the rights or remedies of the government under any other provision of the contract in determining the quality of the Contractor performance.

PERFORMANCE REQUIREMENTS: MAINTENANCE LEVEL I			
Performance Objective	Performance Standard	Acceptable Quality Level (AQL)	Inspection Method
Grass Cutting & Trimming	The grass will be the required height with a neat and uniform appearance in accordance with Part B, para. 1.a).	Requirement met 98% of each defined lawn as indicated in Attachment 1.	Random Inspection
Edging	Edging will be at the setbacks indicated with a neat and professional appearance in accordance with Part B, para. 1.b).	Requirement met 95% of the length of each defined lawn as indicated in Attachment 1.	Random Inspection
Plant & Shrub Maintenance	Maintenance of each plant, shrub, and hedge shall have a healthy, neat, well groomed appearance in accordance with Part B, para. 1.c).	Requirements met in 95% of each plant, shrub, and hedge in each of their respective quantities.	Random Inspection
Maintaining Planters and Beds	Maintenance of each planter and bed shall be weed free and a neat, well groomed appearance in accordance with Part B, para. 1.d).	Requirements met in 95% of each planter and bed in each of their respective quantities.	Random Inspection
Underbrushing	Maintain a vegetation free border in accordance with Part B, para. 1.e).	Vegetation shall not exceed 6" in height or length or shall not exceed para. 10.d) requirements for longer than 3 months.	Random Inspection
Grounds Cleaning Maintenance	The grounds will be free of trash and litter, gutters free of sand and rocks, and cracks free of weeds in accordance with Part B, para. 1.f).	Requirement met 80% of the time.	Random Inspection
General Grounds Care	General Grounds Care shall constantly maintain healthy, viable and well tended vegetation in accordance with Part B, para. 1.g) and subparagraphs.	No more than two items per month not in compliance and no one single item not remedied within a month of noncompliance.	Random Inspection

PERFORMANCE REQUIREMENTS: MAINTENANCE LEVEL II			
Performance Objective	Performance Standard	Acceptable Quality Level (AQL)	Inspection Method
Event Days	Provide a clean, neat, and professional appearance of the grounds for the day of the event in accordance with Part B, para. 2.a) and subparagraphs..	100% compliance.	Random Inspection
Rest of Year Maintenance	Maintain at level that will allow the grounds to meet the requirements of event day in accordance with Part B, para. 2.b).	Requirements met 90% of the time.	Random Inspection.

ATTACHMENT 1
NCAO Grounds Maintenance Supporting Information

ANNUAL WORKLOAD ESTIMATES FOR GROUNDS MAINTENANCE SERVICES

<u>Task</u>	<u>Estimated Frequency</u>	<u>Peak Period</u>
<u>MAINTENANCE LEVEL I</u>		
a) Grass Cutting for 8 Defined Lawns	22 Mowings 8 Mowings	April/May – September/October Rest of Year
b) Edging for 8 Defined Lawns	11 Edgings 4 Edgings	April/May – September/October Rest Of Year
c) Plant and Shrub Maintenance	2 times per year Continuous	April/May – September/October
d) Maintain Bedding and Planted Areas	Continuous	
e) Under Brushing	2 times per year	April/May – September/October
f) Grounds Cleaning Maintenance	Continuous, most requirements in peak period.	April/May – September/October
g) General Grounds Care	Continuous, most requirements in peak period.	April/May – September/October

MAINTENANCE LEVEL II (Parcel 4)

a) Event Days	2 Events	Easter and September
b) Rest of Year Maintenance	7 times a year with most requirements in peak period.	April/May – September/October

GROUNDS MAINTENANCE INVENTORY

<u>Parcel Number</u>	<u>Principle Area</u>	<u>Type of Area/Work</u>	<u>Unit of Measure</u>	<u>Quantity</u>
01	East Side Of Dam	Grass	SF	133,532 (6 lawns)
		Edging	LF	6,608 (6 lawns)
		Planters groundcover	SF	560
		Weeding	SF	700
		Hedge bushes	EA	46
		Underbrushing	SF	1,706
		Grounds Cleaning &	SF	288,061
		Weed/Crack Abatement		
02	West Side	Grassed Area	SF	9074 (1 lawns)

	Of Dam	Edging	LF	752 (1 lawns)
		Grounds Cleaning & Weed/Crack Abatement	SF	64,187
03	Power Plant	Grassed Area	SF	12,281 (1 lawn)
		Edging	LF	618 (1 lawn)
		Rock Planters & Weeding	SF	922
		Grounds Cleaning & Weed/Crack Abatement	SF	19,440
04	Gerhart Park Grass		SF	47,524 (1 lawn)
		Edging	LF	760 (1 lawn)
		Plants/Shrubs	SF	940
		Underbrushing	SF	15,474
		Grounds Cleaning	SF	27,419
		Weed/Crack Abatement	SF	12,945
05	Dam	Grounds Cleaning & Weed/Crack Abatement	SF	133,000

SF – Square Feet

LF – Lineal Feet

EA - Each

IRRIGATION SYSTEM INVENTORYAUTOMATIC SYSTEMS

<u>Location</u>	<u>(Square Feet)</u>
Parcel 1	133,532 (require back-up batteries)
Parcel 1	560 (requires batteries)
Parcel 2	9074 (requires batteries)
Parcel 3	12,281 (requires batteries)
Parcel 4	47,524 (requires batteries)

PARCEL DESCRIPTIONS

Parcel 1 boundaries:

North – The beginning of the Dam and the wall that extends from the north to the east.

East – From the wall, shortest distance, through the farthest east grass area to the top of curb at the roadway.

South – From east boundary along top of curb of Lake Boulevard to end of Lake Blvd.

a) For Cleaning – Cross at end of Lake towards hillside and along sidewalk southwesterly to where the south wall of the Visitors Center Parking Lot would continue straight and intersect the sidewalk across roadway.

b) For Gutter and Weed/Crack Maintenance – Cross roadway to the gutter of the Rotunda, on to the gutter of the next island and follow along southwesterly to end of island, cross inlet to top of curb of south island and follow to where the south wall of the Visitors Center Parking Lot would continue straight and intersect the sidewalk across roadway.

Southern boundary is wall of Visitor Center Parking Lot to the start of wall curve.

West – From wall curve to the south, past the outside of the Visitor Center and wall northerly to beginning of Dam. Drop arm is boundary for Power Plant road. The parcel includes the offset required for underbrushing.

Parcel 2 boundaries:

North – Gate to Lake fishing.

East – Wall that runs north and south, the beginning of the Dam, southern point of concrete work at end of grass area.

South – End of concrete at south grass area, up north along gutter of grass area to roadway gate, west toward parking lot curb.

West – North south parking lot curb.

Parcel 3 boundaries:

Entire area between the Lower Vista House and east end of Shasta Power Plant, surrounded by walls. West end of Shasta Power Plant (lobby entrance), to the security gate, south wall, north fence and tunnel curb, and east gate.

Parcel 4 boundaries:

North – Access road to storage building, around building and sprinkler valves.

East – Outside of roadway south along parking border, to south road.

South – Outside of roadway to the south and parking area.

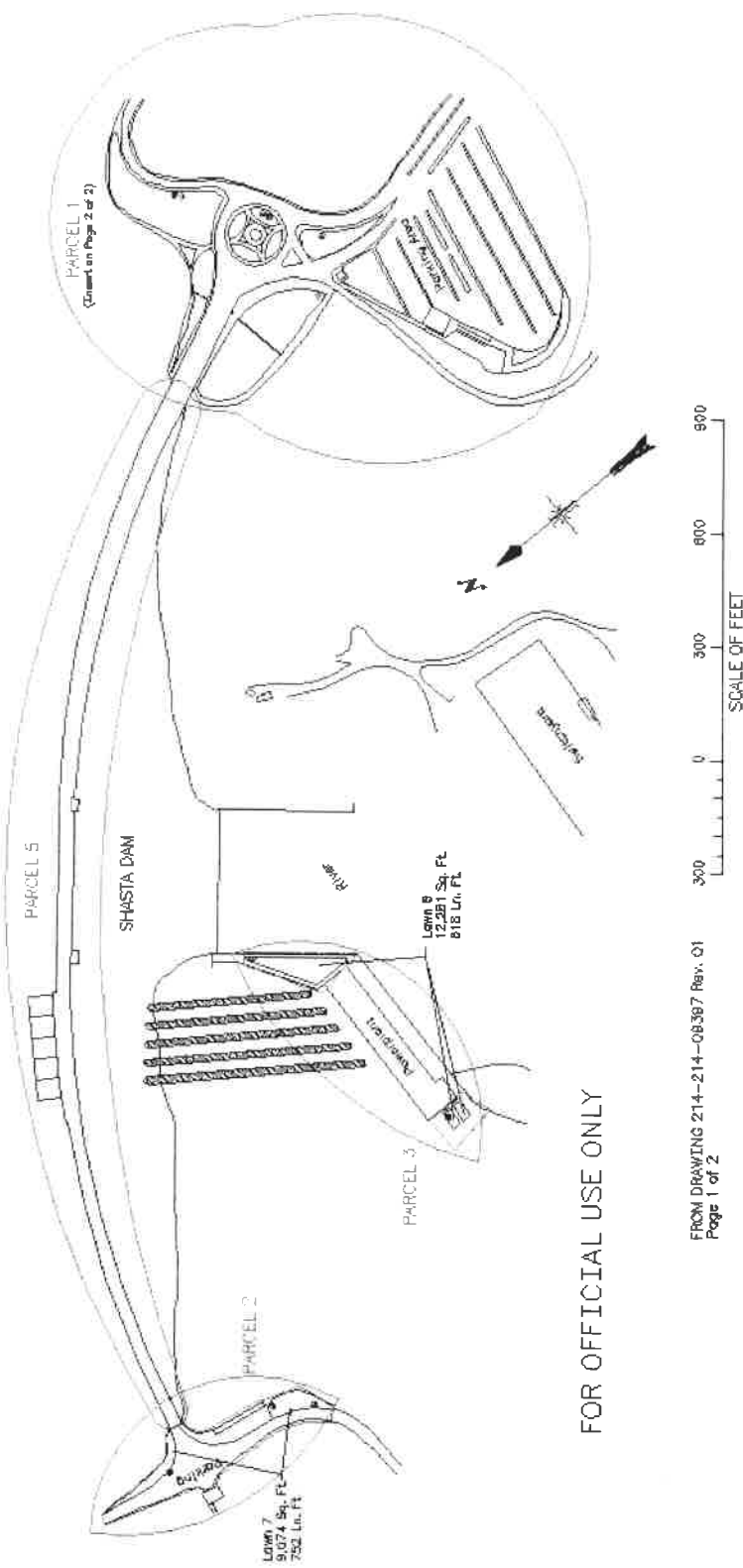
West – Outside of roadway, north to end, then along natural vegetation to the storage building.

Parcel 5 boundaries:

Top road and walkways of the Dam, between Parcel 1 and 2.

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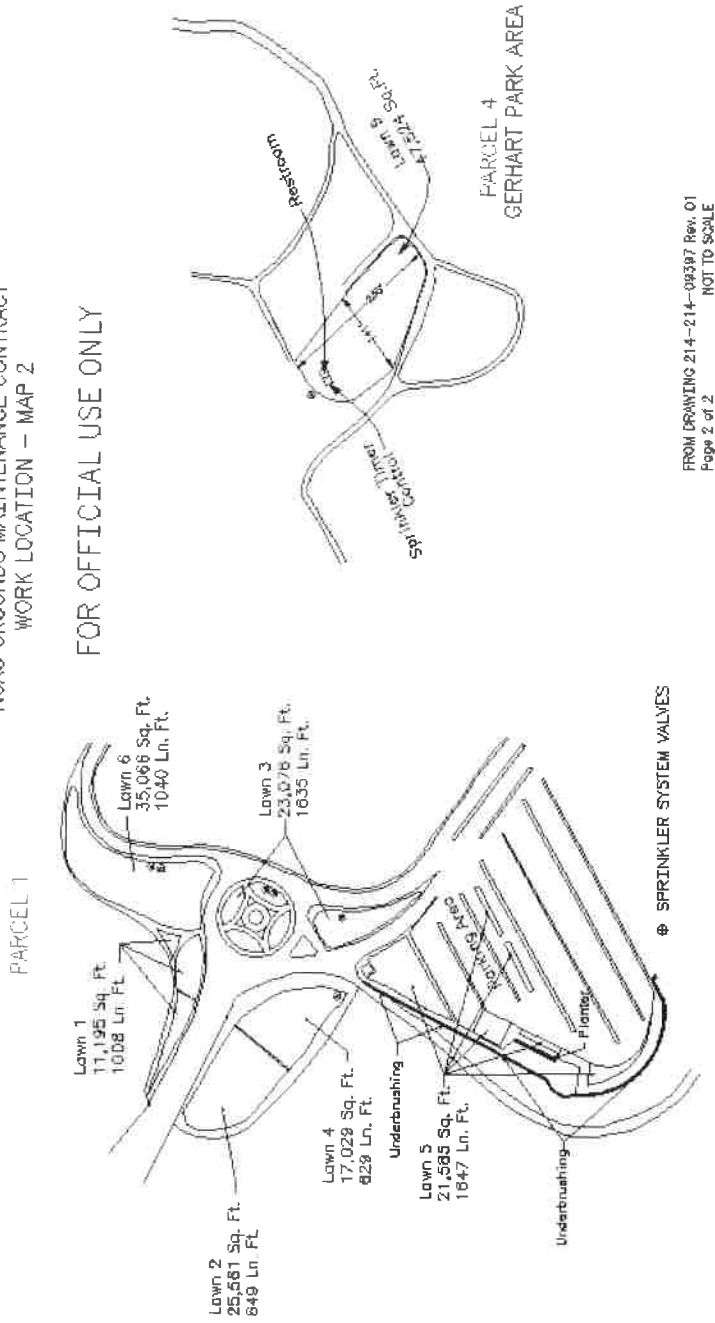
NCAO GROUNDS MAINTENANCE CONTRACT
WORK LOCATION - MAP 1



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NCAO GROUNDS MAINTENANCE CONTRACT
WORK LOCATION - MAP 2

FOR OFFICIAL USE ONLY



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NOT TO SCALE

WD 15-5627 (Rev.-5) was first posted on www.wdol.gov on 01/16/2018

REGISTER OF WAGE DETERMINATIONS UNDER
THE SERVICE CONTRACT ACT
By direction of the Secretary of Labor

U.S. DEPARTMENT OF LABOR
EMPLOYMENT STANDARDS ADMINISTRATION
WAGE AND HOUR DIVISION
WASHINGTON D.C. 20210

Daniel W. Simms
Director

Division of
Wage Determinations

Wage Determination No.: 2015-5627
Revision No.: 5
Date Of Revision: 01/10/2018

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.35 for calendar year 2018 applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.35 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2018. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts

State: California

Area: California County of Shasta

****Fringe Benefits Required Follow the Occupational Listing****

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		16.44
01012 - Accounting Clerk II		18.46
01013 - Accounting Clerk III		20.65
01020 - Administrative Assistant		25.83
01035 - Court Reporter		20.96
01041 - Customer Service Representative I		11.94
01042 - Customer Service Representative II		13.42
01043 - Customer Service Representative III		14.65
01051 - Data Entry Operator I		15.96
01052 - Data Entry Operator II		17.42
01060 - Dispatcher, Motor Vehicle		18.84
01070 - Document Preparation Clerk		14.72
01090 - Duplicating Machine Operator		14.72
01111 - General Clerk I		13.29
01112 - General Clerk II		14.50
01113 - General Clerk III		17.70
01120 - Housing Referral Assistant		22.39
01141 - Messenger Courier		13.48
01191 - Order Clerk I		16.64
01192 - Order Clerk II		18.16
01261 - Personnel Assistant (Employment) I		17.40
01262 - Personnel Assistant (Employment) II		19.46
01263 - Personnel Assistant (Employment) III		21.69
01270 - Production Control Clerk		21.81
01290 - Rental Clerk		16.57
01300 - Scheduler, Maintenance		17.83
01311 - Secretary I		17.83
01312 - Secretary II		19.42
01313 - Secretary III		22.39

01320 - Service Order Dispatcher	17.35
01410 - Supply Technician	25.83
01420 - Survey Worker	18.84
01460 - Switchboard Operator/Receptionist	14.72
01531 - Travel Clerk I	13.87
01532 - Travel Clerk II	14.94
01533 - Travel Clerk III	16.05
01611 - Word Processor I	14.68
01612 - Word Processor II	16.48
01613 - Word Processor III	18.76
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer, Fiberglass	23.71
05010 - Automotive Electrician	21.36
05040 - Automotive Glass Installer	20.24
05070 - Automotive Worker	20.24
05110 - Mobile Equipment Servicer	17.99
05130 - Motor Equipment Metal Mechanic	22.49
05160 - Motor Equipment Metal Worker	20.24
05190 - Motor Vehicle Mechanic	22.02
05220 - Motor Vehicle Mechanic Helper	16.87
05250 - Motor Vehicle Upholstery Worker	19.11
05280 - Motor Vehicle Wrecker	20.24
05310 - Painter, Automotive	21.36
05340 - Radiator Repair Specialist	20.24
05370 - Tire Repairer	14.98
05400 - Transmission Repair Specialist	22.49
07000 - Food Preparation And Service Occupations	
07010 - Baker	16.27
07041 - Cook I	14.18
07042 - Cook II	16.38
07070 - Dishwasher	10.37
07130 - Food Service Worker	11.43
07210 - Meat Cutter	18.28
07260 - Waiter/Waitress	11.07
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	22.26
09040 - Furniture Handler	15.25
09080 - Furniture Refinisher	22.26
09090 - Furniture Refinisher Helper	17.58
09110 - Furniture Repairer, Minor	19.93
09130 - Upholsterer	22.26
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	12.22
11060 - Elevator Operator	14.69
11090 - Gardener	16.37
11122 - Housekeeping Aide	14.69
11150 - Janitor	14.69
11210 - Laborer, Grounds Maintenance	13.40
11240 - Maid or Houseman	10.95
11260 - Pruner	13.31
11270 - Tractor Operator	15.37
11330 - Trail Maintenance Worker	13.40
11360 - Window Cleaner	15.21
12000 - Health Occupations	
12010 - Ambulance Driver	20.05
12011 - Breath Alcohol Technician	20.65
12012 - Certified Occupational Therapist Assistant	28.32
12015 - Certified Physical Therapist Assistant	29.98
12020 - Dental Assistant	18.21
12025 - Dental Hygienist	44.39
12030 - EKG Technician	31.08

12035	- Electroneurodiagnostic Technologist	31.08
12040	- Emergency Medical Technician	20.05
12071	- Licensed Practical Nurse I	21.98
12072	- Licensed Practical Nurse II	24.59
12073	- Licensed Practical Nurse III	27.41
12100	- Medical Assistant	15.36
12130	- Medical Laboratory Technician	18.62
12160	- Medical Record Clerk	20.69
12190	- Medical Record Technician	23.13
12195	- Medical Transcriptionist	23.09
12210	- Nuclear Medicine Technologist	45.36
12221	- Nursing Assistant I	12.41
12222	- Nursing Assistant II	13.95
12223	- Nursing Assistant III	15.53
12224	- Nursing Assistant IV	17.44
12235	- Optical Dispenser	19.86
12236	- Optical Technician	18.46
12250	- Pharmacy Technician	18.63
12280	- Phlebotomist	21.10
12305	- Radiologic Technologist	32.93
12311	- Registered Nurse I	40.86
12312	- Registered Nurse II	49.98
12313	- Registered Nurse II, Specialist	49.98
12314	- Registered Nurse III	60.45
12315	- Registered Nurse III, Anesthetist	60.45
12316	- Registered Nurse IV	68.50
12317	- Scheduler (Drug and Alcohol Testing)	30.00
12320	- Substance Abuse Treatment Counselor	17.59
13000	- Information And Arts Occupations	
13011	- Exhibits Specialist I	23.61
13012	- Exhibits Specialist II	29.25
13013	- Exhibits Specialist III	36.92
13041	- Illustrator I	22.71
13042	- Illustrator II	28.14
13043	- Illustrator III	34.42
13047	- Librarian	31.43
13050	- Library Aide/Clerk	16.05
13054	- Library Information Technology Systems Administrator	25.79
13058	- Library Technician	17.11
13061	- Media Specialist I	20.48
13062	- Media Specialist II	22.91
13063	- Media Specialist III	25.53
13071	- Photographer I	17.88
13072	- Photographer II	21.38
13073	- Photographer III	26.50
13074	- Photographer IV	33.56
13075	- Photographer V	39.20
13090	- Technical Order Library Clerk	15.49
13110	- Video Teleconference Technician	20.53
14000	- Information Technology Occupations	
14041	- Computer Operator I	16.61
14042	- Computer Operator II	18.58
14043	- Computer Operator III	20.71
14044	- Computer Operator IV	23.02
14045	- Computer Operator V	25.49
14071	- Computer Programmer I	(see 1) 23.09
14072	- Computer Programmer II	(see 1) 27.18
14073	- Computer Programmer III	(see 1)
14074	- Computer Programmer IV	(see 1)
14101	- Computer Systems Analyst I	(see 1)

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14102 - Computer Systems Analyst II	(see 1)	
14103 - Computer Systems Analyst III	(see 1)	
14150 - Peripheral Equipment Operator		16.61
14160 - Personal Computer Support Technician		23.02
14170 - System Support Specialist		23.36
15000 - Instructional Occupations		
15010 - Aircrew Training Devices Instructor (Non-Rated)		35.36
15020 - Aircrew Training Devices Instructor (Rated)		42.77
15030 - Air Crew Training Devices Instructor (Pilot)		51.27
15050 - Computer Based Training Specialist / Instructor		35.36
15060 - Educational Technologist		39.68
15070 - Flight Instructor (Pilot)		51.27
15080 - Graphic Artist		24.56
15085 - Maintenance Test Pilot, Fixed, Jet/Prop		37.54
15086 - Maintenance Test Pilot, Rotary Wing		37.54
15088 - Non-Maintenance Test/Co-Pilot		37.54
15090 - Technical Instructor		26.14
15095 - Technical Instructor/Course Developer		32.04
15110 - Test Proctor		21.58
15120 - Tutor		21.58
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations		
16010 - Assembler		11.75
16030 - Counter Attendant		11.75
16040 - Dry Cleaner		13.88
16070 - Finisher, Flatwork, Machine		11.75
16090 - Presser, Hand		11.75
16110 - Presser, Machine, Drycleaning		11.75
16130 - Presser, Machine, Shirts		11.75
16160 - Presser, Machine, Wearing Apparel, Laundry		11.75
16190 - Sewing Machine Operator		15.07
16220 - Tailor		16.24
16250 - Washer, Machine		12.32
19000 - Machine Tool Operation And Repair Occupations		
19010 - Machine-Tool Operator (Tool Room)		24.36
19040 - Tool And Die Maker		29.14
21000 - Materials Handling And Packing Occupations		
21020 - Forklift Operator		19.22
21030 - Material Coordinator		21.81
21040 - Material Expediter		21.81
21050 - Material Handling Laborer		15.20
21071 - Order Filler		15.43
21080 - Production Line Worker (Food Processing)		19.22
21110 - Shipping Packer		14.55
21130 - Shipping/Receiving Clerk		14.55
21140 - Store Worker I		12.80
21150 - Stock Clerk		17.56
21210 - Tools And Parts Attendant		19.22
21410 - Warehouse Specialist		19.22
23000 - Mechanics And Maintenance And Repair Occupations		
23010 - Aerospace Structural Welder		31.16
23019 - Aircraft Logs and Records Technician		24.06
23021 - Aircraft Mechanic I		29.29
23022 - Aircraft Mechanic II		31.16
23023 - Aircraft Mechanic III		33.00
23040 - Aircraft Mechanic Helper		20.68
23050 - Aircraft, Painter		27.53
23060 - Aircraft Servicer		24.06
23070 - Aircraft Survival Flight Equipment Technician		27.53
23080 - Aircraft Worker		25.82
23091 - Aircrew Life Support Equipment (ALSE) Mechanic I		25.82

23092 - Aircrew Life Support Equipment (ALSE) Mechanic II	29.29
23110 - Appliance Mechanic	24.36
23120 - Bicycle Repairer	18.13
23125 - Cable Splicer	31.25
23130 - Carpenter, Maintenance	24.82
23140 - Carpet Layer	23.93
23160 - Electrician, Maintenance	28.81
23181 - Electronics Technician Maintenance I	24.99
23182 - Electronics Technician Maintenance II	26.33
23183 - Electronics Technician Maintenance III	31.66
23260 - Fabric Worker	22.56
23290 - Fire Alarm System Mechanic	25.91
23310 - Fire Extinguisher Repairer	20.99
23311 - Fuel Distribution System Mechanic	27.48
23312 - Fuel Distribution System Operator	21.33
23370 - General Maintenance Worker	20.27
23380 - Ground Support Equipment Mechanic	29.29
23381 - Ground Support Equipment Servicer	24.06
23382 - Ground Support Equipment Worker	25.82
23391 - Gunsmith I	20.99
23392 - Gunsmith II	24.13
23393 - Gunsmith III	27.30
23410 - Heating, Ventilation And Air-Conditioning Mechanic	23.87
23411 - Heating, Ventilation And Air Contidioning Mechanic (Research Facility)	25.39
23430 - Heavy Equipment Mechanic	26.03
23440 - Heavy Equipment Operator	29.93
23460 - Instrument Mechanic	28.78
23465 - Laboratory/Shelter Mechanic	25.73
23470 - Laborer	15.13
23510 - Locksmith	24.36
23530 - Machinery Maintenance Mechanic	28.78
23550 - Machinist, Maintenance	21.00
23580 - Maintenance Trades Helper	17.41
23591 - Metrology Technician I	28.78
23592 - Metrology Technician II	30.43
23593 - Metrology Technician III	32.11
23640 - Millwright	27.93
23710 - Office Appliance Repairer	20.46
23760 - Painter, Maintenance	22.12
23790 - Pipefitter, Maintenance	27.33
23810 - Plumber, Maintenance	25.69
23820 - Pneudraulic Systems Mechanic	25.91
23850 - Rigger	27.30
23870 - Scale Mechanic	24.13
23890 - Sheet-Metal Worker, Maintenance	27.98
23910 - Small Engine Mechanic	20.27
23931 - Telecommunications Mechanic I	26.97
23932 - Telecommunications Mechanic II	28.53
23950 - Telephone Lineman	30.71
23960 - Welder, Combination, Maintenance	22.92
23965 - Well Driller	27.30
23970 - Woodcraft Worker	27.30
23980 - Woodworker	19.77
24000 - Personal Needs Occupations	
24550 - Case Manager	16.67
24570 - Child Care Attendant	12.80
24580 - Child Care Center Clerk	15.96
24610 - Chore Aide	11.02

24620 - Family Readiness And Support Services Coordinator	16.67
24630 - Homemaker	17.70
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	27.98
25040 - Sewage Plant Operator	26.17
25070 - Stationary Engineer	27.98
25190 - Ventilation Equipment Tender	19.75
25210 - Water Treatment Plant Operator	26.17
27000 - Protective Service Occupations	
27004 - Alarm Monitor	25.77
27007 - Baggage Inspector	17.26
27008 - Corrections Officer	27.37
27010 - Court Security Officer	27.60
27030 - Detection Dog Handler	21.22
27040 - Detention Officer	27.37
27070 - Firefighter	24.94
27101 - Guard I	17.26
27102 - Guard II	21.22
27131 - Police Officer I	39.18
27132 - Police Officer II	43.56
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	13.77
28042 - Carnival Equipment Repairer	14.87
28043 - Carnival Worker	10.40
28210 - Gate Attendant/Gate Tender	13.96
28310 - Lifeguard	11.79
28350 - Park Attendant (Aide)	15.61
28510 - Recreation Aide/Health Facility Attendant	11.39
28515 - Recreation Specialist	19.34
28630 - Sports Official	12.43
28690 - Swimming Pool Operator	17.18
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	28.29
29020 - Hatch Tender	28.29
29030 - Line Handler	28.29
29041 - Stevedore I	26.44
29042 - Stevedore II	30.15
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	38.29
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	26.41
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	29.07
30021 - Archeological Technician I	20.33
30022 - Archeological Technician II	22.74
30023 - Archeological Technician III	28.16
30030 - Cartographic Technician	28.16
30040 - Civil Engineering Technician	32.42
30051 - Cryogenic Technician I	25.70
30052 - Cryogenic Technician II	28.39
30061 - Drafter/CAD Operator I	20.33
30062 - Drafter/CAD Operator II	22.74
30063 - Drafter/CAD Operator III	25.34
30064 - Drafter/CAD Operator IV	31.19
30081 - Engineering Technician I	16.86
30082 - Engineering Technician II	18.93
30083 - Engineering Technician III	21.17
30084 - Engineering Technician IV	26.23
30085 - Engineering Technician V	32.20
30086 - Engineering Technician VI	38.82
30090 - Environmental Technician	23.61
30095 - Evidence Control Specialist	23.20

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors, applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is the victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$4.41 per hour or \$176.40 per week or \$764.40 per month

HEALTH & WELFARE EO 13706: \$4.13 per hour, or \$165.20 per week, or \$713.87 per month*

*This rate is to be used only when compensating employees for performance on an SCA-covered contract also covered by EO 13706, Establishing Paid Sick Leave for Federal Contractors. A contractor may not receive credit toward its SCA obligations for any paid sick leave provided pursuant to EO 13706.

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor, 3 weeks after 5 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

THE OCCUPATIONS WHICH HAVE NUMBERED FOOTNOTES IN PARENTHESES RECEIVE THE FOLLOWING:

1) COMPUTER EMPLOYEES: Under the SCA at section 8(b), this wage determination does not apply to any employee who individually qualifies as a bona fide executive, administrative, or professional employee as defined in 29 C.F.R. Part 541. Because most Computer System Analysts and Computer Programmers who are compensated at a rate not less than \$27.63 (or on a salary or fee basis at a rate not less than \$455 per week) an hour would likely qualify as exempt computer professionals, (29 C.F.R. 541.400) wage rates may not be listed on this wage determination for all occupations within those job families. In addition, because this wage determination may not list a wage rate for some or all occupations within those job families if the survey data indicates that the prevailing wage rate for the occupation equals or exceeds \$27.63 per hour conformances may be necessary for certain nonexempt employees. For example, if an individual employee is nonexempt but nevertheless performs duties within the scope of one of the Computer Systems Analyst or Computer Programmer occupations for which this wage determination does not specify an SCA wage rate, then the wage rate for that employee must be conformed in accordance with the conformance procedures described in the conformance note included on this wage

determination.

Additionally, because job titles vary widely and change quickly in the computer industry, job titles are not determinative of the application of the computer professional exemption. Therefore, the exemption applies only to computer employees who satisfy the compensation requirements and whose primary duty consists of:

(1) The application of systems analysis techniques and procedures, including consulting with users, to determine hardware, software or system functional specifications;

(2) The design, development, documentation, analysis, creation, testing or modification of computer systems or programs, including prototypes, based on and related to user or system design specifications;

(3) The design, documentation, testing, creation or modification of computer programs related to machine operating systems; or

(4) A combination of the aforementioned duties, the performance of which requires the same level of skills. (29 C.F.R. 541.400).

2) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am.

If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

** HAZARDOUS PAY DIFFERENTIAL **

An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder.

All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving re-grading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

** UNIFORM ALLOWANCE **

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an

adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

**** SERVICE CONTRACT ACT DIRECTORY OF OCCUPATIONS ****

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition (Revision 1), dated September 2015, unless otherwise indicated.

**** REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE, Standard Form 1444 (SF-1444) ****

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination (See 29 CFR 4.6(b)(2)(i)). Such conforming procedures shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees (See 29 CFR 4.6(b)(2)(ii)). The Wage and Hour Division shall make a final determination of conformed classification, wage rate, and/or fringe benefits which shall be paid to all employees performing in the classification from the first day of work on which contract work is performed by them in the classification. Failure to pay such unlisted employees the compensation agreed upon by the interested parties and/or fully determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Act and this contract. (See 29 CFR 4.6(b)(2)(v)). When multiple wage determinations are included in a contract, a separate SF-1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order the proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the U.S.

Department of Labor, Wage and Hour Division, for review (See 29 CFR 4.6(b)(2)(ii)).

4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.

5) The contracting officer transmits the Wage and Hour Division's decision to the contractor.

6) Each affected employee shall be furnished by the contractor with a written copy of such determination or it shall be posted as a part of the wage determination (See 29 CFR 4.6(b)(2)(iii)).

Information required by the Regulations must be submitted on SF-1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" should be used to compare job definitions to ensure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination (See 29 CFR 4.152(c)(1)).

REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS

BOARD MEETING DATE: April 24, 2018

CATEGORY: Consent - Health and Human Services-5.

SUBJECT:

First Amendment to Agreement with Bowman Systems, LLC to provide a web-based software service known as Homeless Management Information System (HMIS).

DEPARTMENT: Housing and Community Action Programs

Supervisory District No. : ALL

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

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

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

RECOMMENDATION

Approve and authorize the Chairman to sign an amendment, effective date of signing, to the agreement with Bowman Systems, LLC to provide the Homeless Management Information System (HMIS) to add 100 licenses (for a new total of 150) and to increase maximum compensation not to exceed by \$39,125 (for a new total not to exceed \$80,000 during the entire term of the agreement), retaining the original term October 31, 2017 through October 31, 2018.

SUMMARY

Approval of the recommendation would allow the Department of Housing and Community Action Programs (Department) to expand the use of the HMIS across the seven county Homeless Continuum of Care (COC) partners.

DISCUSSION

The Redding/Shasta County Homeless Continuum of Care (COC) is an organization consisting of government agencies, non-profits, faith-based groups, and individuals who have an interest in homeless issues. Communities must operate a COC to establish eligibility with the U.S. Department of Housing and Urban Development (HUD) for COC funding.

On October 31, 2017, the County Executive Officer executed the original agreement with Bowman Systems, LLC to purchase fifty (50) licenses. The need for HMIS licenses grew substantially through marketing the program and due to funding requirements by HUD to enter homeless data into an approved HMIS system. Each agency requesting to purchase an HMIS license is required to pay the cost of the license according to a pro-rated schedule (Attachment 4 added via the recommended amendment) and enter into a Personal Services and Sublicense Agreement with Shasta County, through the Department of Housing and Community Action Agency, which expires each year on October 1.

On June 22, 2010, the United States Interagency Council on Homelessness released a comprehensive strategy to address homelessness titled "Opening Doors". This strategy was in response to the 2009 Homeless Emergency Assistance and Rapid

Transition to Housing Act. Consequently, state and federal agencies have linked eligibility for homeless grant funds to community participation in an HMIS. HMIS is an information technology system used for the collection of data on homeless individuals and families who use residential or other homeless services. This data will be used to expand potential services, increase future funding and provide statistics on homeless individuals and families in the CoC region.

ALTERNATIVES

The Board of Supervisors could decline to approve the recommendation. This alternative is not recommended, as HMIS is an important data collection system for homeless services across the region, and the Department would not be able to expand the collection of needed data.

OTHER AGENCY INVOLVEMENT

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

FINANCING

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

ATTACHMENTS:

Description	Upload Date	Description
First Amendment	4/16/2018	First Amendment

**FIRST AMENDMENT TO THE PERSONAL SERVICES AGREEMENT BETWEEN
THE COUNTY OF SHASTA AND BOWMAN SYSTEMS, LLC**

This First Amendment is entered into between the County of Shasta ("County"), a political subdivision of the State of California, and Bowman systems, LLC with offices at 333 Texas St. Ste. 300 Shreveport, LA 71101, licensed to do business in California ("Bowman").

RECITALS

WHEREAS, County and Consultant have previously entered into an agreement on November 1, 2017 to provide a web-based software service known as homeless management information system ("Original Agreement"); and

WHEREAS, County and Consultant desire to amend the Agreement to grant and provide the County with the option to purchase at a prorated price, up to 100 additional limited term, non-exclusive, non-transferable user licenses for ServicePoint software, including the module ClientPoint, ResourcePoint, ActivityPoint, ShelterPoint and SkanPoint, and to increase the amount of compensation payable to Bowman accordingly.

NOW, THEREFORE, the Agreement is amended as follows:

I. Section 2.A.(1) of the Agreement is amended as of the effective date of this First Amendment to read as follows:

Section 2. RESPONSIBILITIES OF BOWMAN.

A. Pursuant to the terms and conditions of this Agreement, Bowman shall:

(1) Grant and provide County with up to 150 limited term, non-exclusive, non-transferable user licenses for ServicePoint software including the modules ClientPoint, ResourcePoint, ActivityPoint, ShelterPoint, and SkanPoint.

II. Section 4.A.(2) of the Agreement is amended as of the effective date of this First Amendment to read as follows:

Section 4. COMPENSATION.

A. Compensation under this Agreement shall be as follows:

(2) County shall purchase and pay Bowman for fifty (50) ServicePoint licenses as follows: an annual ServicePoint reporting user bandwidth fee of \$9.90 per Licensed User for 50 users; an annual ServicePoint reporting basic user license fee of \$57.60 per Licensed User for 48 users; an annual ServicePoint reporting advanced user license fee of \$57.60 per Licensed User for 2 Licensed Users; an annual ServicePoint software maintenance, enhancement, and customer support fee of \$121.50 per Licensed User for 50 users; and an annual ServicePoint user hosting fee of \$211.50 per Licensed User for 50 users. The total amount County shall pay for the annual fees listed with respect to 50 Users listed in Section 4.A.(2) shall be \$20,025.00. County shall have no obligation to purchase any additional licenses or pay any corresponding additional fees for said licenses beyond those 50 licenses set forth in this section 4.A.(2), provided however, that Bowman understands,

consents, and agrees that at County's sole discretion, County may purchase additional licenses for use by non-Shasta County entities and individuals within the Redding/Shasta County Continuum of Care and Dos Rios Continuum of Care. Through October 31, 2018, for each such additional Licensed User County chooses to purchase beyond the first 50, County shall pay to Bowman a prorated license fee according to Attachment 4, entitled, "ServicePoint User License Expansion Pricing," of this Agreement. Attachment 4 is attached and incorporated herein by reference.

III. Section 4.B of the Agreement is amended as of the effective date of this First Amendment to read as follows:

Section 4. COMPENSATION.

- B. The total compensation payable to Bowman by County for the services described in this Agreement shall not exceed eighty-thousand dollars (\$80,000.00).

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
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: _____


INFORMATION TECHNOLOGY APPROVAL

By: Tom Schreiber
Chief Information Officer
4-13-2018

BOWMAN SYSTEMS, LLC.

Date: 4/9/18

By: _____
Stephen Greenburg,
SVP Human and Social Services
Tax I.D.#: 46-1783656

Date: 4-5-18

By: _____
Bob Watkins
Chief Financial Officer



Bowman Systems, L.L.C.
a Mediware Company

11711 West 79th Street, Lenexa, Kansas 66214

Below is a pricing table outlining the pro-rated cost, per license, February 1, 2018 through October 31, 2018 (the end of the current contract year) for Shasta County HMIS.

County of Shasta

Contract Period: October 30, 2017 - October 31, 2018

ServicePoint User License Expansion Pricing

Reporting Basic User License				
Billing Start Date	# Pro-rated Months Charged	\$ per license/month	Total Pro-Rated Price Per Basic License	Total Price Assuming 20 Licenses
1-Feb-18	9	\$33.38	\$300.42	\$6,008.40
1-Mar-18	8	\$33.38	\$267.04	\$5,340.80
1-Apr-18	7	\$33.38	\$233.66	\$4,673.20
1-May-18	6	\$33.38	\$200.28	\$4,005.60
1-Jun-18	5	\$33.38	\$166.90	\$3,338.00
1-Jul-18	4	\$33.38	\$133.52	\$2,670.40
1-Aug-18	3	\$33.38	\$100.14	\$2,002.80
1-Sep-18	2	\$33.38	\$66.76	\$1,335.20
1-Oct-18	1	\$33.38	\$33.38	\$667.60

Reporting Advanced User License				
Billing Start Date	# Pro-rated Months Charged	\$ per license/month	Total Pro-Rated Price Per Premium License	Total Price Assuming 20 Licenses
1-Feb-18	9	\$39.91	\$359.19	\$7,183.80
1-Mar-18	8	\$39.91	\$319.28	\$6,385.60
1-Apr-18	7	\$39.91	\$279.37	\$5,587.40
1-May-18	6	\$39.91	\$239.46	\$4,789.20
1-Jun-18	5	\$39.91	\$199.55	\$3,991.00
1-Jul-18	4	\$39.91	\$159.64	\$3,192.80
1-Aug-18	3	\$39.91	\$119.73	\$2,394.60
1-Sep-18	2	\$39.91	\$79.82	\$1,596.40
1-Oct-18	1	\$39.91	\$39.91	\$798.20

REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS

BOARD MEETING DATE: April 24, 2018

CATEGORY: Consent - Law and Justice-6.

SUBJECT:

Building Lease for Department of Child Support Services.

DEPARTMENT: Child Support Services

Supervisory District No. : All

DEPARTMENT CONTACT: Terri Morelock, Director, (530) 229-8762

STAFF REPORT APPROVED BY: Terri Morelock, Director

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

RECOMMENDATION

Approve and authorize the Chairman to sign a renewal lease agreement with The June Girard Fund Limited Liability Company in the amount of \$48,000 per month (\$1.14 per square foot) for 41,973 square feet of office space located at 2600 Park Marina Drive, Redding, California, for the period July 29, 2018, through June 30, 2028, with three optional three-year extensions with annual adjustments not to exceed +2% or -2%, based on the Consumer Price Index.

SUMMARY

The Department of Child Support Services (DCSS) is currently housed at 2600 Park Marina Drive, Redding. The initial lease was signed May 7, 2002, for 41,973 square feet, at \$1.39 per square foot, with a rent increase of 3.5% on each anniversary date. The rent commencement date was July 29, 2003. With the 3.5% yearly increase, current rent is now at \$2.25 per square foot; FY 17/18 cost of \$1,130,379.12.

DCSS desires to remain at the same location. The new lease negotiated with the Lessor now has rent at \$1.14 per square foot, with an annual cost of \$576,000, with rent adjustments each year on July 1st, not to exceed +2% or -2%, based on the percentage change from April of prior year to April of current year in the U.S. Bureau of Labor Statistics Consumer Price Index for All Urban Consumers for San Francisco-Oakland-San Jose.

DISCUSSION

A rental market analysis was conducted for DCSS in July 2017 by Shasta County Department of Public Works.

The Public Works Department found there was no other available facility meeting the needs of DCSS. DCSS also considered that even if an adequate facility was available, potential building modifications, and move costs to a new location, the prospective lease terms at 2600 Park Marina Drive, Redding, appear substantially less costly with a 10-year-term lease savings of more than \$2,000,000 when compared to leasing another facility. DCSS also considered the additional costs of public works administration and building costs for construction of a new facility. Finally, a new/renewal lease of the current facility would avoid the disruption to customers and DCSS's staff involved with a construction project and/or costly move.

Therefore, DCSS recommends a renewal lease, with new lease terms, for the existing facility.

As noted above, the current lease for Fiscal Year (FY) 17/18 is \$2.25 per square foot; FY 17/18 cost of \$1,130,379.12 The proposed lease is \$1.14 per square foot, an annual cost \$576,000 for FY 18/19, with an annual adjustment of +2% or -2%, based on the Consumer Price Index, as opposed to the current annual increase of 3.5%. This constitutes a potential cost savings in the amount of \$554,379 in FY 18/19.

During DCSS’s 15 years of occupancy, the Lessor has been accessible and quick to respond to building concerns. He is amenable and flexible when coordinating building repairs, mindful of the work done by the department, and the need to remain open to the public. The Lessor has been amenable to minor building modifications necessary to improve business practices and enhance the service DCSS provides to customers.

ALTERNATIVES

The Board may choose not to renew the lease or modify the terms. If the Board chooses to not renew the lease, staff would need to be directed to begin the Request for Proposal (RFP) process to secure office space for DCSS as of July 28, 2018; a very tight timeline. This is not recommended as no other available facilities meet the needs of DCSS. The lease renewal is the most cost-effective option, and the lease renewal would support continuity to customers and staff.

OTHER AGENCY INVOLVEMENT

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

FINANCING

There is no General Fund impact. DCSS is funded 100% by State and Federal funds. Appropriations for the renewal lease were included in the DCSS’s FY 18/19 Requested Budget.

ATTACHMENTS:

Description	Upload Date	Description
Child Support Services - Building Lease	4/11/2018	Child Support Services - Building Lease

REAL PROPERTY LEASE AGREEMENT

THIS LEASE is made between The June Girard Fund Limited Liability Company, a California limited liability company ("Lessor"), and the County of Shasta, a political subdivision of the State of California, ("County") (collectively, the "Parties" and individually a "Party").

Section 1. **PREMISES:**

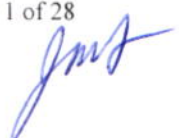
1.1 **Letting.** Lessor hereby leases to County and County hereby leases from Lessor the Premises including rights to parking and the Common Areas as hereinafter specified, for the term, at the rental, and upon all of the terms, covenants, and conditions set forth herein.

1.2 **Premises Description.** Lessor hereby leases to County those premises located at 2600 Park Marina Drive, City of Redding, County of Shasta, California, consisting of approximately 41,973 square feet of office space, and the non-exclusive use of common driveways, sidewalks, and 130 parking spaces (the "Premises"). The Premises are a portion of a building consisting of an approximately 77,000 square foot building (the "Building") and surrounding parking lot located at 2600 Park Marina Drive, City of Redding, County of Shasta, California.

1.3 **Vehicle Parking.** County shall be entitled to the use of 130 parking spaces, of which 40 spaces may be marked as "reserved" for the exclusive use of the County. The County reserves the option to secure the parking spaces, at its cost, at some point if necessary, with a card activated security gate/arm. This parking area will be south of the Building and/or west and southwest of the southwest corner of the Building.

1.4 **Common Areas – Definition.** The term "Common Areas" is defined as all areas and facilities outside of the Building that are provided and designated by the Lessor from time to time for the general non-exclusive use of the Lessor, County, and other tenants and their respective employees, suppliers, shippers, customers, contractors and invitees including, but not limited to, parking areas, loading and unloading areas, trash areas, roadways, walkways, driveways, and landscaped areas.

1.5 **Common Areas – County's Rights.** Lessor grants to County, for the benefit of the County and its employees, suppliers, shippers, customers, contractors, and invitees,



during the term of this Lease, the non-exclusive right to use, in common with others entitled to such use, the Common Areas as they exist from time to time, subject to any rights, powers and privileges reserved by Lessor under the terms hereof or under the terms of any rules and regulations or restrictions governing the use of the Common Areas. Under no circumstances shall the right herein granted to use the Common Areas be deemed to include the right to store any property, temporarily or permanently, in the Common Areas without the prior written consent of Lessor.

1.6 **Common Areas – Rules and Regulations.** Lessor shall have the exclusive control and management of the Common Areas and shall have the right, from time to time, to establish, modify, amend, and enforce reasonable rules and regulations for the management, safety, care, and cleanliness of the grounds, the parking and unloading of vehicles, and the preservation of good order, as well as for the convenience of other occupants or tenants of the Building and their invitees. County agrees to abide by and conform to all such rules and regulations, and to cause its employees, suppliers, shippers, customers, contractors, and invitees to so abide and conform.

1.7 **Common Areas – Changes.** Lessor shall have the right, in Lessor's sole discretion, from time to time:

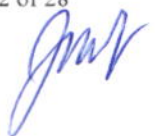
1.7.1 To make changes to the Common Areas, including without limitation, changes in the location, size, shape, and number of driveways, entrances, parking areas, loading and unloading areas, ingress, egress, direction of traffic, landscaped areas, walkways, and utility raceways;

1.7.2 To close temporarily any of the Common Areas for maintenance purposes so long as reasonable access to the Premises remains available;

1.7.3 To designate other land outside the boundaries of the Premises to be a part of the Common Areas;

1.7.4 To add additional buildings and improvements to the Common Areas;

1.7.5 To use the Common Areas while engaged in making additional improvements, repairs, or alterations to the Premises, or any part thereof;



1.7.6 To do and perform such other acts and make such other changes in, to, or with respect to the Common Areas and Premises as Lessor may, in the exercise of sound business judgment, deem to be appropriate.

Section 2. **TERM AND TERMINATION:**

2.1 **Initial Term.** The Premises are leased for an initial term commencing July 29, 2018, and ending June 30, 2028, or such earlier date as this Lease may terminate as provided in this Lease, except that if the termination date falls on a Sunday or a holiday, then this Lease shall end at 12:00 o'clock noon on the business day next preceding that day.

2.2 **Options to Extend Term.** At the expiration of the initial term of this Lease, if County is not in default, County shall have three options to extend this Lease for additional three-year periods on the same terms and conditions as the initial term. The exercise of any option shall be by written notice to Lessor not less than 120 days prior to the end date of this Lease or any option period. The written notice to Lessor for this purpose may be signed by the County Executive Officer.

2.3 **Holding Over.** Any holding over shall be on a month-to-month tenancy at the then rental price, and all other provisions of this Lease shall remain in full force and effect on a month-to-month tenancy unless and until either Party gives 60-days' written notice to the other, and County's tenancy shall terminate 60 days following the last day of the month in which such notice is given.

2.4 **Fiscal Termination.** County is a public entity. Lessor acknowledges and agrees that the obligation of County to pay rent under this Lease is contingent upon the availability of County funds which are appropriated or allocated by County's Board of Supervisors for the payment of rent. Should the funding for the intended use of the Premises cease, be materially decreased, or otherwise not available or not be appropriated or allocated by the Board of Supervisors during the term of this Lease, County may terminate this Lease by furnishing at least 90-days' written notice of its intention to vacate. In no event, shall Lessor be entitled to a remedy of acceleration of the total rent payments due over the term of this Lease. The Parties acknowledge and agree that the power to terminate described in this section is required by Article 16, section



18, of the California Constitution, and that that constitutional provision supersedes any law, rule, regulation, or statute which conflicts with the provisions of this subsection.

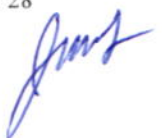
2.5 **Termination Due to Contamination.** Notwithstanding any other provision of this Lease, County shall have the right to terminate this Lease should problems with asbestos, lead, mold, fungus, or other contamination arise which would cause County to expend funds to eliminate the problems in order to continue its tenancy. County shall have no liability for any repairs occasioned by asbestos, lead, mold, fungus, or other contamination problems, and has the option to terminate this Lease should County reasonably determine that any such problem exists which the Lessor has been given written notice and Lessor has not cured the problem within thirty days of having received such notice, or, if having commenced said cure, Lessor does not diligently pursue it to completion.

Section 3. **RENT:**

3.1 **Rent.**

3.1.1 The monthly rent to be paid by County for the initial term and any extensions of this Lease shall be as follows:

- i. July 29, 2018, through July 31, 2018, \$4,645.
- ii. August 1, 2018, through June 30, 2019, \$48,000 per month.
- iii. July 1, 2019, through June 30, 2028: \$48,000 per month, with adjustment each year on July 1st, not to exceed +2% or -2%, based on the percentage change from April of prior year to April of current year in the U.S. Bureau of Labor Statistics, Consumer Price Index (CPI) for All Urban Consumers (CPI-U) for San Francisco-Oakland-San Jose ("Report").
- iv. For the first option provided in section 2.2 of this Lease (July 1, 2028, through June 30, 2031), if exercised by County: Rent as of June 30, 2028, plus an annual increase or decrease effective each July 1st, not to exceed +2% or -2%, based on the percentage change from April of prior year to April of current year in the Report.



- v. For the second option provided in Section 2.2 of this Lease (July 1, 2031, through June 30, 2034), if exercised by County: Rent as of June 30, 2031, plus an annual increase or decrease effective each July 1st, not to exceed +2% or -2%, based on the percentage change from April of prior year to April of current year in the Report.
- vi. For the third option provided in Section 2.2 of this Lease (July 1, 2034, through June 30, 2037), if exercised by County: Rent as of June 30, 2034, plus an annual increase or decrease effective each July 1st, not to exceed +2% or -2%, based on the percentage change from April of prior year to April of current year in the Report.

3.1.2 Rent shall be paid monthly on or before the 1st County business day of each month via automated clearing house ("ACH") in accordance with the provisions of a validly executed ACH Direct Deposit Authorization form that has been delivered to County's Auditor-Controller.

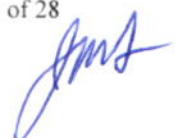
3.2 **Prorated Rent.** Unless otherwise specified, if the term begins (or ends) on other than the first (or last) day of the calendar month, the rent payment for the partial month shall be prorated on a per diem basis based upon the number of days of occupancy during the month.

Section 4. **USE OF PREMISES:**

County shall use and occupy the Premises for the purpose of conducting general County business. The Premises shall be used for no other purpose without the written consent of Lessor. Such consent shall not be unreasonably withheld.

Section 5. **SERVICES AND UTILITIES:**

5.1 **County's Obligations.** County shall pay all charges (together with any taxes thereon) for electricity, gas, water, sewer, telephone, computer network access, alarm monitoring, security, trash/garbage removal, and other utilities and services associated with the interior of the Premises. Notwithstanding the previous sentence, utilities used by or provided to the Common Areas shall be separately metered and all costs of such utilities shall be paid by the



Lessor. Security guard service or security patrol that the County may require shall be the County's sole responsibility and cost.

5.2 **Lessor's Obligations.** Lessor shall pay all charges for Common Areas maintenance and all costs associated with real property taxes on the Premises.

5.3 **Government Restrictions.** In the event of imposition of federal, state, or local government controls, rules, regulations, or restrictions on the use or consumption of energy or other utilities during the term of this Lease, both Lessor and County shall be bound thereby. Any costs associated with compliance shall be paid by the Lessor unless such costs are directly related to the conduct of County's business within the interior of the Premises.

Section 6. **MAINTENANCE AND REPAIRS:**

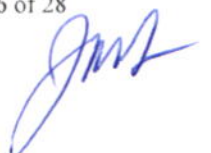
6.1 **Lessor's Obligations.**

6.1.1 Lessor may, upon reasonable notice to County's Department of Child Support Services' ("DCSS") Director, or his/her designee, enter and inspect the Premises at reasonable times to render maintenance services or make any necessary repairs to the Premises.

6.1.2 Lessor shall provide and maintain in good repair and tenantable condition, at Lessor's own cost, the exterior of the Premises, together with appurtenances, rights, privileges, and easements belonging or appertaining thereto including, but not limited to, the following: landscaping, building structural integrity, paving, parking lots, parking lot striping, fencing, irrigation systems, walks, roof, gutters, downspouts, exterior walls, exterior doors, exterior door handles, windows, exterior building including, but not limited to, exterior lighting, and other outside elements of the Premises. Lessor shall also provide for maintenance of common use of driveways, sidewalks, and common use public parking spaces.

6.1.3 Lessor shall provide and maintain in good repair and tenantable condition, at Lessor's own cost, interior structural components including, but not limited to, stairways, handrails, ceilings, doors, door handles, fire sprinkler systems, fire alarm systems, and walls.

6.1.4 Lessor shall pay the costs of ordinary and routine maintenance and any repairs and/or replacement of the plumbing systems and fixtures, hot water heater, electrical systems and fixtures, and heating, ventilation and air conditioning (HVAC) systems and any other installed systems used for heating or cooling or ventilation. Lessor shall schedule and pay for



annual HVAC inspections. Lessor shall provide County HVAC maintenance records quarterly. Lessor shall replace HVAC filters no less frequently than every 90 days. Maintenance of equipment shall include, but is not limited to, furnishing and replacing ventilating equipment filter pads.

6.1.5 Lessor shall repair or replace any flooring and repaint Premises when it is degraded by wear and tear. If the Lessor replaces any flooring at the Premises, Lessor shall give County the option to choose the color. If the Lessor replaces the flooring, Lessor shall provide email notice to County's DCSS Director, or his/her designee, prior to scheduling any replacement of flooring and shall schedule work in a manner that is least disruptive to County operations as possible, as determined by County. Lessor shall comply with any security or privacy directives of County.

6.1.6 Lessor shall provide all exterior pest control services.

6.1.7 Lessor shall, at Lessor's own cost, promptly make repairs to areas of water intrusion and replace any building materials that show signs of current or previous water intrusion.

6.1.8 Lessor is responsible for repairs or maintenance to the Premises which are caused by Lessor, or its agents, employees, contractors or others entering the Premises on Lessor's behalf including, but not limited to, for the purpose of performing the work described in section 7.2 of this Lease and/or other maintenance and repairs.

6.1.9 Lessor and its agents, employees, contractors, and others shall have the right to enter the Premises at any time in the case of an emergency, and otherwise during business hours to provide maintenance and make such alterations, repairs, improvements, or additions to the Premises as Lessor may deem necessary, provided that such right shall not be exercised in such a manner as to unreasonably interfere with any business conducted by County. Lessor and its agents shall have the right to enter the Premises at reasonable times by appointment to show the same to prospective purchasers, lenders, or tenants. If Lessor, or its employees, contractors, or others are at the Premises on Lessor's behalf after County's regular business hours, a DCSS employee must be present and will be responsible for securing the Premises including, but not limited to, locking doors and alarming the security system. In the event of an emergency, Lessor, or its employees, contractors, or others may enter the interior of the Premises; County's DCSS Director or his/her designee must be notified within 15 minutes of such entry.



6.1.10 Lessor will replace the carpet (except for the training, fair hearing, law library, and Shasta conference rooms) within three months of the execution of this Lease.

6.2 County's Obligations.

6.2.1 County shall furnish at County's sole expense all electric light bulbs and/or tubes, and ballasts, as required, and repair broken window glass.

6.2.2 County shall, at County's own expense and at all times, maintain the interior of the Premises in good and safe condition. Except as provided in section 6.1, County shall be responsible for repairs or maintenance to the Premises which are caused by County, or its employees, contractors, or others entering the Premises on County's behalf.

6.2.3 County shall repair at its own expense any damage to the Premises caused by, or in connection with, the removal of any articles of personal property, business or trade fixtures, machinery, equipment, furniture, movable partitions, or improvements, or additions, including without limitation thereto, repairing damage to the floor and patching the walls.

6.2.4 County shall give Lessor prompt notice of any damage to or defective condition in any part or appurtenance of the hot water heater or the mechanical, electrical, plumbing, HVAC, or other systems serving, located in, or passing through the Premises, including notice of any water intrusion. If, after notice from County, Lessor does not commence making repairs within 48 hours, County may cause the repairs to be made and deduct the cost of the repairs from the rent.

6.2.5 County shall be allowed to re-key all locks serving the Premises at its sole cost and discretion. In the event of such re-keying, County shall provide Lessor a key within five working days. In the event County does not provide Lessor a key, County shall be responsible for any damage caused by entry during an emergency when such damage is caused by Lessor's lack of a key.

6.2.6 County shall be allowed to change any or all security alarm codes on the Premises. County may provide a security alarm code to Lessor upon the effective date of this Lease for the purpose of emergency access by Lessor. Lessor shall keep the alarm code secure.

6.2.7 County shall furnish at County's sole expense all janitorial and cleaning services and supplies.



6.3 Compliance with Law.

6.3.1 Lessor and County shall each do all acts required to comply with all applicable laws, ordinances, regulations, and rules of any public authority relating to their respective maintenance obligations as set forth herein. Any costs associated with compliance shall be paid by Lessor unless such costs are directly related to the conduct of County's business within the Premises.

6.3.2 Lessor represents that the Premises are compliant with the Americans with Disabilities Act (42 U.S.C. section 12101) and its related regulations, and the Fair Employment and Housing Act (Gov. Code section 12940), and Title 24 of the California Code of Regulations. Lessor's obligation as set forth in Section 9.2 herein shall include the obligation to indemnify, defend, and hold County harmless from any and all claims or actions arising from violations of the Americans with Disabilities Act or the Fair Employment and Housing Act.

6.3.3 As required by California Civil Code section 1938, Lessor represents that the Premises have not undergone inspection by a Certified Access Specialist (CASp). A CASp can inspect the subject Premises and determine whether the subject Premises comply with all of the applicable construction-related accessibility standards under state law. Although state law does not require a CASp inspection of the subject Premises, the commercial property owner or Lessor may not prohibit the County or tenant from obtaining a CASp inspection of the subject Premises for the occupancy or potential occupancy of the County or tenant, if requested by the County or tenant. The Parties shall mutually agree on the arrangements for the time and manner of the CASp inspection, the payment of the fee for the CASp inspection, and the cost of making any repairs necessary to correct violations of construction-related accessibility standards within the Premises.

Section 7. **ALTERATIONS:**

7.1 Alterations by County.

7.1.1 **Communication and Telecommunication Alterations.** County, at its own cost, may install in the Premises the equipment needed for telecommunication systems and computer terminals including, but not limited to, telephone cable, key system units, intercom systems, telephones, answering machines, security systems, computer cabling, and additional fan(s) or cooling system(s) for hardware such as servers and computers.

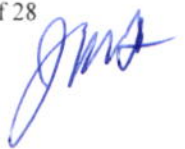


7.1.2 **Signage.** County shall have the right to erect and maintain on the Premises signs that comply with the City of Redding's sign ordinance. Lessor shall make available signage opportunities to County such as are available to other tenants. Lessor shall cooperate with County in obtaining any variances from restrictions placed on the use of signs by local authorities.

7.1.3 **Security and Safety Alterations.** County, at its own cost, may install, and repair and/or replace as needed, in the Premises the equipment needed for security systems including, but not limited to, burglar/intruder alarm systems (may include infrared motion sensors, glass break sensors, and door sensors), panic button systems (including, but not limited to, transmitters, receivers, buttons), fire alarm systems, fire extinguishers, and manual and/or electronic access systems, including, but not limited to, proximity badge and/or biometric access systems.

7.1.4 **Other Alterations by County.** Except as specifically permitted by subsections 7.1.1, 7.1.2, and 7.1.3 above, County, with Lessor's written consent, which shall not be unreasonably withheld, may make any alterations to the Premises, or any part of the Premises, that County deems appropriate and necessary. Written consent by Lessor may be provided via facsimile or email with original to follow. Written consent by Lessor for this purpose may be executed simultaneously in one or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

7.1.5 **End of Lease.** All improvements made by County to the Premises that are attached to the Premises so that they cannot be removed without material injury to the Premises shall become the property of Lessor upon installation, and County shall have no obligation or liability for removal of such improvements. Not later than the last day of the term of this Lease, County shall, at County's expense, remove all of County's personal property and those improvements made by County which have not become the property of Lessor, including trade fixtures, cabinet work, moveable paneling, partitions and the like; repair all damage resulting from the installation or removal of such property and improvements; surrender the Premises in as good order, condition, or repair as they were in at the beginning of the term, except for reasonable use and wear thereof, and damage by fire, the elements, casualty, act of God or other cause not due to the misuse or neglect of County or County's officers, agents, employees, or visitors; and remove at County's expense any signs, notices, or displays placed or installed by County.



7.2 Alterations by Lessor.

7.2.1 Compliance with Law; Testing. During the term of this Lease, and any options thereof, should Lessor make any modifications or alterations to the Premises, modifications or alterations shall comply with the California Building Code, local building codes, Americans with Disabilities Act (ADA) regulations, and all other applicable laws and regulations. The Lessor shall pay the costs and shall take samples and test, by an accrediting laboratory, all building materials subject to remodel, modifications, or repair for asbestos and lead in paint content prior to performing the work. The laboratory test report shall be provided to County prior to commencement of the work. In the event asbestos and/or lead in paint is found in building materials that will be disturbed in the course of remodeling, modifications, or repair, the Lessor shall pay the costs and handle the materials as per the California Code of Regulations, local codes, Federal Environmental Protection Agency regulations, and all other applicable laws and regulations.

7.2.2 Prevailing Wages. Lessor shall, and shall require any party performing any work that constitutes a public works project as defined by California law including, but not limited to, construction, improvement, demolition, alteration, renovation, or repair of a publicly-leased or operated building or structure, to comply with all provisions of California law regarding construction that constitutes a public works project. Any agreement between Lessor and a third party for work that constitutes a public works project shall include the following provision:

Contractor shall pay, and shall require any subcontractor to pay, not less than the specified prevailing rates of per diem wages to all laborers, workers, and mechanics employed by them in the execution of this Contract in accordance with the provisions of Article 2 (commencing with section 1770) of Chapter 1 of Part 7 of Division 2 of the Labor Code. Copies of the prevailing rate of per diem wages are on file at Shasta County's Department of Public Works, located at 1855 Placer Street, Redding, California, and are available to Contractor upon request. Contractor shall also pay, and shall require each subcontractor to pay, travel and subsistence payments to each laborer, worker, and mechanic needed to execute the work.

By this notice, Lessor is also informed that Public Contract Code section 22002 et seq. applies to work performed pursuant to this Lease. In addition to any other indemnification provision of this Lease, Lessor shall indemnify and hold County harmless from and defend County against any and



all claims of liability for any failure by Lessor arising in part or in whole from Lessor's or its agents, contractors, or employees' failure to comply with the duties proscribed by this section.

Section 8. **ASSIGNMENT AND SUBLETTING:**

8.1 **Lessor's Consent Required.** County shall not Lease or sublet said Premises, or any part thereof, or any right or privilege appurtenant thereto, without the written consent of Lessor, which consent shall not be unreasonably withheld. Notwithstanding the previous sentence, Lessor acknowledges that there is currently a sublet of a portion of the Premises to the Shasta County Superior Court and hereby consents to County continuing to sublet a portion of the Premises to the Shasta County Superior Court. Consent to one assignment or subletting shall not be construed as consent to any subsequent assignment or subletting. Unless such consent has been obtained, any assignment or transfer, or attempted assignment or transfer of this Lease, or of any interest therein, or subletting, either by voluntary or involuntary act of County, or by operation of law or otherwise, shall, at the option of Lessor, terminate this Lease, and any such purported assignment, transfer, or subletting without such consent shall be null and void.

8.2 **Release of County.** County shall not assign this Lease, or any interest therein, without the written consent of Lessor, which consent is at the Lessor's sole discretion. In the event of an assignment of this Lease, which is approved by Lessor, whereby such successor in interest agrees to be bound by all the terms, covenants, and conditions of this Lease, County shall be relieved from all obligations and liabilities occurring thereafter on the part of the new tenant.

Section 9. **INDEMNITY:**

9.1 **County's Indemnification.** County shall indemnify and hold Lessor harmless from and defend Lessor against any and all claims of liability for any injury, death, or damage to any person or property occurring in or on the Premises when such injury, death, or damage is caused in part or in whole by the neglect, fault, or omission of any duty with respect to the same by County, its agents, contractors, or employees. County shall further indemnify and hold Lessor harmless from and against any and all claims arising from any breach or default in the performance of any obligation on County's part to be performed under the terms of this Lease, or arising from any negligence or wrongdoing of County or any of its elected officials, officers, employees, agents, and volunteers and from and against all costs, attorney's fees, expenses, and



liabilities incurred in the defense of any such claim or any action or proceeding brought thereon. If an action or proceeding is brought against Lessor by reason of any such claim, County, upon notice from Lessor, shall defend the same at County's expense provided, however, that County shall not be required to defend nor be liable for damage, injury, or death occasioned by the active or passive negligence or intentional acts of Lessor or its agents, contractors, or employees. Lessor shall provide notice to County within 10 days of receipt or notice of any claim.

9.2 **Lessor's Indemnification.** Lessor shall indemnify and hold County, its elected officials, officers, employees, agents, and volunteers harmless from and defend County against any and all claims of liability for any injury, death, or damage to any person or property occurring in, on, or about the Premises when such injury, death, or damage is caused in part or in whole by the neglect, fault, or omission of any duty with respect to the same by Lessor, its agents, contractors, or employees. Lessor shall further indemnify and hold County, its elected officials, officers, employees, agents, and volunteers harmless from and against any and all claims arising from any breach or default in the performance of any obligation on Lessor's part to be performed under the terms of this Lease, or arising from any negligence or wrongdoing of Lessor, or any of its agents, contractors, or employees and from and against all costs, attorney's fees (including fees of County Counsel), expenses, and liabilities incurred in the defense of any such claim or any action or proceeding brought thereon. If an action or proceeding is brought against County by reason of any such claim, Lessor, upon notice from County, shall defend the same at Lessor's expense provided, however, that Lessor shall not be liable for damage or injury occasioned by the active or passive negligence or intentional acts of County or its agents or employees. County shall be required to provide notice to the Lessor within 10 days of receipt or notice of any claim.

Section 10. **INSURANCE:**

10.1 Lessor shall maintain throughout the term of this Lease and any extension of the term, fire and extended coverage insurance to protect Lessor's interest in the Premises and all common areas, and provide evidence of insurance to County.

10.2 Without limiting Lessor's duties of defense and indemnification, Lessor shall also obtain, from an insurance carrier authorized to transact business in the State of California, and maintain during the term of this Lease and any extension of this Lease, Commercial



General Liability Insurance for the building and Premises of not less than One Million Dollars (\$1,000,000); such insurance shall be primary and non-contributory with the County's coverage.

10.2.1 Any deductible or self-insured retention exceeding \$25,000 for Lessor shall be disclosed to and be subject to approval by the County Risk Manager prior to the effective date of this Lease.

10.2.2 Lessor shall provide County an endorsement or amendment to Lessor's policy of insurance as evidence of insurance protection before the effective date of this Lease. The endorsement or amendment shall name County, its elected officials, officers, employees, agents, and volunteers as additional insureds. In the event that coverage is reduced or canceled, a notice of said reduction or cancellation shall be provided to County within 24 hours. If the endorsement or amendment does not reflect the limits of liability provided by the policy, Lessor shall also provide County a certificate of insurance reflecting those limits.

10.2.3 The insurance coverage required by this Lease shall be in effect at all times during the term of this Lease. In the event any insurance coverage expires at any time during the term of this Lease, Lessor shall provide, at least 20 days prior to said expiration date, a new endorsement or policy amendment evidencing insurance coverage as provided for herein for not less than the remainder of the term of this Lease or for a period of not less than one year. In the event Lessor fails to keep in effect at all times insurance coverage as herein provided and a renewal endorsement or policy amendment is not provided within 30 days of the expiration of the endorsement or policy amendment in effect at inception of this Lease, County may exercise its remedies as per Section 13.

10.3 All insurance policies (or self-insurance) carried by either Party covering the Premises, including, but not limited to, contents, fire, and casualty insurance, shall expressly waive any right on the part of the insurer against the other Party. Neither Party, nor its agents, employees, or guests, shall be liable to the other for loss or damage covered by such insurance, provided such policies shall be obtainable, and the Parties waive all rights of subrogation in this regard.

10.4 County shall maintain throughout the term of this Lease and any extension of this Lease Commercial General Liability insurance (or self-insurance) for its operation, use, occupancy, and maintenance of the Premises and all areas appurtenant thereto. The amount of such insurance shall not be less than One Million Dollars (\$1,000,000), name Lessor as an



additional insured, and be primary and noncontributory with the Lessor's insurance. In addition, County shall maintain Workers' Compensation and Employers' Liability insurance (or self-insurance) covering its employees. County shall provide evidence of required coverage to Lessor.

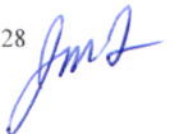
10.5 County shall maintain throughout the term of this Lease and any extension of this Lease fire and extended coverage insurance (or self-insurance) insuring its property including improvements, alterations, furniture, fixtures, equipment, inventory, business records, and other personal property owned or installed in the Premises. County shall provide evidence of required coverage to Lessor.

Section 11. **DAMAGE OR DESTRUCTION:**

In the event of any significant damage to or any destruction of the Premises, or any portion of the Premises, at any time during the term or extended term of this Lease, Lessor will promptly repair, replace, restore, and renew the good condition, order, and repair of the Premises. Lessor or County may, in writing delivered to the other Party within 30 days after major damage or destruction, terminate this Lease as of the date of the major damage or destruction if the repair, replacement, restoration, or renewal would likely require more than 3 months to complete or if it occurs within the final 12 months of the term. During the period of any such repair, replacement, restoration, or renewal, the obligation of County to pay rent will be abated to the extent the Premises are effectively rendered unfit for their intended use by County as a result of such damage or destruction.

Section 12. **EMINENT DOMAIN:**

If all or a significant part of the Premises are taken or appropriated for public or quasi-public use by right of eminent domain with or without litigation or transferred by agreement in connection with such public or quasi-public use, either party shall have the right, at its option, exercisable within 30 days of receipt of notice of such taking, to terminate this Lease as of the date possession is taken by the condemning authority. For purposes of the preceding sentence, significant part of the Premises is defined as a taking or appropriation that has a significant negative impact on the County's ability to use the premises for its intended purpose. In the event of a partial taking which does not result in a termination of this Lease, rent shall be abated in the proportion which the part of the Premises made unusable bears to the rented area of the Premises immediately



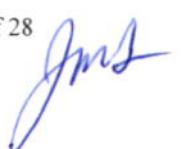
prior to the taking. All consideration, compensation, damages, income, rent, awards, relocation expenses, and interest that may be paid or made in connection with any taking will be divided between the Parties as their respective interests may appear as determined by the condemning authority.

Section 13. **DEFAULT; BREACH; REMEDIES:**

13.1 **Default or Breach.** If either the Lessor or County fails to comply with any of the material provisions of this Lease, notice of such default shall be served on the defaulting Party and the defaulting Party shall have 10 days if monetary, 30 days if not monetary, from receipt of the notice of default to cure said breach.

13.2 **Remedies — Lessor.** In the event the default is not cured within the 10-day or 30-day period, as applicable, Lessor may, at its option, perform such duty or obligation on County's behalf, including, but not limited to, the obtaining of reasonably required insurance policies, or governmental licenses, permits, or approvals. The cost and expense of any such performance by Lessor shall be due and payable by County upon receipt of invoice therefor. Alternatively, Lessor may, with or without further notice or demand, and without limiting Lessor in the exercise of any right or remedy that Lessor may have by reason of such breach:

13.2.1 Terminate County's right to possession of the Premises by any lawful means, in which case this Lease shall terminate and County shall immediately surrender possession of the Premises to Lessor. In such event, Lessor shall be entitled to recover from County: (i) the unpaid rent which has been earned at the time of termination; (ii) the worth at the time of award of the amount by which the unpaid rent which would have been earned after termination until the time of award exceeds the amount of such rental loss that the County proves could have been reasonably avoided; (iii) the worth at the time of award of the amount by which the unpaid rent for the balance of the term after the time of award exceeds the amount of such rental loss that the County proves could have been reasonably avoided, which worth at the time of award shall be computed by discounting such amount at the discount rate of the Federal Reserve Bank of the District within which the Premises are located at the time of the award plus one percent; and (iv) any other amount necessary to compensate Lessor for all the detriment proximately caused by the County's failure to perform its obligations under this Lease or in the ordinary course of things would be likely to result therefrom, including, but not limited to, the cost of recovering possession of the Premises, expenses of re-letting, including necessary renovation and alteration of the



Premises, reasonable attorney's fees, and that portion of any leasing commission paid by Lessor in connection with this Lease applicable to the unexpired term of this Lease. Efforts by Lessor to mitigate damages caused by County's breach of this Lease shall not waive Lessor's right to recover damages hereunder. If termination of this Lease is obtained through the provisional remedy of unlawful detainer, Lessor shall have the right to recover in such proceeding any unpaid rent and damages as are recoverable therein, or Lessor may reserve the right to recover all or any part thereof in a separate suit. If a notice and grace period required under Paragraph 13.1 was not previously given, a notice to pay rent or quit, or to perform or quit given to County under the unlawful detainer statute shall also constitute the notice required by Paragraph 13.1. In such case, applicable grace period required by Paragraph 13.1 shall not pertain and the failure of County to cure the default within the period required by the unlawful detainer statute shall constitute both an unlawful detainer and a breach of this Lease entitling Lessor to the remedies provided for in this Lease and/or by said statute.

13.2.2 Continue the Lease and County's right to possession and recover the rent as it becomes due, in which event County may sublet, subject only to reasonable limitations. Acts of maintenance, efforts to re-let, and/or the appointment of a receiver to protect the Lessor's interest shall not constitute a termination of the County's right to possession.

13.2.3 Pursue any other remedy now or hereafter available under law. The expiration or termination of this Lease and/or the termination of County's right to possession shall not relieve County from liability under any indemnity provision of this Lease as to matters occurring or accruing during the term hereof or by reason of County's occupancy of the Premises.

13.3 **Remedies — County.** In the event the default is not cured within the 30-day period, or if having commenced said cure they do not diligently pursue it to completion, then County may elect to cure said breach at County's expense and offset an equal amount from the rent payable pursuant to this Lease. County shall document the cost of said cure and supply said documentation to Lessor. If Lessor does not cure the default within 60 days, or if said cure is not being diligently pursued to its completion within that time period, County may terminate this Lease without any further obligation. In addition to the remedies provided in this section 13.3, County is entitled to pursue any other remedies available to it by law.



Section 14. **NOTICES:**

Unless otherwise provided, notices required by law or by this Lease to be given to either Party shall be in writing and may be given personally or by depositing the same in the United States mail, postage prepaid, and addressed to either Party as set forth below or at such other address as a Party specifies in writing. If notice is mailed, notice shall be deemed to have been given three business days after mailing. When oral notice is authorized by this Lease, it shall be deemed to be effective immediately. Unless otherwise stated in this Lease, any written or oral notices on behalf of County as provided for in this Lease may be executed and/or exercised by the County Executive Officer.

If to Lessor: Jonathan M. Girard, Manager
The June Girard Fund Limited Liability Company
16911 Avenida de Santa Ynez
Pacific Palisades, CA 90272
Phone: (310) 890-1999

If to County: County Executive Officer
Shasta County Administrative Office
1450 Court Street, Suite 308A
Redding, CA 96001-1680
Phone: (530) 225-5561
Fax: (530) 229-8238

Copy to: Terri Morelock, Director
Shasta County Child Support Services
2600 Park Marina Drive
Redding, CA 96001
Office: (530) 229-8896
Fax: (530) 225-5458

Section 15. **GOVERNING LAW:**

All questions with respect to construction of this Lease and the rights and liabilities of the parties hereto shall be governed by the laws of the State of California. Any dispute arising hereunder or relating to this Lease shall be litigated in the State of California and venue shall lie in the County of Shasta.

Section 16. **INUREMENT:**

Subject to the restrictions on assignments as herein contained, this Lease shall inure to the benefit of, and shall be binding upon, the assigns, successors in interest, personal representatives, estates, and heirs of the respective Parties hereto.

Section 17. **ENTIRE AGREEMENT:**

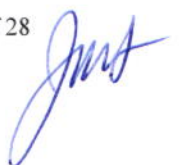
This instrument along with any exhibits or attachments hereto constitutes the entire Lease between Lessor and County relative to the Premises. This Lease and any exhibits or attachments may be altered, amended, or revoked only by an instrument in writing signed by both Lessor and County. Lessor and County agree that all prior or contemporaneous oral agreements between their agents or representatives relative to the leasing of the Premises are written into or revoked by this Lease. If any provision contained in an exhibit or attachment to this Lease is inconsistent with any other provision herein, the provision contained in the exhibit or attachment shall control, unless otherwise provided in the exhibit or attachment.

Section 18. **ATTORNEY'S FEES:**

If any legal action is brought by either Party for the enforcement or interpretation of this Lease, for remedy due to its breach, for recovery of the Premises, or in any other way arising from the terms of this Lease, the prevailing Party shall be entitled to recover reasonable attorney fees (including fees of County Counsel), costs, and other litigation expenses which shall become a part of any judgment in the action.

Section 19. **ACCESS TO RECORDS/RECORDS RETENTION:**

19.1 **CalOSHA Records Retention.** Section 5142 of Title 8 of the California Code of Regulations titled "Mechanically Driven Heating, Ventilating and Air Conditioning (HVAC) Systems to Provide Minimum Building Ventilation" requires Lessor to provide to County quarterly HVAC maintenance and annual HVAC inspection records. Lessor's HVAC maintenance and inspection records must be maintained by Lessor for five years after the termination of this Lease and shall be made available to the County and/or to CalOSHA inspectors by Lessor upon request within 48 hours of written or verbal notification from the County.



19.2 **General Records Retention.** County, federal, and state officials shall have access to any books, documents, papers, and records of Lessor which are directly pertinent to the subject matter of this Lease for the purpose of auditing or examining the activities of Lessor or County. Except where longer retention is required by federal or state law, Lessor shall maintain all records for five years after County makes the final Lease payment thereunder.

Section 20. **PROPERTY TAXES:**

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

Section 21. **ESTOPPEL CERTIFICATES:**

21.1 Each Party (as "Responding Party") shall within 10 days after written notice from the other Party (the "Requesting Party") execute, acknowledge, and deliver to the Requesting Party a statement in writing in form similar to the then most current "Estoppel Certificate" form published by the American Industrial Real Estate Association, plus such additional information, confirmation, and/or statements as may be reasonably requested by the Requesting Party.

21.2 If the Responding Party shall fail to execute or deliver the Estoppel Certificate within such 10-day period, the Requesting Party may execute an Estoppel Certificate stating that: (a) the Lease is in full force and effect without modification except as may be represented by the Requesting Party, (b) there are no uncured defaults in the Requesting Party's performance, and (c) if Lessor is the Requesting Party, not more than one month's rent has been paid in advance. Prospective purchasers and encumbrances may rely upon the Requesting Party's Estoppel Certificate, and the Responding Party shall be estopped from denying the truth of the facts contained in said Certificate.

21.3 If Lessor desires to finance, refinance, or sell the Premises, or any part thereof, County shall deliver to any potential lender or purchaser designated by Lessor such financial statements as may be reasonably required by such lender or purchaser, including, but not limited to, County's financial statements for the past three years. All such financial statements



shall be received by Lessor and such lender or purchaser in confidence and shall be used only for the purposes set forth.

21.4 The DCSS Director, or his/her designee, is authorized to execute an Estoppel Certificate requested pursuant to this Section 21.

Section 22. **CONFIDENTIALITY:**

This Lease is for Lessor to provide the Premises to County. Should customer personally identifiable information (PII) become known to Lessor, the following confidentiality rules shall apply:

22.1 Lessor shall comply with, and require all of Lessor's employees, contractors, volunteers, agents, and officers to comply with, all applicable laws pertaining to the confidentiality of documents or data in whatever form and all the provisions 26 U.S.C. sections 7213 and 7213A (Unauthorized Disclosure of Information) and 26 U.S.C. section 7431 (Civil Damages for Unauthorized Disclosure of Returns and Return Information).

22.2 Lessor shall ensure all of Lessor's employees, contractors, volunteers, agents, and officers comply with the above provisions, and shall inform all of Lessor's employees, contractors, agents, and officers that any person knowingly and intentionally violating such provisions is guilty of a misdemeanor.

22.3 Lessor shall preserve the confidentiality of and not disclose any confidential or proprietary information to any third party without the express written consent of County or as required by law. This provision shall survive the termination, expiration, or cancellation of this Lease.

Section 23. **SAFEGUARD OF INFORMATION:**

23.1 In performance of this contract, Lessor will not be given access to federal tax information (FTI). However, inadvertent or incidental access to FTI may occur. It is incumbent upon the Lessor to inform its officers, employees, and subcontractors of the provisions of 26 U.S.C. sections 7213 and 721A (Unauthorized Disclosure of Information) and 26 U.S.C. section 7431 (Civil Damages for Unauthorized Disclosure of Returns and Return Information). Willful unauthorized disclosure of returns and return information is a felony punishable upon conviction by a fine of as much as \$5,000 or imprisonment for as long as five years, or both, together with the costs of prosecution. Willful unauthorized disclosure of returns and return information may also result in an award of civil damages against the officer,



employee, or subcontractor in an amount not less than \$1,000 with respect to each instance of unauthorized disclosure. These penalties are set forth at 26 CFR 301.6103(n) 1.

23.2 Lessor to inform its officers, employees, and subcontractors of the penalties for improper disclosure imposed by the Privacy Act of 1974, 5 U.S.C. section 552a. Specifically, 5 U.S.C. section 552a(i)(1), which is made applicable to contractors by 5 U.S.C. section 552a(m)(1), provides that any officer or employee of a contractor, who by virtue of his/her employment or official position, has possession of or access to agency records which contain individually identifiable information, the disclosure of which is prohibited by the Privacy Act or regulations established thereunder, and who knowing that disclosure of the specific material is so prohibited, willfully discloses the material in any manner to any person or agency not entitled to receive it, shall be guilty of a misdemeanor and fined not more than \$5,000.

23.3 Lessor shall immediately, but no later than 24 hours, contact County upon identification of a possible issue involving FTI.

23.4 Lessor shall complete Department Contractor/Vendor Security Awareness training, provided by the Department, at time of initial contract, and annually thereafter.

Section 24. **VIOLATION OF CONFIDENTIALITY:**

To the fullest extent permitted by law, Lessor shall indemnify and hold harmless County, its elected officials, officers, employees, agents, and volunteers against all claims, fines, penalties, 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 out of any violation of any law or regulation regarding confidentiality, by Lessor or by any of Lessor's subcontractors, any person employed under Lessor, or under any subcontractor, or in any capacity, except when the violation, injury, or loss is caused by the sole negligence or intentional wrongdoing of County. Lessor shall also, at Lessor'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 out of any violation of any law or regulation regarding confidentiality by Lessor, or any of Lessor's subcontractors, any person employed under Lessor, or under any subcontractor, or in any capacity. 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 Lease.



Section 25. **CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION OF CONTRACTORS:**

Lessor certifies, by signing this Real Property Lease Agreement, that neither it nor its principals are presently debarred, suspended, ineligible, proposed for debarment, declared ineligible, or voluntarily excluded from participating in the transaction by any federal department or agency pursuant to Executive Order 12549, and 2 CFR Part 382, whenever applicable.

Section 26. **COMPLIANCE WITH LAW; 31 US CODE SECTION 1352:**

Lessor certifies, by signing this Real Property Lease Agreement, that no federal appropriated funds will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. section 1352.

Section 27. **SEVERABILITY:**

The invalidity of any provision of this Lease, as determined by a court of competent jurisdiction, shall in no way affect the validity of any other provision hereof.

Section 28. **DAYS:**

Unless otherwise specifically indicated to the contrary, the word "days" as used in this Lease shall mean and refer to calendar days. Unless otherwise specified, "working days" means regular County days of operation excluding holidays identified by County's Board of Supervisors.

Section 29. **TIME OF ESSENCE:**

Time is of the essence with respect to the performance of all obligations to be performed or observed by the Parties under this Lease.



Section 30. **WAIVERS:**

No waiver by Lessor of the default or breach of any term, covenant, or condition hereof by County, shall be deemed a waiver of any other term, covenant, or condition hereof, or of any subsequent default or breach by County of the same or any other term, covenant, or condition hereof. Lessor's consent to, or approval of, any act shall not be deemed to render unnecessary the obtaining of Lessor's consent to, or approval of, any subsequent or similar act by County, or be construed as the basis of an estoppel to enforce the provisions of this Lease requiring such consent. The acceptance of Rent by Lessor shall not be a waiver of any default or breach by County. Any payment by County may be accepted by Lessor on account of monies or damages due Lessor, notwithstanding any qualifying statements or conditions made by County in connection therewith, which such statement and/or conditions shall be of no force or effect whatsoever unless specifically agreed to in writing by Lessor at or before the time of deposit of such payment.

Section 31. **CUMULATIVE REMEDIES:**

No remedy or election hereunder shall be deemed exclusive but shall, wherever possible, be cumulative with all other remedies at law or in equity.

Section 32. **CONSTRUCTION OF AGREEMENT:**

In construing this Lease, all headings and titles are for the convenience of the Parties only and shall not be considered a part of this Lease. Whenever required by the context, the singular shall include the plural and vice versa. This Lease shall not be construed as if prepared by one of the Parties, but rather according to its fair meaning as a whole, as if both Parties had prepared it.

Section 33. **SUBORDINATION; ATTORNMENT; NON-DISTURBANCE:**

33.1 **Subordination.** This Lease and any option granted hereby shall be subject and subordinate to any ground lease, mortgage, deed of trust, or other hypothecation or security device (collectively, "Security Device") now or hereafter placed on the Premises, to any and all advances made on the security thereof, and to all renewals, modifications, and extensions thereof. County agrees that the holders of any such Security Devices (in this Lease together referred to as "Lender") shall have no liability or obligation to perform any of the obligations of Lessor under the Lease. Any Lender may elect to have this Lease and/or option granted hereby superior to the lien of its Security Device by giving written notice thereof



to County, whereupon this Lease and such options shall be deemed prior to such Security Device, notwithstanding the relative dates of the documentation or recordation thereof.

33.2 **Non-Disturbance.** With respect to Security Devices entered into by Lessor after the execution of this Lease, County's subordination of this Lease shall be subject to receiving a commercially-reasonable non-disturbance agreement (a "Non-Disturbance Agreement") from the Lender, which Non-Disturbance Agreement which is approved by the County which provides that County's possession of the Premises, and this Lease, including any options to extend the term thereof, will not be disturbed so long as County is not in breach hereof and atones to the record owner of the Premises.

Section 34. **TERMINATION; MERGER:**

Unless specifically stated otherwise in writing by Lessor, the voluntary or other surrender of this Lease by County, the mutual termination or cancellation hereof, or a termination hereof by Lessor for breach by County, shall automatically terminate any sublease or lesser estate in the Premises; provided, however, that Lessor may elect to continue any one or all existing sub tenancies. Lessor's failure within 10 days following any such event to elect to the contrary by written notice to the holder of any such lesser interest, shall constitute Lessor's election to have such event constitute the termination of such interest.

Section 35. **QUIET POSSESSION:**

Subject to payment by County of the Rent and performance of all of the covenants, conditions, and provisions on County's part to be observed and performed under this Lease, County shall have quiet enjoyment of the Premises during the term hereof.

Section 36. **RESERVATIONS:**

Lessor reserves the right: (a) to grant, without consent or joinder of County, such easements, rights and dedications that Lessor deems necessary, (b) to cause the recordation of parcel maps and restrictions, and (c) to create and/or install new utility raceways, so long as such easements, rights, dedications, maps, restrictions, and utility raceways do not unreasonably interfere with the use of the Premises by County. Lessee agrees to sign any documents reasonably requested by Lessor to effectuate such rights.

Section 37. **PERFORMANCE UNDER PROTEST:**

If at any time a dispute shall arise as to any amount or sum of money to be paid by one Party to the other under the provisions hereof, the Party against whom the obligation to pay the money is asserted



shall have the right to make payment "under protest" and such payment shall not be regarded as a voluntary payment and there shall survive the right on the part of said Party to institute suit for the recovery of such sum. If it shall be adjudged that there was no legal obligation on the part of said Party to pay such sum or any part thereof, said Party shall be entitled to recover such sum or so much thereof as it was not legally required to pay.

Section 38. **AMENDMENTS:**

This Lease may be modified only in writing, signed by the Parties in interest at the time of the modification. As long as they do not materially change County's obligations hereunder, County agrees to make such reasonable non-monetary modifications to this Lease as may be reasonably required by a Lender in connection with the obtaining of normal financing or refinancing of the Premises. The County's County Executive Officer, or his/her duly authorized and empowered designee, is authorized to make modifications on behalf of County.

Section 39. **CONTAMINATION AND POLLUTION:**

County, solely at its own cost and expense, will provide cleanup of the Premises and the surrounding area that becomes contaminated or polluted due directly to County's activities, in accordance with and to the extent required by all applicable laws, regulations, and guidelines. Any fine, penalties, punitive, or exemplary damages assigned due to contaminating or polluting activities of County will be borne entirely by County.

Section 40. **FORCE MAJEURE:**

The time for performance of an obligation other than the payment of money under this Lease shall be extended for the period during which a Party is prevented from performing by acts of God, government, or other force or event beyond the reasonable control of the Party.

Section 41. **RECORDING:**

Either Lessor or County shall have the right to execute, acknowledge, and record a short form memorandum of this Lease for recording purposes. The Party requesting recordation shall be responsible for payment of any fees or taxes applicable thereto. The Party requesting such recordation shall provide the other Party a copy for its review and consent prior to recordation.



Section 42. **LEASE EXECUTION:**

This Lease may be executed in one or more counterparts, all of which taken together, shall constitute one and the same instrument when each Party has signed at least one counterpart. Facsimile signatures or signatures transmitted via pdf document shall be treated as originals for all purposes.

SIGNATURE PAGE FOLLOWS



IN WITNESS WHEREOF, the Parties have executed this Lease on the dates set forth below. By their signatures below, each signatory represents that he or she has the authority to execute this Lease, 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:

RISK MANAGEMENT APPROVAL

RUBIN E. CRUSE, JR.
County Counsel

By: _____
James Ross
Assistant County Counsel

By: _____
James Johnson
Risk Management Analyst III

LESSOR

4/9/2018

Date

Jonathan M. Girard, Manager
The June Girard Fund Limited Liability Company,
a California limited liability company

Tax ID on File

REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS

BOARD MEETING DATE: April 24, 2018

CATEGORY: Consent - Law and Justice-7.

SUBJECT:

Renewal agreement with the California Department of Parks and Recreation, division of Boating and Waterways.

DEPARTMENT: Sheriff

Supervisory District No. : All

DEPARTMENT CONTACT: Rob Sandbloom, Sergeant, (530) 245-6075

STAFF REPORT APPROVED BY: Tom Bosenko, Sheriff-Coroner

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

RECOMMENDATION

Approve and authorize the Chairman to sign a renewal revenue agreement with the California Department of Parks and Recreation, Division of Boating and Waterways in an amount not to exceed \$584,990 for the purpose of performing boating and enforcement activities on Shasta County waterways (excluding Whiskeytown Lake) for the period July 1, 2018 through June 30, 2019.

SUMMARY

The annual grant application for the Sheriff's Office Boating Safety Program was submitted to the California Department of Parks and Recreation, Division of Boating and Waterways (Boating and Waterways) in November 2017 to qualify for funding for FY 2018-2019. This recommended agreement provides an award of up to \$584,990 to Shasta County for the FY 2018-2019 program. This annual agreement is a requirement under the State Boating Safety and Enforcement Financial Aid Program. The grant amount has remained the same since FY 2006-2007.

DISCUSSION

The Shasta County Sheriff's Office Boating Safety Unit (BSU) currently employs one full-time Sergeant, one full-time Deputy Sheriff, and one full-time Boating Safety Officer. In addition, the Sheriff's Boating Safety Unit employs extra help seasonal Boating Safety Deputies and Boating Safety Officers. The Sheriff's Boating Safety Unit patrols all the waters of Shasta County with the exception of Whiskeytown Lake.

During the upcoming boating season the BSU will have eight patrol boats which are stationed on Shasta Lake, one on the Sacramento River, and one boat in Burney for primary patrol purposes. The BSU unit is primarily funded by the Boating and Waterways grant which requires County matching funds in the form of personal property taxes charged on boats to County residents. In addition to the matching funds, the State expects the participating agencies to provide, at no cost to the State, the expenditures necessary in employing, outfitting, and training personnel in basic peace officer employment. For that reason the State does not reimburse the County for background checks, psychological testing, fingerprinting, basic enforcement training unrelated to boating, and weapons and weapon related equipment. The State also does not reimburse for workers

compensation experience insurance, general liability insurance and property insurance expenses, Information Technology services, or A-87 cost. Expenses not paid by the grant are paid from a combination of General Fund, Prop. 172, and public safety general purpose funds. BSU staff are trained in boating operations and procedures, including swift water training, providing skilled response to calls for service on the water and boating safety enforcement. The majority of equipment and all the boats used by the BSU were purchased with Boating and Waterways funds.

ALTERNATIVES

The Board could decide not to approve the agreement.

OTHER AGENCY INVOLVEMENT

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

FINANCING

Approval of this recommendation will make available up to \$584,990 in state grant funding for operations of the BSU in FY 2018-19. The total projected Sheriff’s Office Boating Safety Unit’s budget for FY 2018-2019 is \$983,882 which includes \$16,000 of appropriations that are related to a supplemental training agreement with Boating and Waterways and \$100,000 in appropriations for capital asset acquisition carry-over from FY 2017-18 and boat maintenance appropriations (in the event delivery of a new boat and trailer or installation of a new boat engine are not complete by June 30, 2018). The revenue sources funding the requested operational appropriations for the FY 2018-2019 BSU budget are as follows: \$584,990 (62.1%) Boating and Waterways grant; \$91,771 (9.7%) General Fund allocation; \$76,230 (8.1%) unsecured boat taxes; \$36,400 (3.9%) Proposition 172 funding; \$16,000 (1.7%) Boating and Waterways training agreement; and use of \$41,790 (4.4%) of Prop. 172 reserves. There is no additional General Fund impact with approval of the recommended action.

ATTACHMENTS:

Description	Upload Date	Description
BSU Agreement	4/11/2018	BSU Agreement



Boating Safety and Enforcement Financial Aid Program Agreement

This agreement entered into this *1ST day of July, 2018*, by and between the CALIFORNIA DEPARTMENT OF PARKS AND RECREATION, DIVISION OF BOATING AND WATERWAYS, hereinafter called "Department," and the *COUNTY OF SHASTA*, hereinafter called "Agency";

WITNESSETH

WHEREAS, Contingent on approval of the Fiscal Year 2018-2019 budget, the Department intends to agree with Agency for the purpose of performing boating safety and enforcement activities as described in Title 14, California Code of Regulations Section 6593.3; and

WHEREAS, Agency is equipped, staffed and prepared to provide such services on the terms and conditions set forth in this agreement and in accordance with Title 14, California Code of Regulations Section 6593 et seq.; and

WHEREAS, pursuant to Title 14, California Code of Regulations Section 6593.6, Department shall enter into an annual agreement with each participating agency;

NOW, THEREFORE, it is mutually agreed as follows:

I. Applicable Law

Agency shall observe and comply with all applicable federal, state, and county statutes, ordinances, regulations, directives, and laws, including, but not limited to, Harbors and Navigation Code Section 663.7 and Section 6593 et seq. of Title 14, California Code of Regulations. Agreement shall be deemed to be executed within the State of California and construed and governed by the laws of the State of California.

II. Description of Services

Agency shall conduct boating safety and enforcement activities in the jurisdiction of the Agency in consideration of the payments hereinafter set forth.

III. Payments

- A. Maximum Amount. The amount the Department shall be obligated to pay for services rendered under this agreement shall not exceed \$584,990.00 for the agreement term in full consideration of Agency's performance of the services described in this agreement.
- B. Rate of Payment. The Department shall reimburse Agency in accordance with the reimbursement procedures set forth in Title 14, California Code of Regulations Section 6593.9.

- C. Submission of Claims. Agency shall submit claims for reimbursement to the Department contact person identified in paragraph V of this contract on a ___monthly **OR** ☒quarterly basis. **(Please check one)**
- D. Failure to Submit Claims. Claims for reimbursement shall be submitted within 60 days following the last day of the reporting period. Pursuant to Title 14, California Code of Regulations 6593.9 (i), the Department may reduce an Agency's allocation by five percent if the Agency exceeds the sixty-day billing period and an additional five percent for every thirty-day period thereafter that the Agency is late in filing a claim.

IV. Records

Agency shall maintain records pursuant to Section 6593.10 of Title 14, California Code of Regulations.

V. Notice

Notice shall be in writing and shall be deemed to have been served when it is deposited in the United States mail, first class postage prepaid, and addressed as follows:

TO DEPARTMENT

Ms. Joanna Andrade
Department of Parks and Recreation
Division of Boating and Waterways
One Capitol Mall, Suite 500
Sacramento, CA 95814

TO AGENCY

Shasta County Sheriff
300 Park Marina Circle
Redding, CA 96001

Either party may change the address to which subsequent notice and/or other communication can be sent by giving written notice designating a change of address to the other party.

VI. Term

This agreement shall be for the term beginning **July 1, 2018**, and ending **June 30, 2019**.

VII. Prior Agreements

All prior agreements regarding this subject matter between Department and Agency are hereby terminated effective June 30 prior to the term beginning date of this agreement.

VIII. Amendment

No amendment or variation of the terms of this agreement shall be valid unless made in writing and signed by the parties hereto.

IX. Termination

Agency may terminate this agreement without cause in writing at any time. Department may terminate this agreement without cause upon a sixty (60) days written notice served upon the Agency.

X. Special Provisions

A. Agency hereby certifies that the obligations created by this agreement do not violate the provisions of Sections 1090 to 1096 of the Government Code.

B. This agreement shall have no force or effect until signed by the Department, Agency, and approved by the Department of General Services Legal Department, if required.

C. Agency shall continue with the responsibilities of this agreement during any dispute.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the day and year first above written.

CALIFORNIA DEPARTMENT OF PARKS AND
RECREATION, DIVISION OF BOATING AND
WATERWAYS


By: _____

*California Department of Parks and Recreation,
Division of Boating and Waterways*

Date: _____

"Department"

APPROVED AS TO FORM
SHASTA COUNTY COUNSEL

 4/16/18
Adam M. Pressman
Senior Deputy County Counsel

COUNTY OF SHASTA

By: _____ Les Baugh

Title: Chairman, Board of Supervisors

Date: _____

"Agency"

ATTEST:


LAWRENCE G. LEES

Clerk of the Board of Supervisors

By: _____

Deputy

RISK MANAGEMENT APPROVAL

BY:  04/09/18
James Johnson

Risk Management Analyst

REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS

BOARD MEETING DATE: April 24, 2018

CATEGORY: Consent - Public Works-8.

SUBJECT:

Fall River Mills Airport – Lease Agreement

DEPARTMENT: Public Works

Supervisory District No. : 3

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

STAFF REPORT APPROVED BY: Pat Minturn, Public Works Director

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

RECOMMENDATION

Take the following actions: (1) Approve and authorize the Chairman to sign a revenue lease and service agreement with Macy’s Flying Service, Inc. in the amount of \$2,200 annually to lease a 10,000 square-foot area at the Fall River Mills Airport for a fixed base operator (FBO) aerial agricultural operation for the period from the date of execution through August 1, 2041, with annual cost adjustments beginning in 2020 based on changes in the Consumer Price Index, provided the adjustment shall not exceed six percent in any one year; and (2) find that the proposed action is exempt from environmental review under the California Environmental Quality Act (CEQA) based on the following categorical exemptions: CEQA Guidelines 15301 (Existing Facilities), 15303 (New Construction or Conversion of Small Structures), and 15311 (Accessory Structures); there are no unusual circumstances under CEQA Guideline 15300.2(c); and each exemption stands as a separate and independent basis for determining that the proposed action is not subject to CEQA.

SUMMARY

A revenue lease and service agreement is proposed with Macy’s Flying Service, Inc. for their aerial agricultural operation.

DISCUSSION

Macy’s Flying Service, Inc. intends to utilize the Fall River Mills airport for aerial agricultural operations. A revenue lease and service agreement has been negotiated to provide dedicated space for their operations. The agreement is for a 10,000 square-foot area. Proposed compensation is \$2,200 annually for the period from the date of execution through August 1, 2041. Their proposed site is towards the southeast end of the airport.

The Board may lease real property to a third party per Administrative Policy 6-101, *Shasta County Contracts Manual*. The Board shall adopt a resolution with a property description, public notice, sealed bidding and oral bids. Airport leases are not specifically addressed. Government Code 25536 provides that the Board may lease County-owned airport property by four-fifths vote without compliance with the aforementioned notice and bidding procedures.

ALTERNATIVES

The Board may decline to approve the agreement or request changes to the terms and conditions of the lease. The proposed revenue lease will provide additional income for airport operations.

OTHER AGENCY INVOLVEMENT

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

FINANCING

The revenue lease and service agreement will provide \$2,200 in annual revenue to the airport. Annual cost adjustments are allowed after June 1, 2020, equal to the change in the Consumer Price Index, for the previous twelve-month period. Annual adjustments shall not exceed six percent in any one year. There is no General Fund impact.

ATTACHMENTS:

Description	Upload Date	Description
Macy's Flying Service Inc. Lease & Service Agreement	4/19/2018	Macy's Flying Service Inc. Lease & Service Agreement

**FIXED BASE OPERATOR'S LEASE AND SERVICE AGREEMENT
BETWEEN
MACY'S FLYING SERVICE, INC.
AND
COUNTY OF SHASTA FOR FALL RIVER MILLS AIRPORT
SHASTA COUNTY, CALIFORNIA**

THIS AGREEMENT is made between **Macy's Flying Service, Inc.** hereinafter referred to as "Lessee," and the **County of Shasta**, a political subdivision of the State of California, hereinafter referred to as "County."

1. PREMISES.

COUNTY hereby leases to Lessee that certain real property, herein referred to as the Premises located at Fall River Mills Airport, County of Shasta, State of California, consisting of 10,000 square feet described in Exhibit "A", and illustrated in Exhibit "B", attached hereto and made a part hereof ("the Premises).

2. SERVICES.

2.1 Lessee shall have the exclusive use and right to occupy the Premises for the purpose of conducting a general fixed base operator ("FBO") business in accordance with Exhibit "C" of this agreement attached hereto and incorporated herein.

2.2 Pending the timely completion of the Construction of Improvements as set for in Section 8 of this agreement, Lessee may conduct a general fixed base operator ("FBO") business in accordance with Exhibit "C" of this agreement upon execution of this agreement on a portion, or portions, of Fall River Mills Airport outside the Premises but only within a location, or locations, specifically designated and methods approved, in writing, by the County's Airport Manager.

3. TERM AND TERMINATION.

3.1 Initial Term. The term of this agreement commences upon execution of agreement and ends August 1, 2041, or such earlier date as this agreement is terminated in accordance with its terms, except that if the termination date falls on a Sunday or a holiday, then this agreement shall end at 12:00 o'clock noon on the business day next preceding that day.

3.2 Holding Over. Any holding over shall be on a month-to-month tenancy at the then rental price, and all other provisions of this agreement shall remain in full force and effect on a month-to-month tenancy unless and until either party gives 30 days written notice to the other, and Lessee's tenancy shall terminate 30 days following the last day of the month in which such notice is given.

4. RENT.

4.1 Rent. The rent to be paid by Lessee for the Premises shall be \$0.22 a square foot annually for 10,000 total square feet. Rent shall be paid in advance on the first day of each month of the term and any extensions of this agreement. Annually, thereafter beginning on June 1,

2020, the rent shall be adjusted in an amount equal to one hundred percent (100%) of the percentage change in the Consumer Price Index U.S. City Average for the twelve month period ending the preceding July; provided, however, that the annual adjustment shall not exceed six percent (6%) in any one year.

4.2 Prorated Rent. If the term begins on other than the first day of the calendar month, the rent payment for the partial month shall be prorated on a per diem basis based upon the number of days of occupancy during the month.

4.3 Delinquent Payments. Any payments required by this agreement shall be considered delinquent thirty days after the date they are due and payable. A service charge of 1-1/2% per month from the date due shall be charged for such delinquencies. Any payments which are delinquent for more than thirty days shall constitute a default.

5. USE OF PREMISES.

5.1 Conduct of FBO Business. Lessee shall use and occupy the Premises solely for the purpose of conducting the FBO business as provided in Section 2 of this agreement. The use of the premises for the storage and operation of aircraft under the ownership and/or control of Lessee or its officers shall be deemed to be within the scope of the FBO business.

5.2 Agreements with United States; Change in Use of Airport.

This agreement shall be subordinate to the provisions of any existing or future agreement (a "Federal Agreement") between County and the United States relative to the use, operation, or maintenance of the Airport, the execution of which has been or may now or hereafter be required as a condition precedent to the expenditure of federal funds for the development of the Airport. Lessee hereby agrees that, to the extent that any such Federal Agreement shall affect Lessee and its use of the Premises and the Airport, Lessee shall act in compliance therewith. If the Airport ceases to permanently exist or function as a public airport, this agreement shall terminate as of the date the Airport ceases to operate as a public airport. In that event, Lessee shall have the right to remove any hangars or improvements constructed on the Premises by Lessee.

5.3 County Rules and Regulations. County shall retain the authority to revise, issue, and publish rules and regulations for the use of the Airport and Premises by all persons. Lessee shall use the Premises and provide FBO services in accordance with all such rules and regulations.

5.4 Compliance with Federal, State and Local Laws, Rules and Regulations.

5.4.1 Flight and Ground Activities. Lessee shall conduct all flight and ground activities on the Airport in accordance with proper rules and regulations of all authorities having jurisdiction over such operations including, but not limited to, the Federal Aviation Administration, and the California Division of Aeronautics.

5.4.2 Applicable Licenses and Permits. Lessee shall obtain and pay for all licenses, permits, approvals, fees, or other similar authorizations or charges required under federal, state, or local laws or regulations necessary to use the Premises and perform services pursuant to this agreement.

5.4.3 Applicable Laws. Lessee shall comply with all applicable federal, state and local laws and regulations governing this Lease and the services provided by Lessee.

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

5.5 Non-Discrimination Requirements.

5.5.1 Lessee not to Discriminate. Lessee 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 or use of family care leave.

5.5.2 Compliance with Non-Discrimination Statutes and Regulations.

5.5.2.1 Lessee represents that Lessee is in compliance with and agrees that Lessee shall continue to comply with the Americans with Disabilities Act of 1990 (42 U.S.C. section 12101, *et seq.*), the Fair Employment and Housing Act (Government Code sections 12900, *et seq.*), and regulations and guidelines issued pursuant thereto. In addition to any other obligations of this Lease, Lessee's obligation set forth in this section shall include the obligation to indemnify, defend, and hold County harmless from any and all claims or actions arising from violations of the Americans With Disabilities Act or the Fair Employment and Housing Act.

5.5.2.2 Lessee shall use the Premises in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

5.6 Non-Exclusive Right. Lessee acknowledges that nothing herein contained shall be construed to grant or authorize the granting of an exclusive right to provide aeronautical services to the public as prohibited by Section 308(a) of the Federal Aviation Act of 1958, as amended, and County reserves the right to grant to others the privilege and right of conducting any one or all activities of an aeronautical nature at the Fall River Mills Airport.

6. SERVICES AND UTILITIES.

6.1 Lessee's Obligations. Lessee shall pay all charges for electricity, gas, telephone, garbage removal, and custodial services associated with its use of the Premises during the term of this agreement and any extensions of the term.

7. MAINTENANCE AND REPAIRS.

7.1 Lessee's Obligations.

7.1.1 Duty to Maintain and Repair. During the term of this agreement or any extension of the term, Lessee shall, at Lessee's own cost, maintain the Premises in good repair and tenantable condition. As used in this subsection 7.1.1, the "Premises" includes all appurtenances, rights, privileges and easements belonging or appertaining thereto including, but not limited to, the following: landscaping, building structural integrity, paving, parking lots,

fencing, irrigation systems, walks, roof, exterior walls and doors, windows, and other outside elements of the Premises.

7.1.2 Security of Premises. Lessee shall keep secure the premises and the airport property including, but not limited to, locking and securing all gates and points of entry into the airport property. Nothing in this paragraph, or in this agreement, shall be construed to impose upon Lessee a duty to provide overall security services for the airport. It is intended that Lessee shall maintain the security of the premises and the airport to the extent that security is affected by Lessee and the operations of Lessee provided for in this Lease.

7.2 Compliance with Law.

7.2.1 Lessee and County shall each do all acts required to comply with all applicable laws, ordinances, regulations and rules of any public authority relating to their respective maintenance obligations as set forth herein. Any costs associated with compliance shall be paid by Lessee unless such costs are directly related to the conduct of County's business within the Premises.

8. CONSTRUCTION OF IMPROVEMENTS; ALTERATIONS.

8.1 Construction Allowed by Agreement. Lessee shall construct the following improvements in accordance with Lessee provided plans and specifications that are approved, in writing, prior to construction, by the Shasta County Airport Manager: taxilane to taxiway minimum of 25 ft wide and 90 ft long six inch subgrade with three inch asphalt Caltrans Class A, ½ or ¾ inch max, with 18 inch storm pipe; other asphalt paved areas on premises constructed similarly; minimum 40' x 40' reinforced 6" concrete wash and loading pad for tie-down of ag plane and containing all leakage, runoff or spill from operations and transfers of fuel or ag materials; water line (approval required from Fall River Community Services District); minimum sixteen foot chain link access gate; and gravel access road extension, fourteen feet wide, with minimum 10 inches of subgrade. The aforementioned construction shall be fully completed on or before May 1, 2019. Failure to complete the aforementioned construction on or before May 1, 2019 shall be deemed a material breach of this agreement and may be deemed a breach and default under section 13 of this agreement.

8.2 Other Alterations to Premises. Except as specifically provided in subsection 8.1 above, Lessee may, with County's prior written consent, make other alterations to the Premises.

8.3 Ownership of Improvements. All improvements made by Lessee to the Premises which are attached to the Premises so that they cannot be removed without material injury to the Premises shall become the property of County upon installation. Not later than the last day of the term of this agreement, Lessee shall, at Lessee's expense: remove all of Lessee's personal property and those improvements made by Lessee which have not become the property of County, including trade fixtures, cabinet work, moveable paneling, partitions and the like; repair all damage resulting from the installation or removal of such property and improvements; remove at Lessee's expense any signs, notices or displays placed or installed by Lessee; remove all hazardous materials from Premises and areas adjacent to the Premises or in other portions of the Fall River Mills Airport area affected by Lessee's use of hazardous materials; and surrender the Premises in as good order, condition or repair as they were in at the beginning of the term, except for reasonable use and wear thereof, and damage by fire, the elements, casualty, act of God or other cause not due to the misuse or neglect of Lessee or Lessee's officers, agents, employees or visitors.

8.4 Provisions Applicable to Construction. Any construction on the Premises shall be performed in accordance with all applicable laws and regulations. In addition to any other indemnification provision of this agreement, Lessee shall indemnify and hold County harmless from and defend County against any and all claims of liability arising in part or in whole from the failure of Lessee, its agents, contractors, or employees, to comply with the duties proscribed by this subsection.

9. ASSIGNMENT AND SUBLETTING.

9.1 County's Consent Required. Lessee shall not assign this, or any interest therein, and shall not lease or sublet said Premises, or any part thereof, or any right or privilege appurtenant thereto, without the written consent of County. A consent to one assignment or subletting shall not be construed as consent to any subsequent assignment or subletting. Unless such consent has been obtained, any assignment or transfer, or attempted assignment or transfer of this agreement, or of any interest therein, or subletting, either by voluntary or involuntary act of Lessee, or by operation of law or otherwise, shall, at the option of County, be an event of default under Section 13, and any such purported assignment, transfer or subletting without such consent shall be null and void.

9.2 Release of Lessee. In the event of an assignment of this agreement, which is approved by County, whereby such successor in interest agrees to be bound by all the terms, covenants and conditions of the agreement, Lessee shall be relieved from all obligations and liabilities occurring thereafter on the part of the new tenant.

10. INDEMNITY.

Lessee shall indemnify and hold Lessor harmless from and defend against any and all claims, suits, actions, costs, expenses (including but not limited to reasonable attorney's fees of Lessor Counsel and counsel retained by Lessor, expert fees, litigation costs, and investigation costs), damages, judgments or decrees for any injury, death, or damage to any person or property occurring in, on, or about the premises when such injury, death, or damage is caused in part or in whole by the neglect, fault, or omission of any duty with respect to the same by Lessee, its agents, contractors, subcontractors or employees except when the injury or loss is caused by the sole negligence or intentional wrongdoing of Lessor. Lessee shall further indemnify and hold Lessor harmless from and against any and all claims, suits, actions, costs, expense (including but not limited to reasonable attorney's fees of County Counsel and counsel retained by Lessor, expert fees, litigation costs, and investigation costs), damages, judgments or decrees arising from any breach or default in the performance of any obligation on Lessee's part to be performed under the terms of this lease, or arising from any negligence or wrongdoing of Lessee, or any of its agents, contractors, subcontractors or employees. If an action or proceeding is brought against Lessor by reason of any such claim, Lessee, upon notice from Lessor, shall defend the same at Lessee's expense provided, however, that Lessee shall not be liable for damage or injury occasioned by the sole active or sole passive negligence or intentional acts of Lessor or its agents or employees. Lessor shall be required to provide notice to the Lessee within 10 days of receipt or notice of any claim.

11. INSURANCE.

11.1 Without limiting Lessee's duties of defense and indemnification, Lessee shall obtain, from an insurance carrier authorized to transact business in the State of California, before

Lessee's use of Premises including placing an aircraft on the premises or beginning any improvements to the Premises, and maintain during the remaining term of this lease and any extension of this lease:

11.1.1 Commercial General Liability Insurance, including coverage for owned and non-owned automobiles, and other insurance to protect the County and the public with limits of liability of not less than \$1 million combined single limit bodily injury and property damage; such insurance shall be primary as to any other insurance maintained by County.

11.1.2 A policy of Airport Premises Liability Insurance for the building and premises with limits no less than \$1 million combined single limit bodily injury and property damage. If Lessee is storing third-party aircraft, Lessee shall obtain, from an insurance carrier authorized to transact business in the State of California, and maintain during the term of this lease and any extension of this lease, a policy of Hangar keepers' Liability Insurance, with limits of no less than \$1 million per occurrence and \$1 million aggregate. If Lessee is operating a flight school or flying club, Lessee shall obtain, from an insurance carrier authorized to transact business in the State of California, and maintain during the term of this lease and any extension of this lease, a policy of Comprehensive Airport Liability Insurance for bodily injury (including death) and property damage including owned and non-owned aircraft coverage of \$1 million per occurrence and \$3 million aggregate.

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

11.1.4 Lessee shall maintain throughout the term of this lease and any extension of the term, fire and extended coverage insurance to protect Lessee's interest in the premises and common areas.

11.2 With regard to all insurance coverage required by this lease:

11.2.1 Any deductible or self-insured retention exceeding \$25,000 for Lessee shall be disclosed to and be subject to approval by the Lessor's Risk Manager prior to the effective date of this lease.

11.2.2 Lessee shall provide Lessor an endorsement or amendment to Lessee's policy of insurance as evidence of insurance protection before the effective date of this lease. The endorsement or amendment shall name Lessor, its elected officials, officers, employees, agents, and volunteers as additional insureds. If the endorsement or amendment does not reflect the limits of liability provided by the policy, Lessee shall also provide Lessor a certificate of insurance reflecting those limits.

11.2.3 In the event any insurance coverage expires at any time during the term of this lease, Lessee shall provide, at least 20 days prior to said expiration date, a new endorsement or policy amendment evidencing insurance coverage as provided for herein for not less than the remainder of the term of this lease or for a period of not less than one year. In the event Lessee fails to keep in effect at all times insurance coverage as herein provided and a renewal endorsement or policy amendment is not provided within 10 days of the expiration of the endorsement or policy amendment in effect at inception of this lease, Lessor may, in addition to any other remedies it may have, terminate this lease upon 30 days notice.

11.2.4 Lessee shall require subcontractors to furnish satisfactory proof to County that liability and workers' compensation and other required types of insurance have been obtained and are maintained similar to that required of Lessee pursuant to this agreement.

11.2.5 All insurance (except workers' compensation and professional liability) shall include an endorsement or an amendment to the policy of insurance which names *Shasta County, its elected officials, officers, employees, agents, and volunteers as additional insureds* and provides that coverage *shall not be reduced or canceled without 30 days written prior notice certain to the County*. Any available insurance proceeds in excess of the specified minimum limits and coverage pursuant to the terms of this agreement shall be applicable to the Additional Insured. The additional insureds coverage shall be equal to Insurance Service Office endorsement CG 20 10 for on-going operations, and CG 20 37 for completed operations.

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

"Separation of Insureds.

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

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

11.2.7 Lessee shall provide the County with an endorsement or amendment to Lessee's policy of insurance as evidence of insurance protection before the effective date of this agreement.

11.2.8 If any insurance coverage required hereunder is provided on a "claims made" rather than "occurrence" form, Lessee shall maintain such insurance coverage with an effective date earlier or equal to the effective date of this lease and continue coverage for a period of three years after the expiration of this lease and any extensions thereof. In lieu of maintaining post-lease expiration coverage as specified above, Lessee may satisfy this provision by purchasing tail coverage for the claims-made policy. Such tail coverage shall, at a minimum, provide the insurance coverage required hereunder for claims received and reported three years after the expiration date of this lease.

11.2.9 Any of Lessee's Excess Insurance shall contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of the County.

11.3 Lessee releases Lessor from liability for loss or damage covered by Lessee's insurance coverage, and each such policy shall be endorsed to state the insurer waives its right of subrogation against the County, its elected officials, officers, employees, agents and volunteers.

12. DAMAGE OR DESTRUCTION.

In the event of any damage to or destruction of the Premises, or any portion of the Premises, at any time during the term or extended term of this agreement, Lessee will promptly repair, replace, restore, and renew the good condition, order, and repair of the Premises. Lessee or County may, in writing delivered to the other party within 30 days after the damage or destruction, terminate the agreement as of the date of the damage or destruction if the repair, replacement, restoration, or renewal would likely require more than three months to complete or if the damage or destruction occurs within the final 12 months of the term.

13 DEFAULT AND TERMINATION

13.1 Termination and Unlawful Detainer. In the event of a Lessee default under this lease, and if said default is not cured within the time specified in this agreement, County may terminate this lease by written notice to Lessee and may also do the following:

(a) Bring an action to recover from Lessee the worth at the time of award of the unpaid rent that had been earned at the time of termination of the lease; and

(b) Bring an action, in addition to or in lieu of the action described in subsection (a) of this section, to reenter and regain possession of the Premises in the manner provided by the laws of unlawful detainer of the State of California then in effect.

13.2 Breach and Default by Lessee. All covenants and agreements contained in this lease are declared to be conditions to this lease and to the term hereby leased to Lessee. Should Lessee fail to perform any covenant, condition, or agreement contained in this lease and the default is not cured within 30 days (unless a different time is specified herein for a given default) after written notice of the default is served on Lessee by County, then Lessee shall be in default under this lease. In addition to Lessee's failure to perform any covenant, condition, or agreement contained in this lease within the cure period permitted by this section, the following shall constitute a default by Lessee under this lease:

(a) The appointment of a receiver to take possession of the Premises or Improvements, or of Lessee's interest in, to, and under this lease, the leasehold estate or of Lessee's operations on the Premises for any reason, including, without limitation, assignment for benefit of creditors or voluntary or involuntary bankruptcy proceedings, when not released within 180 days;

(b) An assignment by Lessee for the benefit of creditors; or the voluntary filing by Lessee or the involuntary filing against Lessee of a petition, other court action, or suit under any law for the purpose of (1) adjudicating Lessee as bankrupt, (2) extending time for payment, (3) satisfaction of Lessee's liabilities, or (4) reorganization, dissolution, or arrangement on account of, or to prevent, bankruptcy or insolvency; provided, however, that in the case of an involuntary proceeding, if all consequent orders, adjudications, custodies, and supervisions are dismissed, vacated, or otherwise permanently stayed or terminated within 180 days after the filing or other initial event, then Lessee shall not be in default under this Section; and

(c) The subjection of any right or interest of Lessee to or under this lease to attachment, execution, or other levy, or to seizure under legal process when the claim against Lessee is not released within 180 days.

13.3 Cumulative Remedies. The remedies given to County in this Section shall not be exclusive but shall be cumulative with and in addition to all remedies now or hereafter allowed by law and elsewhere provided in this lease.

13.4 Waiver of Breach. The waiver by County of any breach by Lessee of any of the provisions of this lease shall not constitute a continuing waiver or a waiver of any subsequent breach by Lessee of either the same or a different provision of this lease.

13.5 Surrender of Premises. On expiration or earlier termination of this lease, Lessee shall surrender the Premises and all Improvements in or on the Premises to County in as good, safe, and clean condition as practicable, reasonable wear and tear excepted.

14. NOTICES.

All notices required by law or by this agreement to be given to either party shall be in writing and may be given personally or by depositing the same in the United States mail, postage prepaid, and addressed to either party as set forth below. If notice is mailed, notice shall be deemed to have been given three days after mailing.

If to Lessee: MACY'S FLYING SERVICE
 PO BOX 277
 TULELAKE, CA 96134

If to County: PUBLIC WORKS DIRECTOR
 COUNTY OF SHASTA
 1855 PLACER STREET
 REDDING, CALIFORNIA 96001-1759

15. GOVERNING LAW/VENUE.

All questions with respect to construction of this agreement and the rights and liabilities of the parties hereto shall be governed by the laws of the State of California. Any dispute arising hereunder or relating to this agreement shall be litigated in the State of California and venue shall lie in the County of Shasta.

16. CONSTRUCTION OF AGREEMENT.

Nothing herein contained shall be construed in any way that would be in violation of the rules and regulations of the Federal Aviation Administration, the California Division of Aeronautics, or any other state or federal authority with jurisdiction over the Airport or the funds used in the construction or improvements of said Airport. In the event that any of the provisions herein contained should conflict with such rules and regulations, then such rules and regulations shall prevail.

17. NOTICE OF CLAIM/APPLICABLE LAW/VENUE.

If any claim for damages is filed with Lessee, or if any lawsuit is instituted against Lessee's performance under this agreement, and that, in any way, directly or indirectly, contingently or otherwise, affects or might reasonably affect County, Lessee shall give prompt and timely notice thereof to County. Notice shall be prompt and timely if given within 30 days following the date of receipt of a claim or 10 days following the date of service of process of a lawsuit.

18. INUREMENT.

Subject to the restrictions on assignments as herein contained, this agreement shall inure to the benefit of, and shall be binding upon the assigns, successors in interest, personal representatives, estates, and heirs of the respective parties hereto.

19. ENTIRE AGREEMENT.

This instrument along with any exhibits or attachments hereto constitutes the entire agreement between Lessee and County. This agreement and any exhibits or attachments may be altered, amended or revoked only by an instrument in writing signed by both Lessee and County. Lessee and County agree that all prior or contemporaneous oral agreements between their agents or representatives relative to the leasing of the Premises are written into or revoked by this agreement. If any provision contained in an exhibit or attachment to this agreement is inconsistent with any other provision herein, the provision contained in the exhibit or attachment shall control, unless otherwise provided in the exhibit or attachment.

20. AMENDMENTS.

No changes, amendments or alterations to this agreement shall be effective unless in writing and signed by both parties. However, minor amendments that do not result in a substantial or functional change to the original intent of this agreement may be agreed to in writing between Lessee and County's Public Works Director.

21. ATTORNEY'S FEES.

If any legal action is brought by either party for the enforcement or interpretation of this agreement, for remedy due to its breach, for recovery of the Premises, or in any other way arising from the terms of this agreement, the prevailing party shall be entitled to recovery reasonable attorney fees (including fees of County Counsel), costs and other litigation expenses which shall become a part of any judgment in the action.

22. SUBORDINATION TO AGREEMENTS BETWEEN SHASTA COUNTY AND UNITED STATES AND/OR STATE OF CALIFORNIA.

This agreement shall be subordinate to the provisions of any existing or future agreement between County and the United States, relative to the operation and maintenance of the Airport, the execution of which has been or may be required as a condition precedent to the expenditure of federal funds for the development of the Airport. In the event any agreement existing or entered into in the future pursuant to this paragraph, conflicts with any material term of this agreement in a substantial manner, than upon mutual agreement of the parties this agreement may be modified to comply, or at the option of either party, it may be terminated, with 60 days prior written notice to the other party.

23. ACCESS TO RECORDS/RETENTION.

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

24. PERFORMANCE STANDARDS.

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

25. CONFLICTS OF INTEREST.

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

26. ENTIRE AGREEMENT; HEADINGS.

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

26.2 The headings that appear in this agreement are for reference purposes only and shall not affect the meaning or construction of this agreement.

SIGNATURE PAGE FOLLOWS

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

COUNTY OF SHASTA

Date: _____

LES BAUGH, CHAIRMAN

Board of Supervisors

County of Shasta

State of California

ATTEST:

LAWRENCE G. LEES

County Executive Officer

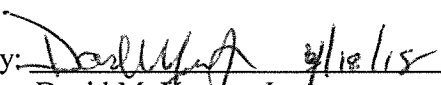
Date: _____

Approved as to form:

RUBIN E. CRUSE, JR

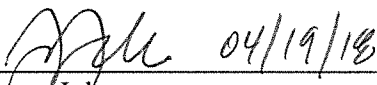
County Counsel

RISK MANAGEMENT APPROVAL

By: 

David M. Vorton, Jr.

Senior Deputy County Counsel

By:  04/19/18

James Johnson

Risk Management Analyst III

LESSEE

Macy's Flying Service Inc.

By: 

Print Name: NICK S MACY

Title: President

Date: 4-16-2018

Tax I.D. #: 68-0057405

By: 

Print Name: Paula Fanning

Title: Chief Financial Officer

Date: 04-16-2018

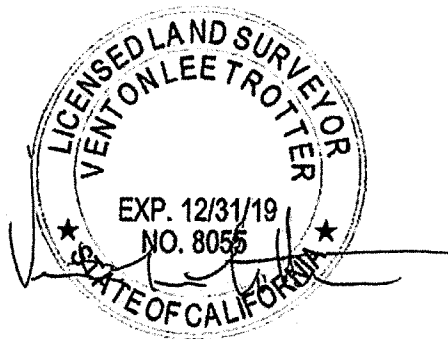
Legal Description - Macy's Flying Service, Inc.
Fall River Mills Airport Property Lease

EXHIBIT "A"

All that portion of real property situated in the northeast one-quarter of Section 30, Township 37 North, Range 5 East, M.D.B. & M., in the unincorporated area of County of Shasta, State of California,

COMMENCING at the northeast corner of Parcel 4, as shown on that certain Parcel Map Number 326-78, filed June 2, 1978, in Book 15 of Parcel Maps at Page 27, Shasta County Records; **THENCE** North 8°1'41" East a distance of 532.91 feet to a point on the Fall River Mills Airport Property Lease Parcel, said point being the most southerly corner of said leased parcel, said point also being the **POINT OF BEGINNING** of this description; **THENCE** North 55°33'24" West a distance of 125.00' to a point on the Building Restriction Line for said property; **THENCE** along said Building Restriction Line North 34°26'36" East a distance of 80.00 feet; **THENCE** South 55°33'24" East a distance of 125.00 feet; **THENCE** South 34°26'36" West a distance of 80.00 feet to the **POINT OF BEGINNING**, said point also being the **POINT OF TERMINATION** of this description.

Being a portion of APN 018-540-050



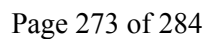


EXHIBIT "C"

FBO Services

1. The FBO business shall include ground operations and aeronautical activity of aerial application, also known as crop dusting, based at the Fall River Mills Airport. Any other services provided shall require the written consent of County.
2. In addition to the Premises, Lessee is permitted to use, in common with others, the aeronautical facilities open to general aviation on the airport property. These shall include, but not be restricted to, the landing area, its extensions and additions, the access roadway, the runways, the apron, the taxiways, the public air navigation facilities, such radio aids, beacons, signals, flood lights, landing lights, and all other facilities and equipment for flying, landing, and the taking off of aircraft on the airport property.
3. Aerial application operations on the airport will be conducted in accordance with procedures approved by the Airport Manager and made known to all persons conducting aerial application operations with or for the Lessee. Said operations shall be conducted only at the areas of the airport designated by the Airport Manager. Chemicals used in agricultural operations shall be properly handled and the designated dispensing area shall be cleaned daily during operations; with all empty chemical containers disposed of in accordance with label directions. Agricultural application materials, fuel and similar materials shall not be stored on the Premises or other Airport property unless that storage is approved specifically in writing by the Airport Manager. These materials may only be on site on day of active use by Lessee. The loading, unloading, and washing of agricultural aircraft and equipment; and flushing of agricultural aircraft spray tanks or hoppers will be accomplished in accordance with the standards of the Environmental Protection Agency and the California Regional Water Quality Control Board in an area so designated by the Airport Manager. Unused materials and contaminated products from cleaning are the property of Lessee and shall be removed from Premises and Fall River Mills Airport and disposed of in accordance with rules and regulations of all authorities having jurisdiction. Aerial application aircraft operators shall not exceed the maximum gross hopper weight stamped on the agricultural aircraft's hopper by the manufacturer or listed in the aircraft's specifications. Agricultural aircraft shall not take off or land on the dirt or grass between the runway lights and the property line fence(s).

REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS

BOARD MEETING DATE: April 24, 2018

CATEGORY: Scheduled Hearings - Other Departments-5.

SUBJECT:

AN ORDINANCE EXTENDING THE UNCODIFIED URGENCY INTERIM ORDINANCE IMPOSING A TEMPORARY MORATORIUM ON THE CULTIVATION OF INDUSTRIAL HEMP WITHIN THE UNINCORPORATED AREAS OF THE COUNTY OF SHASTA

DEPARTMENT: Agricultural Commissioner/Sealer of Weights and Measures
Resource Management
Sheriff

Supervisory District No. : ALL

DEPARTMENT CONTACT: Paul Kjos, Agricultural Commissioner, (530)224-4949

STAFF REPORT APPROVED BY: Paul Kjos, Agricultural Commissioner

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

RECOMMENDATION

Take the following actions: (1) Conduct the public hearing; (2) close the public hearing; (3) introduce, waive the reading, and adopt an Urgency Interim Ordinance that extends for 22 months and 15 days a temporary moratorium, previously established by Ordinance Number 739, on the cultivation of industrial hemp by "Established Agricultural Research Institutions" and others within the unincorporated areas of the County of Shasta, while County staff determines the impacts of such unregulated cultivation and reasonable regulations to mitigate such impacts; (4) find that the Urgency Interim Ordinance is exempt from environmental review under the California Environmental Quality Act (CEQA) for the reasons stated in the Urgency Interim Ordinance; (5) direct the Agricultural Commissioner, the Director of Resource Management, and the Sheriff to conduct an assessment of the impacts that the unregulated cultivation of industrial hemp by "Established Agricultural Research Institutions" and others would have on the environment and on the health and safety of the citizens of Shasta County, and determine whether there are reasonable regulations to mitigate any identified adverse effects; and (6) direct the Agricultural Commissioner, the Director of Resource Management, and the Sheriff to develop such reasonable regulations, if any, for consideration by the Planning Commission and the Board of Supervisors before April 24, 2019 or as soon as possible thereafter.

SUMMARY

On March 13, 2018, the Shasta County Board of Supervisors approved an Urgency Interim Ordinance (Ordinance Number 739) establishing a 45-day moratorium on the cultivation of industrial hemp by Established Agricultural Research Institutions (EARIs) and others until County staff can determine the impact the unregulated cultivation of industrial hemp may have on the County of Shasta; as well as whether reasonable regulations on the cultivation of industrial hemp are appropriate to mitigate such impacts. This action will extend that moratorium in Urgency Interim Ordinance No. 739 for 22 months and 15 days.

The 45-day moratorium passed on March 13, 2018 did not provide sufficient time to address the issues involved with the cultivation of industrial hemp in the unincorporated areas of the County.

The passage of Proposition 64 and associated legislative trailer bills allow for the cultivation of industrial hemp once the Industrial Hemp Advisory Board has established a regulatory framework for implementation of registration, seed procurement, fees, and manufacturing. The legislation also exempts EARIs from many of the regulatory requirements, allowing them to cultivate industrial hemp with little to no oversight, including no registration with the County, no restriction on seed sources, and no limitation of the plants not exceeding 0.3% THC.

The extension of Ordinance No. 739 will allow sufficient time to complete the assessment of the impacts of unregulated industrial hemp cultivation and develop, if appropriate, regulations for consideration to address those impacts.

DISCUSSION

With the Passage of Proposition 64 and associated legislative trailer bills, the California Food & Agricultural Code was amended to update Division 24, which addresses the cultivation of industrial hemp.

This Division, which became operative on January 1, 2017, cites the requirements for the cultivation of industrial hemp, including the establishment of the Industrial Hemp Advisory Board (IHAB), listing specific hemp seed sources, the registration of growers, the requirement for testing to assure industrial hemp contains less than 0.3% of THC, and the fees and processes to be developed for the registration of growers. Since this regulatory framework has not yet been established by the IHAB, the commercial cultivation of industrial hemp is prohibited.

Despite the current prohibition, FAC Division 24 exempts EARIs from many of the provisions listed above. An “Established Agricultural Research Institution” is defined under FAC Division 24 as:

1. A public or private institution or organization that maintains land or facilities for agricultural research, including colleges, universities, agricultural research centers, and conservation research centers; or
2. An institution of higher education (as defined in Section 1001 of the Higher Education Act of 1965 (20 U.S.C. 1001) that grows, cultivates or manufactures industrial hemp for purposes of research conducted under an agricultural pilot program or other agricultural or academic research.”

As a result of the exemptions in Division 24, the growth, cultivation, or manufacturing of industrial hemp by an EARI is not contingent upon the development of a regulatory framework addressing hemp seed, cultivation or any other provision set forth by the IHAB.

These exemptions allow cultivators to claim an association to an EARI while the County has no guidelines on whether the grower or the institution are legitimate. The ability and likelihood that cultivators could exploit this exemption to grow industrial hemp is great.

Industrial hemp and cannabis are distinctly defined in state law: industrial hemp in FAC Division 24 and cannabis in the Business and Professions Code, Section 26001, with a major difference being industrial hemp may not contain more than 0.3% tetrahydrocannabinol (THC). Due to the fact that industrial hemp and cannabis are derivatives of the same plant, *cannabis sativa L.*, the appearance of industrial hemp and cannabis are virtually indistinguishable to the untrained eye. Absent a laboratory performed chemical analysis for THC content, the two plants cannot be distinguished under the legal definitions.

FAC Division 24 allows EARIs to cultivate and possess industrial hemp with a greater than 0.3% THC level, thereby resulting in such “research” plants meeting the definition of cannabis. Farming industrial hemp requires growing the entire marijuana plant which at some point contains psychoactive levels of THC. Therefore the unregulated cultivation of industrial hemp by EARIs may pose the same threats to the public’s health, safety and welfare as the cultivation of cannabis and be in violation of Shasta County’s current cannabis regulations.

The cultivation of industrial hemp prior to the adoption of reasonable regulations, if any, may result in violations of the

County's cannabis regulations, interfere with the County's ability to effectively regulate land use, and may be harmful to the welfare of the county and its residents, create a public nuisance, and threaten the existing agricultural industry.

Ordinance No. 739 declared a temporary moratorium on the cultivation of industrial hemp to allow County staff to determine the impacts of these activities and develop recommended regulations to mitigate the cultivation of industrial hemp. The extension of this temporary moratorium by 22 months and 15 days will provide sufficient time to assess the impacts and develop regulations, if appropriate, to mitigate those impacts.

ALTERNATIVES

The Board may choose to not approve the extension of the temporary moratorium. This is not recommended since the extension of the moratorium by 22 months and 15 days will prevent the unregulated cultivation of industrial hemp in the County while staff assess the impacts of industrial hemp in the County.

OTHER AGENCY INVOLVEMENT

County Counsel, Director of Resource Management, Sheriff staff and the Agricultural Commissioner were all involved in the drafting and review of the extension of the temporary moratorium and County Counsel approved the Urgency Interim Ordinance as to form. The Departments of Agriculture, Resource Management and Sheriff will coordinate the assessment of the impacts of industrial cannabis within the County, if the Urgency Interim Ordinance is extended.

FINANCING

The recommended action would result in an as yet undetermined impact on the General Fund related to staff time and resources from the various departments involved in assessing the effects of unregulated cultivation of industrial hemp and the development of reasonable regulations, if any, to mitigate any identified adverse effects. At this time, there is no additional General Fund impact.

ATTACHMENTS:

Description	Upload Date	Description
Ordinance	4/16/2018	Ordinance

ORDINANCE NO.

**AN UNCODIFIED URGENCY INTERIM ORDINANCE
OF THE COUNTY OF SHASTA EXTENDING URGENCY ORDINANCE NO. 739
AND IMPOSING A TEMPORARY MORATORIUM
ON THE CULTIVATION OF INDUSTRIAL HEMP
WITHIN THE UNINCORPORATED AREAS OF THE COUNTY OF SHASTA**

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

SECTION 1. PURPOSE AND AUTHORITY.

The purpose of this urgency ordinance is to extend a temporary moratorium, previously established by Ordinance Number 739, on the cultivation of industrial hemp by “Established Agricultural Research Institutions,” as defined by California Food and Agricultural Code Section 81000(c), and others, while County staff determines the impact of such unregulated cultivation and reasonable regulations to mitigate such impacts. This urgency ordinance is adopted pursuant to California Constitution Article 11, Section 7, Government Code sections 65800, et seq., particularly section 65858, and other applicable law.

SECTION 2. FINDINGS.

The Board of Supervisors of the County of Shasta makes the following findings in support of the immediate adoption and application of this urgency ordinance:

- A. Section 5940 of Title 7 of the United States Code states, “Notwithstanding the Controlled Substances Act (21 U.S.C. 801 et seq.), the Safe and Drug-Free Schools and Communities Act (20 U.S.C. 7101 et seq.), Chapter 81 of Title 41, United States Code, or any other Federal law, an institution of higher education (as defined in section 101 of the Higher Education Act of 1965 (20 U.S.C. 1001)) or a State department of agriculture may grow or cultivate industrial hemp if: (1) the industrial hemp is grown or cultivated for purposes of research conducted under an agricultural pilot program or other agricultural or academic research; and (2) the growing or cultivating of industrial hemp is allowed under the laws of the State in which such institution of higher education or State department of agriculture is located and such research occurs.”
- B. Division 24. Industrial Hemp [81000-81010] of the California Food and Agricultural Code (hereafter “FAC”) addresses the growing and cultivation of industrial hemp in California.
- C. On January 1, 2017, Division 24, Industrial Hemp [8100-81010] of the FAC became operative.
- D. FAC Division 24 does not provide for the California Department of Food and Agriculture to establish a pilot program or to participate in, or promote, research projects recognized under Section 5940 of Title 7 of the United States Code.

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- E. FAC Section 81001 calls for the Industrial Hemp Advisory Board to advise the California Secretary of Food and Agriculture and make recommendations to the Secretary pertaining to the cultivation of industrial hemp, including but not limited to, developing the requisite industrial hemp seed law and regulations, enforcement mechanisms, and the setting of an assessment rate.
- F. The Industrial Hemp Advisory Board is expected to make its recommendation to the Secretary of the California Department of Agriculture for a regulatory framework allowing the cultivation of industrial hemp for commercial purposes in approximately late 2018.
- G. Under FAC Division 24, all commercial growers of industrial hemp must register with the County Agricultural Commissioner prior to cultivation. Registration is not yet available. The fees and process for registration will be developed in conjunction with the Industrial Hemp Advisory Board. Therefore, the cultivation of industrial hemp for commercial purposes as defined under FAC Division 24 is prohibited within the State of California and the County of Shasta until the Industrial Hemp Advisory Board has developed and implemented the requisite industrial hemp law, regulations, and enforcement mechanisms, including the registration process and fees.
- H. Despite the current prohibition on the cultivation of industrial hemp for commercial purposes, FAC Division 24 exempts cultivation by an “Established Agricultural Research Institution” from some of the regulatory requirements enumerated therein.
- I. An “Established Agricultural Research Institution” is defined under FAC Section 81000 as: “(1) A public or private institution or organization that maintains land or facilities for agricultural research, including colleges, universities, agricultural research centers, and conservation research centers; or (2) An institution of higher education (as defined in section 1001 of the Higher Education Act of 1965 (20 U.S.C. 1001)) that grows, cultivates or manufactures industrial hemp for purposes of research conducted under an agricultural pilot program or other agricultural or academic research.”
- J. Industrial hemp is defined under FAC Section 81000 and Health and Safety Code section 11018.5 as “a fiber or oilseed crop, or both, that is limited to types of the plant *Cannabis sativa* L. having no more than three-tenths of 1 percent (.3%) tetrahydrocannabinol (THC) contained in the dried flowering tops, whether growing or not; the seeds of the plant; the resin extracted from any part of the plant; and every compound, manufacture, salt, derivative, mixture, or preparation of the plant, its seeds or resin produced therefrom.”
- K. “Cannabis” is defined under the Medicinal and Adult-Use Cannabis Regulation and Safety Act (MAUCRSA) codified at Business and Professions Code section 26001 as “all parts of the plant *Cannabis sativa* Linnaeus, *Cannabis indica*, or *Cannabis ruderalis*, whether growing or not; the seeds thereof; the resin, whether crude or purified, extracted from any part of the plant; and every compound, manufacture, salt,

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derivative, mixture, or preparation of the plant, its seeds, or resin... ‘cannabis’ does not mean ‘industrial hemp’ as defined by Section 11018.5 of the Health and Safety Code.”

- L. Due to the fact that industrial hemp and cannabis are derivatives of the same plant, *Cannabis sativa* L., the appearance of industrial hemp and cannabis are virtually indistinguishable to the untrained eye. Absent a laboratory performed chemical analysis for tetrahydrocannabinol (THC) content, the two plants cannot be distinguished under their legal definitions.
- M. Division 24 of the FAC allows an “Established Agricultural Research Institution” to cultivate or possess industrial hemp with a greater than .3% THC level, causing such plant to no longer conform to the legal definition of industrial hemp, thereby resulting in such “research” plants constituting cannabis. Farming industrial hemp requires growing the entire marijuana plant which at some point contains psychoactive levels of THC.
- N. The definition of “Established Agricultural Research Institution” as provided in FAC Section 81000 is vague and neither the Legislature nor the Industrial Hemp Advisory Board have provided guidelines on how the County can establish whether a cultivator claiming to be an “Established Agricultural Research Institution” is legitimate or that the cultivation constitutes “agricultural or academic research.” Without clear guidelines, the ability and likelihood that cultivators exploit the “Establish Agricultural Research Institution” exemption to grow industrial hemp with more than .3% THC is great.
- O. Section 17.88.325 of the Shasta County Code prohibits commercial cannabis activity in the unincorporated area of the County, which includes the cultivation, possession, manufacture, distribution, processing, storing, laboratory testing, packaging, labeling, transportation, delivery, or sale of cannabis and cannabis products as defined in California Business & Professions Code section 26001.
- P. Due to the fact that industrial hemp and cannabis are virtually indistinguishable to the untrained eye, the cultivation of industrial hemp by an “Established Agricultural Research Institution” prior to the adoption of reasonable regulations poses similar threats to the public health, safety or welfare as the cultivation of cannabis.
- Q. The cultivation of industrial hemp by an “Established Agricultural Research Institution” prior to the adoption of reasonable regulations will create an increased likelihood of criminal activity.
- R. The cultivation of industrial hemp by an “Established Agricultural Research Institution” prior to the adoption of reasonable regulations creates a high likelihood of attracting crime and associated violence, including without limitation, theft, robberies, illegal firearms, shootings and homicides.

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- S. The Sheriff and other enforcing officers will have to investigate each industrial hemp grow conducted by an “Established Agricultural Research Institution” prior to the adoption of reasonable regulations to ensure that the grow is not cannabis. Investigations of industrial hemp grows are time consuming, labor intensive, and potentially dangerous.
- T. Industrial hemp can serve as a host to mites and other insects. At this time, there are no pesticides specifically labeled for hemp that address such mites or other insects. The few pesticides that can legally be applied to hemp are not always effective, which allows for such insects to move into other nearby crops.
- U. There are no requirements for pesticide use reporting or testing for industrial hemp when cultivated by an “Established Agricultural Research Institution” if pesticides on the Federal Insecticide, Fungicide and Rodenticide Act (FIFRA) 25(b) list are used. In addition, “Established Agricultural Research Institutions” may be using chemicals or pesticides that are extremely toxic to people and wildlife and which may pollute soil, ground water, and/or nearby water sources.
- V. Industrial hemp and cannabis are not compatible crops. Thus, if this Board of Supervisors elects to pursue a particular option with respect to the outdoor cultivation of cannabis, the existence of industrial hemp grows maintained by “Established Agricultural Research Institutions” may preclude the Board of Supervisors from considering certain projects or development plans.
- W. The cultivation of industrial hemp by an “Established Agricultural Research Institutions” prior to the adoption of reasonable regulations is harmful to the welfare of residents, creates a nuisance, and threatens the safety and land of nearby property owners.
- X. There is an urgent need for the Agricultural Commissioner, the Sheriff, and Resource Management to assess the impacts of industrial hemp grown by “Established Agricultural Research Institutions” and to explore reasonable regulatory options relating thereto.
- Y. The allowance of cultivation of industrial hemp by “Established Agricultural Research Institutions,” as defined by FAC Section 81000, prior to the adoption of reasonable regulations, creates an urgent and immediate threat to the public health, safety or welfare of the citizens and existing agriculture in Shasta County.
- Z. Shasta County has a compelling interest in protecting the public health, safety, and welfare of its residents and businesses, in preventing the establishment of nuisances by the cultivation of industrial hemp.
- AA. There is a current and immediate threat to public health, safety, and welfare in that the establishment of industrial hemp cultivation in the unincorporated areas of the County of Shasta will result in land uses and land developments that may

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conflict with amendments to the Shasta County Code that may be adopted as a result of the study that is to be undertaken.

- BB. There is no feasible alternative to enactment of this moratorium ordinance that will satisfactorily mitigate or avoid the previously identified impacts to the public health, safety and welfare with a less burdensome or restrictive effect.
- CC. In order to ensure the effective implementation of the County of Shasta's land use objectives and policies, a temporary moratorium on the establishment and/or approval of industrial hemp cultivation is necessary.
- DD. On March 13, 2018, the Shasta County Board of Supervisors adopted Urgency Interim Ordinance Number 739 imposing a forty five (45) day moratorium on the cultivation of industrial hemp in the unincorporated areas of the County of Shasta by "Established Agricultural Research Institutions" and others in order for staff to assess the impacts of such unregulated cultivation and reasonable regulations to mitigate such impacts.
- EE. This Urgency Interim Ordinance extends Ordinance Number 739 for an additional twenty two (22) months and fifteen (15) days from the date of the expiration of the original moratorium.
- FF. This extension is necessary because the State has not yet adopted a regulatory framework for the cultivation of industrial hemp and the County needs additional time to consider, study, and assess the impacts of unregulated cultivation of industrial hemp and assess various approaches to regulating the cultivation of industrial hemp in order to protect the public health, safety, and welfare from impacts associated with the cultivation of industrial hemp.
- GG. This ordinance is exempt from environmental review under the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines sections 15060(c)(2) (the activity will not result in a direct or reasonably foreseeable indirect physical change in the environment) and 15061(b)(3) (there is no possibility the activity in question may have a significant effect on the environment). In addition to the foregoing general exemptions, the following categorical exemption applies: section 15308 (actions taken as authorized by local ordinance to assure protection of the environment). There are no unusual circumstances under CEQA Guideline 15300.2(c). Each exemption stands as a separate and independent basis for determining that this ordinance is not subject to CEQA.
- HH. This ordinance complies with State law and imposes reasonable regulations that the Board of Supervisors concludes are necessary to protect the public safety, health and welfare of residents and business within the County.

SECTION 3. CULTIVATION OF INDUSTRIAL HEMP PROHIBITED.

- A. During the term of this interim ordinance, no person or entity shall cultivate industrial hemp for any purposes within the unincorporated areas of Shasta County and no

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County permit or approval of any type shall be issued therefor. As set forth above under Section 2, the cultivation of industrial hemp for commercial purposes is currently prohibited by the State of California. Additionally, during this interim ordinance, "Established Agricultural Research Institutions" as defined in FAC Section 81000, will similarly be prohibited from cultivating industrial hemp.

- B. Cultivation of industrial hemp in violation of the prohibition in this interim ordinance constitutes a public nuisance and may be abated in accordance with Chapter 8.28 (Nuisances) of the Shasta County Code and Shasta County Code Chapter 17.94 and by any other means available by law. Furthermore, in the performance of his or her functions, the enforcing officer, as identified in Shasta County Code section 17.94.060, is authorized to enter upon and inspect private properties to ensure compliance with the provisions of this Ordinance. Any such entry and inspection remains subject to all requirements established by the United States Constitution, the California Constitution, and any other applicable state and federal law.
- C. This section is cumulative to all other remedies now or hereafter available to abate or otherwise regulate or prevent public nuisances or to enforce the provisions of the Shasta County Code or Shasta County ordinances.
- D. The provisions of this section shall not be construed to protect any person from prosecution pursuant to any laws that may prohibit the cultivation, sale, distribution, possession, and/or use of controlled substances, or to authorize conduct that is unlawful under state or federal law. Moreover, absent a certificate of registration from the federal government, the cultivation of industrial hemp remains a violation of federal law as of the date of adoption of this ordinance and this ordinance is not intended to, and does not authorize conduct or acts that violate federal law, does not serve in any manner as an obstacle to enforcement of federal law, and does not protect any of the above-described persons from arrest or prosecution under those federal laws. Such persons assume any and all risk and any and all liability that may arise or result under state and federal laws from the cultivation of industrial hemp. Further, to the fullest extent permitted by law, any actions taken under the provisions of this ordinance by any public officer or employee of the County of Shasta or Shasta County itself shall not become a personal liability of such person or a liability of the county.
- E. As authorized by Government Code section 25132, and except as otherwise provided by state statute, any person or entity violating any provision of this ordinance shall be guilty of a misdemeanor.

SECTION 4. DECLARATION OF URGENCY.

Based on the findings set forth in Section 2, this ordinance is declared to be an urgency ordinance that shall be effective immediately upon adoption by the Board of Supervisors.

SECTION 5. WRITTEN REPORT

Ten days prior to the expiration of this ordinance, the Board of Supervisors shall issue a written

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report describing the measures taken to alleviate the threat to public health, safety and welfare that led to the enactment of this ordinance.

SECTION 6. SEVERABILITY

If any provision, clause, sentence or paragraph of this ordinance or the application thereof to any person or circumstances shall be held invalid, such invalidity shall not affect the other provisions of this ordinance which can be given effect without the invalid provision or application, and to this end, the provisions of this ordinance are hereby declared to be severable.

SECTION 7. CONFLICTING LAWS

For the term of this ordinance, as set forth in Section 8 below, the provisions of this ordinance shall govern. To the extent that there is any conflict between the provisions of this ordinance and the provisions of any other County code, ordinance, resolution or policy, all such conflicting provisions shall be suspended.

SECTION 8. EFFECTIVE DATE AND TERM

This ordinance is declared an urgency measure for the immediate protection and preservation of the public peace, health, safety and welfare for the reasons stated in Section 2, and it shall take effect immediately upon its adoption by a four-fifths (4/5) vote of the Board of Supervisors pursuant to Government Code section 65858 and Government Code section 25123 (d). This ordinance shall continue in effect for twenty-two (22) months and fifteen (15) days from the date of expiration of the forty-five (45) day moratorium established by Urgency Interim Ordinance Number 739 and shall thereafter be of no further force and effect. The Clerk of the Board shall cause this ordinance to be published as required by law.

DULY PASSED AND ADOPTED this 24th day of April, 2018, by the Board of Supervisors of the County of Shasta, State of California, 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