



# SHASTA COUNTY

---

## BOARD OF SUPERVISORS

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

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

## AGENDA

### REGULAR MEETING OF THE BOARD OF SUPERVISORS

**Tuesday, May 15, 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](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 Dayton Phillips, Hope Baptist Church

Pledge of Allegiance: Supervisor Baugh

## **REGULAR CALENDAR**

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

## **BOARD MATTERS**

### **R 1 Board Matters**

Approve and establish the start date of June 3, 2018 for William Bateman as the Shasta County Public Defender and establish Mr. Bateman's compensation at the E-Step salary range (\$78.067 per hour/\$13,532.00 per month) for the position of Public Defender.

**No Additional General Fund Impact**

**Simple Majority Vote**

## **PRESENTATIONS**

### **R 2 Presentation**

Receive a presentation regarding a new Greater Redding Chamber of Commerce initiative from Chief Executive Officer Jake Mangas.

**No General Fund Impact**

**No Vote**

### **R 3 Presentation**

Receive a presentation regarding forest operations from Forest Supervisor Scott Russell, Shasta-Trinity National Forest.

**No General Fund Impact**

**No Vote**

### **R 4 Presentation**

Receive a status report regarding various County of Shasta capital projects from Public Works Director Pat Minturn.

**No General Fund Impact**

**No Vote**

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

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

## **CONSENT CALENDAR**

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

### **GENERAL GOVERNMENT**

#### **C 1 Administrative Office**

Approve and authorize the Chairman to sign the Local Planning Council Priority Submittal for the California Department of Education which identifies local priorities for Fiscal Year 2018-19 as determined by the Shasta County Local Child Care and Development Planning Council in accordance with Education Code requirements.

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

#### **C 2 Clerk of the Board**

Approve the minutes of the meeting held on May 8, 2018, as submitted.

**No General Fund Impact                                      Simple Majority Vote**

### **HEALTH AND HUMAN SERVICES**

#### **C 3 Health and Human Services Agency-Children's Services**

Approve and authorize the Chairman to sign an agreement with the Shasta County Office of Education in an amount not to exceed \$943,128 to administer the Child Care Bridge Program for the period date of signing through June 30, 2018, with one automatic one-year renewal.

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

### **PUBLIC WORKS**

#### **C 4 Public Works**

Approve and authorize the Public Works Director to sign a Notice of Completion "For Construction on Various Permanent Road Divisions (2017)," Contract No. 111018, and record it within 15 days of actual completion.

**No General Fund Impact                                      Simple Majority Vote**

### **RESOURCE MANAGEMENT**

#### **C 5 Resource Management**

##### **Environmental Health Division**

Adopt a resolution which: (1) Authorizes the Department of Resource Management's Environmental Health Division to apply for and administer a non-competitive Solid Waste Enforcement Assistance Grant for Fiscal Year 2018-19 in an amount not to exceed \$25,000; and (2) authorizes the Director of Resource

Management, or his/her designee, to execute on behalf of the County, all grant documents necessary to secure grant funds and implement the program as specified in the application.

**No Additional General Fund Impact**

**Simple Majority Vote**

**OTHER DEPARTMENTS**

**C 6 County Service Area No. 1-County Fire**

Take the following actions for the purchase of a 3,000 gallon water tender: (1) Approve and authorize the purchase for County Service Area No. 1-County Fire for the total purchase price of \$249,696.23 (including sales tax and delivery); and (2) approve and authorize County Purchasing to award Request for Quotes (RFQ) 18-18 to Fouts Bros Inc.

**No Additional General Fund Impact**

**Simple Majority Vote**

**REGULAR CALENDAR, CONTINUED**

**GENERAL GOVERNMENT**

**R 5 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.

**PUBLIC WORKS**

**R 6 Public Works**

**County Service Area No. 23-Crag View**

Take the following actions on behalf of County Service Area (CSA) No. 23-Crag View Water: (1) Conduct a public hearing to consider increasing the bi-monthly water rate; (2) close the public hearing; (3) direct the Clerk of the Board to tabulate written protests from property owners and tenants within CSA No. 23-Crag View Water and report back to the Board with the results; and (4) in the absence of a majority protest, introduce, waive the reading of, and enact An Ordinance of the Board of Supervisors of the County of Shasta, County Service Area No. 23-Crag View Water, Repealing Ordinance No. 710 and Setting Forth the Charges, Rates, and Fees for Water and Related Services.

**No General Fund Impact**

**Simple Majority Vote**



**ADJOURN**

**REMINDERS**

Date:	Time:	Event:	Location:
05/22/2018	9:00 a.m.	Board of Supervisors Meeting	Board Chambers
05/29/2018		<b>Board of Supervisors Meeting Canceled</b>	
05/30/2018	5:00 p.m.	Board of Supervisors Special Meeting	Board Chambers
06/05/2018	8:30 a.m.	Air Pollution Control Board Meeting	Board Chambers
06/05/2018	9:00 a.m.	Board of Supervisors Meeting	Board Chambers
06/12/2018	9:00 a.m.	Board of Supervisors Meeting	Board Chambers
06/14/2018	2:00 p.m.	Planning Commission Meeting	Board Chambers
06/19/2018	9:00 a.m.	Board of Supervisors Meeting	Board Chambers

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

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

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

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

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

REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS

**BOARD MEETING DATE:** May 15, 2018

**CATEGORY:** BOARD MATTERS-1.

**SUBJECT:**

Public Defender Appointment

**DEPARTMENT:** Board Matters

**Supervisory District No. :** All

**DEPARTMENT CONTACT:** Lawrence G. Lees, County Executive Officer 225-5561

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

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

**RECOMMENDATION**

Approve and establish the start date of June 3, 2018 for William Bateman as the Shasta County Public Defender and establish Mr. Bateman's compensation at the E-Step salary range (\$78.067 per hour/\$13,532.00 per month) for the position of Public Defender.

**SUMMARY**

N/A

**DISCUSSION**

Due to the announced retirement of the current Shasta County Public Defender, and pursuant to Shasta County Code section 2.24.020 and the Shasta County Personnel Rules Section 6.11(E)(4), the Shasta County Board of Supervisors appointed Mr. William Bateman on May 8, 2018 as the new Public Defender. It is recommended to establish the start date of June 3, 2018 for Mr. William Bateman as the Shasta County Public Defender and establish Mr. Bateman's compensation at the E-Step salary range (\$78.067 per hour/\$13,532.00 per month) for the position of Public Defender.

**ALTERNATIVES**

The Board may choose to establish a different start date for Mr. Bateman and/or establish Mr. Bateman's compensation at a different salary pay step for the position of Public Defender.

**OTHER AGENCY INVOLVEMENT**

The County Executive Officer and the County Counsel have reviewed these recommendations.

**FINANCING**

Any costs associated with this appointment will be included within the Public Defender budget.

REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS

**BOARD MEETING DATE:** May 15, 2018

**CATEGORY:** PRESENTATIONS-4.

**SUBJECT:**

Construction Status Report

**DEPARTMENT:** Presentation

**Supervisory District No. :** All

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

**STAFF REPORT APPROVED BY:** Pat Minturn, Public Works Director

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

**RECOMMENDATION**

Receive a status report regarding various County of Shasta capital projects from Public Works Director Pat Minturn.

**SUMMARY**

Numerous County construction projects are in design and construction (see Exhibit A).

**DISCUSSION**

N/A

**ALTERNATIVES**

The Board may decline to receive a report at this time.

**OTHER AGENCY INVOLVEMENT**

The recommendation has been reviewed by the County Administrative Office.

**FINANCING**

Construction projects are usually funded with dedicated revenue streams from local, state, and federal sources. There is no General Fund impact.

**ATTACHMENTS:**

Description  
Exhibit A

Upload Date	Description
4/25/2018	Exhibit A

**EXHIBIT A**  
**2018 COUNTY CONSTRUCTION PROJECTS**

**BUILDINGS**

- Jail Studies
- Public Defender/Probation HVAC/Roof
- Sheriff Adult Custody Program Trailer
- Mental Health Cottages 2 & 3 Demolition
- HHSA Access Control Project
- Mental Health Exterior Painting
- Jail Boiler/Hot Water Project – completed
- DPW Corp Yard Wash Rack - completed
- Mental Health Basement Remodel–completed

**ROADS WIDENING/ATP**

- Road Maintenance - Overlay
- Gas Point Road Widening HSIP
- Deschutes Road Widening #1 HSIP
- Olinda Road Widening HSIP
- Gas Pont Rd & Park Avenue Improvements
- Junction School ATP
- Shasta College ATP
- Riverland Drive Widening HSIP
- Annual PRD Contract
- North Street Rehabilitation

**BRIDGES**

- Old 44 Drive at Oak Run Creek
- Cassel-Fall River Road at Pit River
- Soda Creek Road at Soda Creek
- Lower Gas Point Rd at NF Cottonwood Crk
- Gas Point Road at No Name Ditch
- Parkville Road at Ash Creek
- Ash Creek Road at Sac River Overflow
- Fern Road East at Glendenning Creek
- Bear Mtn Road at Deep Hole Creek
- Spring Creek Road at Fall River

**STORM DAMAGE/SLIDES**

- Cove Road Slide
- Big Bend Slide
- Whiskey Creek Road Culvert Replacement

**WATER/WASTE WATER**

- Sugarloaf Water Planning Study
- Sugarloaf Water Improvements
- Cottonwood Sewer Improvements
- Septage Pond Cleanout
- Jones Valley Water Meter Replacement

**MISCELLANEOUS**

- FRM Airport Pavement Maintenance
- WCL Gas-to-Energy Project
- Energy Retrofit Feasibility
- Cow Creek Flood Zone Mapping
- RM/DPW Parking Lot

REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS

**BOARD MEETING DATE:** May 15, 2018

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

**SUBJECT:**

Local Child Care and Development Planning Council FY 18/19 Priorities Report

**DEPARTMENT:** Administrative Office

**Supervisory District No. :** All

**DEPARTMENT CONTACT:** Julie Hope, Principal Administrative Analyst, 530-225-5561

**STAFF REPORT APPROVED BY:** Julie Hope, Principal Administrative Analyst

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

**RECOMMENDATION**

Approve and authorize the Chairman to sign the Local Planning Council Priority Submittal for the California Department of Education which identifies local priorities for Fiscal Year 2018-19 as determined by the Shasta County Local Child Care and Development Planning Council in accordance with Education Code requirements.

**SUMMARY**

The Local Planning Council Priority Submittal (Submittal) is required pursuant to State Education Code requirements. Approval of the Submittal is requested from the Board when there are significant changes to the priorities for the County as determined by the Shasta County Local Child Care and Development Planning Council (Council).

**DISCUSSION**

The Council is made up of community members from a variety of disciplines and has been in operation for many years. The membership of the Council goes to the Board of Supervisors (Board) at the end of each calendar year. The primary responsibilities of the Council are to identify County needs around early child care and education and to develop priorities for addressing these needs through collaboration within existing child care and educational programs. In accordance with Education Code section 8499.5(b), the local planning Council prepares the list of priorities. Each May, the submittal is due to the State for the following fiscal year, even when no State funds are available.

The formula for the Council to set the zip code priorities includes data reflecting demand for services and percentages of eligible children underserved. The unmet need for early child care and educational services in the County determine the priorities of Council. Priority 1 parameters are where there are 50% or more eligible children underserved and more than 24 children underserved. Priority 2 parameters are where there are 35% or more eligible children underserved and more than 10 children underserved. Priority 3 parameters are where there are 20% or more eligible children underserved and more than 10 children underserved. Shasta County's Local Planning Council Coordinator certifies that the priorities have been prepared and reviewed in accordance with Education Code requirements.

The Board approved Council priorities by zip code in Fiscal Years 2012-13, 2013-14, 2014-15, 2015-2016, 2016-17, and 2017-2018 for income-eligible children ages (ages 0-12 years eligible for full-day services and ages 3-5 years eligible for part-day services).

For Fiscal Year 2015-16, the State modified the requirements and the Board approved Council priorities for income-eligible children ages 0-35 months (infant & toddler) and 3-4 years (preschool). The State has also requested priorities for income-eligible school-aged children (ages 5+). For Fiscal Year 2018-2019, the Shasta County’s Local Planning Council Coordinator certifies that the priorities have been prepared and reviewed in accordance with Education Code requirements. The Priority Submittal form has been signed by the Council Chairperson and a County Superintendent of Schools Representative. School-aged priorities were not determined this year, as we are currently developing a system with the State to collect this data, and this data is reported as “not currently available” as advised by the LPC State Consultant. Approval is requested from the Board to approve the priorities for the County as determined by Council.

**ALTERNATIVES**

The Board may request additional information. The Local Planning Council Coordinator indicated the form is due to the State by May 30.

**OTHER AGENCY INVOLVEMENT**

The Local Child Care Planning Council Coordinator provided the documents to be processed. The Priority Submittal form has been signed by the Council Chairperson and a County Superintendent of Schools Representative. The County Administrative Office has reviewed the recommendation.

**FINANCING**

This submission of priorities is required to qualify for child care funding from the State Department of Education. There is no General Fund impact with the recommended action.

**ATTACHMENTS:**

Description	Upload Date	Description
LPC 1819 Priorities Report	5/2/2018	LPC 1819 Priorities Report

**Local Planning Council (LPC) County Priorities Report Form****Due Date: May 30 of contract year**

Please complete all information as requested below.

County Name:

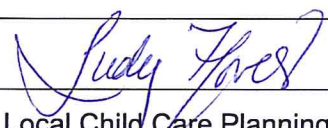
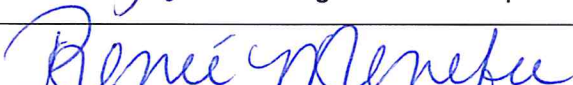
LPC Coordinator Name and Telephone Number:

45 Shasta	▼	Rea McFadden (530)225-0184
-----------	---	----------------------------

The LPC hereby certifies that the priorities as indicated below have been prepared and reviewed in accordance with California *Education Code (EC)* Section 8499.5 (a) through (d) and *EC* Section 8279.3 requirements. Please check off all boxes that apply.

- ☐ The priorities submitted to EESD are still valid, no change is needed, and all three spreadsheet(s) are attached for CCTR-Infant Toddler, CCTR School- Aged, and CSPP (Full-Day and Part-Day).
- ☒ The priorities have been revised for the previous year, and all three spreadsheet(s) are attached for CCTR-Infant Toddler, CCTR School-Aged, and CSPP (Full-Day and Part-Day).
- ☒ The LPC used Option 1 to establish Priority 3.
- ☐ The LPC used Option 2 to establish Priority 3.
- ☐ The LPC used Option 3 for Priority 3.

**SIGNATURES\***

County Board of Supervisors Representative	Telephone Number	Date
County Superintendent of Schools Representative	Telephone Number	Date
		4-30-18
Local Child Care Planning Council Chairperson	Telephone Number	Date
		5-1-18

**\*Instructions for Signatures:** If the priorities previously submitted are still valid, only the LPC Chairperson signature is required. If revised priorities are being submitted, it is a local decision whether the changes are significant enough to require approval by the authorized representatives of the County Board of Supervisors and the County Superintendent of Schools, or whether they may be approved solely by the LPC Chairperson.



**Zip Code Priorities for CA State Preschool (CSPP) Full and Part-Day****County:** Shasta

LPC Contact:

Rea McFadden

Phone:

(530)225-0184

Email:

[rmcfadden@shastacoe.org](mailto:rmcfadden@shastacoe.org)

County Code	Zip Code	Priority (1,2 or 3)
45	96001	2
45	96002	3
45	96003	2
45	96007	3
45	96008	
45	96011	
45	96013	2
45	96016	
45	96019	1
45	96022	1
45	96025	2
45	96028	3
45	96033	
45	96040	
45	96047	2
45	96049	
45	96051	2
45	96056	
45	96059	2
45	96062	3
45	96065	
45	96069	
45	96071	
45	96073	1
45	96076	
45	96079	
45	96084	2
45	96087	2
45	96088	2
45	96089	
45	96095	
45	96096	2

**Recommended Subsidy Priority Zip Codes for the CA State Preschool Program - 2018-19**  
(Priorities are for both full-day, full-year and part-day, part-year CSPP spaces)

BOS District (Optional)	Zip Code	City (Optional)	Estimated # of 3 & 4 yr olds eligible for State-Subsidized Preschool	Total Full Day Spaces in CSPP or Head Start Classrooms	Total CSPP or Head Start Part-Day Part Year Spaces	Total 3 & 4 yr olds in Stage 2 or 3 Voucher Program	Total 3 & 4 yr olds in CAP Voucher Program	TOTAL Subsidized Full & Part Time Spaces for 3s & 4s	# of Low API Elementary Schools	Number of Children <i>NOT</i> Served in all spaces	% of Children <i>NOT</i> Served	Priority 1	Priority 2	Priority 3
2	96001	Redding	607	76	263	34	18	391		216	36%		X	
5	96002	Redding	597	42	291	64	23	420		177	30%			X
4	96003	Redding	798	195	201	41	14	451		347	43%		X	
5	96007	Anderson	410	74	190	18	17	299		111	27%			X
3	96008	Bella Vista	23	0	44	0	0	44		-21	-91%			
4	96011	Big Bend	3	0	0	0	0	0		3	100%			
3	96013	Burney	77	24	18	0	0	42		35	45%		X	
3	96016	Cassel	no data	0	0	0	0	0						
4	96017	Castella	3	0	0	0	0	0		3	100%			
4	96019	Shasta Lake	181	0	22	11	4	37		144	80%	X		
5	96022	Cottonwood	267	36	57	9	4	106		161	60%	X		
4	96025	Dunsmuir	25	0	0	0	0	0		25	100%		X	
3	96028	Fall River	26	0	0	3	0	3		23	88%			X
2	96033	French Gulch	6	0	0	0	0	0		6	100%			
3	96040	Hat Creek	no data	0	0	0	0	0						
2	96047	Igo	19	0	0	0	0	0		19	100%		X	
4	96049	Redding	2	0	0	0	0	0		2	100%			
4	96051	Lakehead	51	0	0	0	0	0		51	100%		X	
3	96056	McArthur	no data	20	16	0	0	36						
5	96059	Manton	12	0	0	0	0	0		12	100%		X	
5	96062	Millville	19	0	0	0	0	0		19	100%			X
3	96065	Mongomery Creek	6	0	15	0	1	16		-10	-167%			
3	96069	Oak Run	19	0	24	0	0	24		-5	-26%			
3	96071	Old Station	no data	0	0	0	0	0						
3	96073	Palo Cedro	73	0	0	0	0	0		73	100%	X		
2	96076	Platina	2	0	0	0	0	0		2	100%			
4	96079	Project City	no data	0	0	0	0	0						
3	96084	Round Mountain	13	0	0	0	0	0		13	100%		X	
2	96087	Old Shasta	10	0	0	0	0	0		10	100%		X	
5	96088	Shingletown	80	0	24	1	0	25		55	69%		X	
4	96089	Summit City	no data	0	0	0	0	0						
2	96095	Whiskeytown	no data	0	0	0	0	0						
3	96096	Whitmore	13	0	0	0	0	0		13	100%		X	
<b>Estimated for County</b>			<b>3,329</b>	<b>467</b>	<b>1165</b>	<b>181</b>	<b>81</b>	<b>1894</b>	<b>0</b>	<b>1484</b>	<b>45%</b>			

**Notes:** Adjustments were made by Shasta County LPC for priorities in zip codes 96025, 96051, 96062, and 96088 based knowledge of programs, population, need, and availability.

**Sources:** Estimates of children eligible for State Preschool (70% of 2016 State Median Income) from American Institute of Research (AIR) Databrowser

Counts of state or federally funded full and part day spaces from LPC Subsidized Slot Survey

Number of children in Stage 2 & 3 and the CAP Voucher programs provided by Shasta County Office of Education

## Zip Code Priorities for Infant Toddler Full-Day Care (CCTR)

County: Shasta

LPC Contact:

Rea McFadden

Phone:

(530)225-0184

Email:

[rmcfadden@shastacoe.org](mailto:rmcfadden@shastacoe.org)

County Code	Zip Code	Priority (1,2 or 3)
45	96001	1
45	96002	1
45	96003	1
45	96007	1
45	96008	1
45	96011	
45	96013	1
45	96016	
45	96019	1
45	96022	1
45	96025	1
45	96028	1
45	96033	
45	96040	
45	96047	2
45	96049	
45	96051	2
45	96056	
45	96059	2
45	96062	2
45	96065	
45	96069	2
45	96071	
45	96073	1
45	96076	
45	96079	
45	96084	2
45	96087	2
45	96088	1
45	96089	
45	96095	
45	96096	2



**Recommended Subsidy Priority Zip Codes for Subsidized Education and Care for Children 0-35 months of age 2018-19**  
(Priorities are for both full-day, full-year and part-day, part-year CCTR spaces)

BOS District (Optional)	Zip Code	City (Optional)	Estimated # of 0 - 35 month olds eligible State-Subsidy in working families	Total Full-Day CCTR Spaces for 0-35 month olds	Total Early Head Start Spaces for 0-35 month olds	Total Blended Funding Spaces for 0 - 35 month olds	Total 0 - 35 month olds in Stage 2 or 3 Voucher Program	Total 0 - 35 month olds in CAP Voucher Program	TOTAL Subsidized Full Day Spaces for 0 - 35 month olds	# of Low API Elementary Schools	Estimated Number of Children <i>NOT</i> Served	Estimated % of Children <i>NOT</i> Served	Priority 1	Priority 2	Priority 3
2	96001	Redding	924	41	50		24	9	124		800	87%	X		
5	96002	Redding	910	68	70		32	6	176		734	81%	X		
4	96003	Redding	1215	59	44		27	12	142		1073	88%	X		
5	96007	Anderson	625	58	54		11	4	127		498	80%	X		
3	96008	Bella Vista	34	0	0		0	0	0		34	100%	X		
4	96011	Big Bend	5	0	0		0	0	0		5	100%	X		
3	96013	Burney	116	0	0		0	0	0		116	100%	X		
3	96016	Cassel	no data	0	0		0	0	0						
4	96019	Shasta Lake	277	23	32		6	2	63		214	77%	X		
5	96022	Cottonwood	401	0	0		4	5	9		392	98%	X		
4	96025	Dunsmuir	41	0	0		0	0	0		41	100%	X		
3	96028	Fall River	38	0	0		0	0	0		38	100%	X		
2	96033	French Gulch	9	0	0		0	0	0		9	100%			
3	96040	Hat Creek	no data	0	0		0	0	0						
2	96047	Igo	29	0	0		0	0	0		29	100%		X	
4	96049	Redding	3	0	0		0	0	0		3	100%			
4	96051	Lakehead	29	1	0		0	0	1		28	97%		X	
3	96056	McArthur	no data	0	0		0	0	0						
5	96059	Manton	19	0	0		0	0	0		19	100%		X	
5	96062	Millville	29	0	0		0	0	0		29	100%		X	
3	96065	Mongomery Creek	9	0	0		0	0	0		9	100%			
3	96069	Oak Run	29	1	0		0	0	1		28	97%		X	
3	96071	Old Station	no data	0	0		0	0	0						
3	96073	Palo Cedro	112	1	0		1	0	2		110	98%	X		
2	96076	Platina	3	0	0		0	0	0		3	100%			
4	96079	Project City	no data	0	0		0	0	0						
3	96084	Round Mountain	20	0	0		0	0	0		20	100%		X	
2	96087	Old Shasta	16	0	0		0	0	0		16	100%		X	
5	96088	Shingletown	121	0	0		0	0	0		121	100%	X		
4	96089	Summit City	no data	0	0		0	0	0						
2	96095	Whiskeytown	no data	0	0		0	0	0						
3	96096	Whitmore	20	0	0		0	0	0		20	100%		X	
<b>Estimated for County</b>			<b>5,034</b>	<b>252</b>	<b>250</b>	<b>0</b>	<b>105</b>	<b>38</b>	<b>645</b>		<b>4389</b>	<b>87%</b>			

**Notes:** Adjustments were made by Shasta County LPC for priorities in zip codes 96051, 96062, and 96069 based knowledge of programs, population, need, and availability.  
**Sources:** Estimates of children eligible for State Preschool (70% of 2016 State Median Income) from American Institute of Research (AIR) Databrowser  
Counts of state or federally funded full and part day spaces from LPC Subsidized Slot Survey  
Number of children in Stage 2 & 3 and the CAP Voucher programs provided by Shasta County Office of Education

## Zip Code Priorities for School-Aged Care (CCTR)

County: Shasta      LPC Contact: Rea McFadden  
 Phone: (530)225-0184  
 Email: [rmcfadden@shastacoe.org](mailto:rmcfadden@shastacoe.org)

County Code	Zip Code	Priority (1,2 or 3)
45	96001	1
45	96002	1
45	96003	1
45	96007	1
45	96008	
45	96011	
45	96013	1
45	96016	
45	96019	1
45	96022	1
45	96025	1
45	96028	1
45	96033	
45	96040	
45	96047	1
45	96049	
45	96051	1
45	96056	
45	96059	1
45	96062	1
45	96065	
45	96069	1
45	96071	
45	96073	1
45	96076	
45	96079	
45	96084	1
45	96087	
45	96088	1
45	96089	
45	96095	
45	96096	2



**Recommended Subsidy Priority Zip Codes for CCTR School-Age Care 2018-19**

BOS District (Optional)	Zip Code	City (Optional)	Estimated # of 5-12 yr olds eligible for Full-Day Subsidized School Aged Child Care	Total Full Day, Full-Year Spaces in CCTR School-Age Centers	Estimated Part-Day, Part-Year ASES or 21st Century Spaces for 5 - 12 yr olds (Optional)	Total 5 - 12 yr olds in Stage 2 or 3 Voucher Program	Total 5 - 12 yr olds in CAP Voucher Program	TOTAL Subsidized Full & Part Time Spaces for 5 - 12 yr olds	# of Low API Elementary Schools	Number of Children <i>NOT</i> Served in all spaces	% of Children <i>NOT</i> Served	Priority 1	Priority 2	Priority 3
2	96001	Redding	1630	0	230	60	44	334		1296	80%	X		
5	96002	Redding	1605	0	0	122	58	180		1425	89%	X		
4	96003	Redding	2142	0	79	90	48	217		1925	90%	X		
5	96007	Anderson	1101	0	374	47	50	471		630	57%	X		
3	96008	Bella Vista	60	0	98	0	0	98		-38	-63%			
4	96011	Big Bend	9	0	0	0	0	0		9	100%			
3	96013	Burney	205	0	35	2	0	37		168	82%	X		
3	96016	Cassel	no data avail	0	0	0	0	0						
4	96019	Shasta Lake	486	0	20	28	20	68		418	86%	X		
5	96022	Cottonwood	918	0	213	30	14	257		661	72%	X		
4	96025	Dunsmuir	115	0	61	0	0	61		54	47%	X		
3	96028	Fall River	68	0	0	1	0	1		67	99%	X		
2	96033	French Gulch	17	0	40	0	0	40		-23	-135%			
3	96040	Hat Creek	no data avail	0	20	0	0	20						
2	96047	Igo	51	0	0	0	0	0		51	100%	X		
4	96049	Redding	7	0	42	3	0	45		-38	-543%			
4	96051	Lakehead	51	0	0	0	0	0		51	100%	X		
3	96056	McArthur	no data avail	0	0	0	0	0		43	100%	X		
5	96059	Manton	43	0	0	0	0	0		51	100%	X		
5	96062	Millville	51	0	0	0	0	0		-27	-159%			
3	96065	Mongomery Creek	17	0	43	0	1	44		30	59%	X		
3	96069	Oak Run	51	0	20	1	0	21						
3	96071	Old Station	no data avail	0	0	0	0	0		143	73%	X		
3	96073	Palo Cedro	196	0	50	1	2	53		9	100%			
2	96076	Platina	9	0	0	0	0	0						
4	96079	Project City	no data avail	0	0	0	0	0		34	100%	X		
3	96084	Round Mountain	34	0	0	0	0	0		-33	-127%			
2	96087	Old Shasta	26	0	58	1	0	59		113	53%	X		
5	96088	Shingletown	213	0	98	2	0	100						
4	96089	Summit City	no data avail	0	0	0	0	0						
2	96095	Whiskeytown	no data avail	0	0	0	0	0						
3	96096	Whitmore	34	0	20	0	0	20		14	41%		X	
Estimated for County			9,139	0	1501	388	237	2126	0	7033	77%			

**NOTES:****Sources:**

Estimates of children eligible for State Preschool (70% of 2016 State Median Income) from American Institute of Research (AIR) Databrowser  
 Counts of state or federally funded full and part day spaces from LPC Subsidized Slot Survey  
 Number of children in Stage 2 & 3 and the CAP Voucher programs provided by Shasta County Office of Education

REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS

**BOARD MEETING DATE:** May 15, 2018

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

**SUBJECT:**

5/8/18 Draft Minutes

**DEPARTMENT:** Clerk of the Board

**Supervisory District No. :** ALL

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

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

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

**RECOMMENDATION**

Approve the minutes of the meeting held on May 8, 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
-------------	-------------	-------------





May 8, 2018

1

**SHASTA COUNTY BOARD OF SUPERVISORS**

Tuesday, May 8, 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 - Trisha Boss  
Administrative Board Clerk - Kristin Gulling-Smith

**INVOCATION**

Invocation was given by Pastor Rick Penner, Redding Christian Fellowship.

**PLEDGE OF ALLEGIANCE**

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

**REGULAR CALENDAR**

**BOARD MATTERS**

**PROCLAMATION: OLDER AMERICANS MONTH**  
**MAY 2018**

At the recommendation of Supervisor Rickert and by motion made, seconded (Rickert/Moty), and unanimously carried, the Board of Supervisors adopted a proclamation which designates May 2018 as "Older Americans Month" in Shasta County. Murray Blake of Planning and Service Area 2, Area Agency on Aging Advisory Council was present to accept the proclamation

**PROCLAMATION: PUBLIC SERVICE RECOGNITION WEEK**  
**May 6-12, 2018**

At the recommendation of Supervisor Baugh and by motion made, seconded (Kehoe/Morgan), and unanimously carried, the Board of Supervisors adopted a proclamation which designates May 6 through 12, 2018, as "Public Service Recognition Week" in Shasta County. Chris Darker from United Public Employees of California was present to accept the proclamation.

**PROCLAMATION: COMMUNITY ACTION MONTH**  
**May 2018**

At the recommendation of Supervisor Kehoe and by motion made, seconded (Kehoe/Moty), and unanimously carried, the Board of Supervisors adopted a proclamation which designates May 2018 as "Community Action Month" in Shasta County. Torri Cardilino Housing and Community Action Specialist, gave a presentation on the Shasta County Community Action Agency. Ms. Cardilino and Director of Housing and Community Action Programs Laura Burch were present to accept the proclamation.

**PRESENTATIONS**

**PUBLIC COMMENT PERIOD - OPEN TIME**

Director of Child Support Services Terri Morelock spoke in recognition of iTeam Investigations Inc. for being awarded Employer of the Year from the Child Support Directors Association.

Monique Welin spoke regarding a jail diversion program and mental health issues.

Rick Simon gave an update on the Community Education Program Tire event. He also stated that, in response to inquiries the short-term rental ordinance will come before the Planning Commission board in June and the Board of Supervisors in July. He also reported that, as previously discussed the permit process time has been reduced to within a 30-day time frame.

May 8, 2018

3

**CONSENT CALENDAR**

By motion made, seconded (Moty/Rickert), and unanimously carried (except for the contract with Empire Hotel, EHARC, Inc., dba Empire Recovery Center noted below where Supervisor Kehoe recused from the vote), the Board of Supervisors took the following actions, which were listed on the Consent Calendar:

Approved the minutes of the meeting held on May 1, 2018, as submitted. (Clerk of the Board)

Approved and authorized the Chairman to sign an amendment, effective July 1, 2018, to the agreement with Right Road Recovery Programs, Inc. to provide outpatient alcohol and other drug treatment services to add required subcontractor language pursuant to the County's agreements with the California Department of Health Care Services for Substance Use Disorder Services and to extend the end date for one year through June 30, 2019, retaining maximum compensation not to exceed \$625,000 per fiscal year. (Health and Human Services-Adult Services and Probation)

Approved and authorized the Chairman to sign amendments, effective July 1, 2018, to three separate agreements with VOTC, Inc., dba Visions of the Cross to add required subcontractor language pursuant to the County's agreements with the California Department of Health Care Services for Substance Use Disorder Services and to extend the end date for one year through June 30, 2019 for: (1) Outpatient alcohol and other drug treatment services, and this amendment also adds maximum compensation not to exceed \$710,000 for Fiscal Year 2018-19; (2) residential alcohol and other drug treatment services, and this amendment also increases the not to exceed maximum compensation by \$115,000 per fiscal year, for a new maximum compensation not to exceed \$325,000 per fiscal year; and (3) perinatal outpatient and residential alcohol and other drug treatment services, and this amendment also adds maximum compensation not to exceed \$150,000 for Fiscal Year 2018-19, for a new total not to exceed \$1,000,000 during the entire term of the agreement. (Health and Human Services-Adult Services and Probation)

Approved and authorized the Chairman to sign amendments, effective July 1, 2018, to two separate agreements with Empire Hotel, EHARC, Inc., dba Empire Recovery Center to add required subcontractor language pursuant to the County's agreements with the California Department of Health Care Services for Substance Use Disorder Services and to extend the end date for one year through June 30, 2019 for: Substance abuse residential treatment, and retain maximum compensation not to exceed \$175,000 per fiscal year; and outpatient substance abuse treatment, and retain maximum compensation not to exceed \$560,000 per fiscal year. Supervisor Kehoe recused himself from voting on the agreement with Empire Recovery Center due to his position as a member of the Board of Directors of The Empire Recovery Center. (Health and Human Services-Adult Services)

Approved and authorized the Chairman to sign a retroactive renewal agreement with STERIS Corporation in an amount not to exceed \$32,366.25 (including annual advance payments in the amount of \$8,988.75) to provide preventative maintenance for an Electric Gravity Sterilizer for the period January 1, 2018 through December 31, 2020. (Health and Human Services-Public Health)

Approved and authorized the Chairman to sign an amendment, effective date of signing, to the agreement with Area West Environmental, Inc., to increase compensation by \$50,000, for a new total not to exceed \$200,000, and retain the term of October 1, 2017 through December 31, 2021, to provide environmental services for the 2017 Storm Damage Projects. (Public Works)

Took the following actions regarding the "Junction School ATP Project," Contract No. 702985: Approved plans and specifications and directed the Public Works Director to advertise for bids; and authorized opening of bids on or after June 7, 2018, at 11 a.m. (Public Works)

## **REGULAR CALENDAR, CONTINUED**

### **GENERAL GOVERNMENT**

### **ADMINISTRATIVE OFFICE/BOARD OF SUPERVISORS**

#### **LEGISLATIVE UPDATE/SUPERVISORS' REPORTS**

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

Supervisors reported on issues of countywide interest.

### **CLOSED SESSION ANNOUNCEMENT**

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

Confer with legal counsel to discuss existing litigation entitled *Jesse Bryant v. Shasta County Sheriff's Department, et al.*, pursuant to Government Code section 54956.9, subdivision (d), paragraph (1); and

May 8, 2018

5

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

Consider a public employee appointment (Public Defender), pursuant to Government Code section 54957.

9:48 a.m.: The Board of Supervisors recessed to Closed Session.

10:23 a.m.: The Board of Supervisors returned from Closed Session and reconvened in Open Session with all Supervisors, County Executive Officer/Clerk of the Board Larry Lees, and County Counsel Rubin E. Cruse, Jr. present.

### **REPORT OF CLOSED SESSION ACTIONS**

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

In the matter of Public Employee Appointment – Title: Public Defender, the Board of Supervisors, by a 5-0 vote, appointed Bill Bateman as the next Shasta County Public Defender.

10:24 a.m.: The Board of Supervisors adjourned.

---

Chairman

ATTEST:

LAWRENCE G. LEES  
Clerk of the Board of Supervisors

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

REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS

**BOARD MEETING DATE:** May 15, 2018

**CATEGORY:** Consent - Health and Human Services-3.

**SUBJECT:**

New agreement with Shasta County Office of Education

**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

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

**RECOMMENDATION**

Approve and authorize the Chairman to sign an agreement with the Shasta County Office of Education in an amount not to exceed \$943,128 to administer the Child Care Bridge Program for the period date of signing through June 30, 2018, with one automatic one-year renewal.

**SUMMARY**

This agreement will allow Shasta County Office of Education (SCOE) to administer the Child Care Bridge Program for eligible families with foster children.

**DISCUSSION**

A barrier for potential families and relatives seeking to care for a foster child is the lack of access to child care immediately following the removal of the child. With the passage of Senate Bill 89, resource families that have a child placed with them in an emergency or for a compelling reason are eligible to receive a time-limited monthly voucher for child care and the support of a child care navigator.

The Bridge Program aims to increase the number of foster children successfully placed in home-based family care settings, increase capacity of child care programs to meet the needs of foster children in their care, and maximize funding to support the child care needs of eligible families. In addition, child care providers serving children in the Child Care Bridge Program (Bridge Program) will be provided with trauma-informed care training and coaching.

The Bridge Program consists of three components:

- Emergency child care voucher: Eligible families may receive a time-limited child care voucher to help pay for child care costs for foster children birth through age 12, children with exceptional needs, and severely disabled children up to age 21.
- Child care navigator: The local Child Care Resource and Referral Program, operated by SCOE, will provide a child

care navigator to eligible families. The navigator will assist with finding a child care provider, securing a subsidized child care placement if eligible, completing child care program applications, and developing a plan for long-term child care appropriate to the child's age and needs.

- Trauma-informed care training and coaching: Child care programs participating in the Bridge Program will receive access to trauma-informed care training. The training includes, but is not limited to, infant and toddler development and research-based, trauma-informed care practices. Child care providers will also receive access to coaching to assist them in applying training curriculum and learned strategies for working with children in foster care.

Since August 1998, SCOE has been consistently providing quality services to Shasta County families. As a sole source, SCOE currently operates the only State recognized local Child Care Resource and Referral Program and maintains a well-established network of child care providers. Though the Bridge Program is a new service, SCOE has been successfully providing similar child care resources to support families participating in the CalWORKs program for many years.

## **ALTERNATIVES**

The Board may choose not to approve this agreement or defer consideration to a later date.

## **OTHER AGENCY INVOLVEMENT**

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

## **FINANCING**

The department's Fiscal Year 2017-18 Adopted Budget and 2018-19 Requested Budget includes sufficient appropriation authority for the activities described in this agreement. These services are funded through the Child Welfare Services allocation (BU 501), which requires a County share of cost met largely through Realignment. There is no additional General Fund impact with approval of the recommendation.

## **ATTACHMENTS:**

Description	Upload Date	Description
SCOE Bridge FNL Contract	5/3/2018	SCOE Bridge FNL Contract

**PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF SHASTA AND  
SHASTA COUNTY OFFICE OF EDUCATION**

This agreement is entered into between the County of Shasta, through its Health and Human Services Agency, Children's Services Branch, a political subdivision of the State of California ("County") and Shasta County Office of Education ("Consultant") for the purpose of the administration of the Child Care Bridge program (collectively, the "Parties" and individually a "Party").

**Section 1.     RESPONSIBILITIES OF CONSULTANT.**

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

- A.     Administer the Child Care Bridge program for eligible foster children in accordance with State of California, Department of Social Services All County Letter 17-109.
- B.     Maintain a sufficient network of qualified child care providers.
- C.     Make child care provider payments in accordance with the Regional Market Rate and the California Code of Regulations, Title 5, Division 1, Chapter 19, Subchapter 2.5 Sections 18074 to 18076.3.
- D.     Provide child care services for County-referred eligible families and foster children ages birth through 12, children with exceptional needs, and severely disabled children up to the age of 21 for up to 6 months.
- E.     Request re-authorization from County to extend child care services for each referred foster child up to an additional 6 months, in no case shall child care services exceed more than 12 months' total.
- F.     Provide a child care navigator to assist County-referred eligible families and children with services including but not limited to:
  - (1)     Securing a child care provider;
  - (2)     Identifying potential opportunities for an ongoing child care subsidy if eligible;
  - (3)     Securing a subsidized child care placement if available;
  - (4)     Completing appropriate child care program applications and enrollment into a child care program;
  - (5)     Accessing information and resources about school readiness and child care to empower families and improve their ability to access resources and make informed decisions about the child care needs of the child; and
  - (6)     Developing an overall, long-term child care plan for the child, including plans, where possible, to minimize child care transitions or disruptions for the child.
- G.     Ensure child care navigator contacts County-referred families within 10 business days to initiate services.



- H. Provide trauma-informed care training a minimum of once a quarter to a minimum of 80% of the network child care providers that includes but is not limited to:
  - (1) Infant and toddler development; and
  - (2) Research-based trauma-informed care practices.
- I. Provide child care providers access to trauma informed coaching to assist them in applying training curriculum and learned strategies when working with children in foster care.
- J. Submit completed **MONTHLY PROGRAM REPORTS**, attached and incorporated herein as **EXHIBIT A** electronically to [CSContracts@co.shasta.ca.us](mailto:CSContracts@co.shasta.ca.us) on July 10<sup>th</sup>, October 10<sup>th</sup>, January 10<sup>th</sup>, and April 10<sup>th</sup> for each preceding quarter.
- J. Attend quarterly program review meetings as set by County.
- K. Develop a client satisfaction survey within 30 days of contract completion and submit to County for pre-approval prior to implementation.
- L. Provide County pre-approved client satisfaction written survey to Client prior to completion of services and submit completed surveys to County on a quarterly basis.
- M. Consultant shall promulgate and implement written procedures (Grievance Procedures) whereby recipients of services shall have the opportunity to express and have considered their views, grievances, and complaints regarding the delivery of services pursuant to this agreement. Consultant shall provide a copy of Consultant's Grievance Procedures to County for review and approval prior to providing services pursuant to this agreement. Consultant shall report all client grievances, and the nature thereof, in writing to the County's Health and Human Services Agency (HHSA), Children's Services Branch Director (Branch Director) within 10 business days of learning of the grievance. Upon resolution of a grievance or conclusion of the grievance process, Consultant shall, within 10 business days of the resolution or conclusion of the grievance process, report in writing to the Branch Director how the grievance was resolved or concluded.
- N. Ensure and provide written verification thereof to County, that all staff and volunteers working or providing services under this agreement receive appropriate clearance following a federal and state criminal records check and a California Department of Motor Vehicles record check.
- O. Acknowledge the funding source of all activities undertaken pursuant to this agreement by including in any educational and training materials, audio visual aids, interviews with press, flyers, or publications the following statement: "This activity (or program) has been funded (or sponsored) by the County of Shasta through the California Department of Social Service."
- P. As required by Government Code section 7550, each document or report prepared by Consultant for or under the direction of County pursuant to this agreement shall contain the numbers and dollar amount of the agreement and all subcontracts under the agreement relating to the preparation of the document or written report. If multiple documents or written reports are the subject of the agreement or

subcontracts, the disclosure section may also contain a statement indicating that the total agreement amount represents compensation for multiple documents or written reports. Consultant shall label the bottom of the last page of the document or report as follows: department name, agreement number, and dollar amount. If more than one document or report is produced under this agreement, Consultant shall add: "This [document or report] is one of [number] produced under this agreement.

**Section 2. RESPONSIBILITIES OF COUNTY.**

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

- A. Determine eligibility of families and children for child care services.
- B. Refer eligible families and children to Consultant for services.
- C. Re-authorize child care services as deemed appropriate by County.
- D. Compensate Consultant as prescribed in section 3 and 4 of this agreement.
- E. Collect, analyze, and submit program data to the State of California, Department of Social Services.
- F. Coordinate and schedule quarterly program review meetings.
- G. Monitor Consultant's performance to assure compliance with the terms, conditions, specifications, and outcomes as delineated in the agreement.

**Section 3. COMPENSATION.**

- A. The maximum obligation of County under this agreement shall be \$314,376 for County fiscal year 2017-2018, and \$628,752 for County fiscal year 2018-2019 in accordance with Title IV-E of the federal Social Security Act allocated in All County Letter 17-109 as follows:

<b>Program Component</b>	<b>2017-2018</b>	<b>2018-2019</b>
Voucher Payments	\$181,450	\$362,900
Navigator	\$66,742	\$133,484
Training and Coaching	\$66,184	\$132,368
Maximum Obligation	\$314,376	\$628,752

- B. In no event shall the maximum amount payable under this agreement exceed \$943,128.
- C. Consultant's violation or breach of agreement terms may result in fiscal penalties, withholding of compensation, or termination of agreement.
- D. Prorated payment. If the term begins (or ends) on other than the first (or last) day of the calendar month, the payment for the partial month shall be prorated on a per diem basis based upon the number of days of access/services during the month.



**Section 4. BILLING AND PAYMENT.**

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

**Section 5. TERM OF AGREEMENT.**

The initial term of this agreement shall begin as of the last date it has been signed by both Parties and end June 30, 2018. The term of this agreement shall be automatically renewed for one additional one-year term at the end of the initial term, under the same terms and conditions except as provided in section 3, unless written notice of non-renewal is provided by either Party to the other Party at least 30 days prior to the expiration of the initial term or the then current term. Notwithstanding the foregoing, County shall not be obligated for payments hereunder for any future County fiscal year unless or until County's Board of Supervisors appropriates funds for this agreement in County's budget for that County fiscal year. In the event that funds are not appropriated for this agreement, then this agreement shall end as of June 30 of the last County fiscal year for which funds for this agreement were appropriated. For the purposes of this agreement, the County fiscal year commences on July 1 and ends on June 30 of the following year. County shall notify Consultant in writing of such non-appropriation at the earliest possible date.

**Section 6. TERMINATION OF AGREEMENT.**

- A. If Consultant materially fails to perform Consultant's responsibilities under this agreement to the satisfaction of County, or if Consultant fails to fulfill in a timely and professional manner Consultant's responsibilities under this agreement, or if Consultant violates any of the terms or provisions of this agreement, then County

shall have the right to terminate this agreement for cause effective immediately upon the County giving written notice thereof to Consultant. If termination for cause is given by County to Consultant and it is later determined that Consultant was not in default or the default was excusable, then the notice of termination shall be deemed to have been given without cause pursuant to paragraph B of this section.

- B. County may terminate this agreement without cause on 30 days written notice to Consultant.
- C. County may terminate this agreement immediately upon oral notice should either Party be unable to comply with the obligations of this agreement due to any material cause which is beyond the reasonable control of said Party, including, but not limited to: fire, explosion, power outages, strikes or labor disputes, acts of God, civil disturbances, acts of civil or military authorities, acts of terrorism, fuel or energy shortages, acts and/or omissions by third party communications carriers, or any other cause beyond Party's control.
- D. County may terminate this agreement immediately upon oral notice should funding cease or be materially decreased during the term of this agreement.
- E. County's right to terminate this agreement may be exercised by the HHSA Director (Director) or any HHSA Branch Director designated by the Director.
- F. 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.
- G. If this agreement is terminated, Consultant shall only be paid for services satisfactorily completed and provided prior to the effective date of termination.

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

- A. This agreement supersedes all previous agreements relating to the subject of this agreement and constitutes the entire understanding of the Parties hereto. Consultant shall be entitled to no other benefits other than those specified herein. Consultant specifically acknowledges that in entering into and executing this agreement, Consultant relies solely upon the provisions contained in this agreement and no others.
- B. No changes, amendments, or alterations to this agreement shall be effective unless in writing and signed by both Parties. However, minor amendments, including retroactive, that do not result in a substantial or functional change to the original intent of this agreement and do not cause an increase to the maximum amount payable under this agreement may be agreed to in writing between Consultant and the Director or any HHSA Branch Director designated by the Director provided that the amendment is in substantially the same format as the County's standard



format amendment contained in the Shasta County Contracts Manual (Administrative Policy 6-101).

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

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

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

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

Consultant shall, during the entire term of this agreement, be construed to be an independent contractor, and nothing in this agreement is intended nor shall be construed to create an employer-employee relationship, a joint venture relationship, or to allow County to exercise discretion or control over the professional manner in which Consultant performs the work or services that are the subject matter of this agreement; provided, however, that the work or services to be provided by Consultant shall be provided in a manner consistent with the professional standards applicable to such work or services. The sole interest of County is to 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 10. INDEMNIFICATION.**

To the fullest extent permitted by law, Consultant shall indemnify and hold harmless County, its elected officials, officers, employees, agents, and volunteers against all claims, suits, actions, costs, expenses (including, but not limited to, reasonable attorney's fees of County Counsel and counsel retained by County, expert fees, litigation costs, and investigation costs), damages, judgments, or decrees arising from the work or the provision of services undertaken pursuant to this agreement by Consultant, or by any of Consultant's subcontractors, any person employed under Consultant, or under any subcontractor, or in any capacity, except when the injury or loss is caused by the sole negligence or intentional wrongdoing of County. Consultant shall also, at Consultant's own expense, defend the County, its elected officials, officers, employees, agents, and volunteers, against any claim,

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

**Section 11. INSURANCE COVERAGE.**

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



E. With regard to all insurance coverage required by this agreement:

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

"Separation of Insureds.

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

- a. As if each Named Insured were the only Named Insured; and
  - b. Separately to each suit insured against whom a claim is made or suit is brought."
- (5) Consultant shall provide County with an endorsement or amendment to Consultant's policy of insurance as evidence of insurance protection before the effective date of this agreement.

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

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

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

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

- A. Consultant shall observe and comply with all applicable present and future federal laws, state laws, local laws, codes, rules, regulations, and/or orders that relate to the work or services to be provided pursuant to this agreement.
- B. Consultant recognizes the mandatory standards and policies relating to energy efficiency in the state energy conservation plan (Title 24 of the California Code of Regulations).



- C. Consultant shall comply with mandatory standards and policies as required by Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented in Department of Labor regulations (41 C.F.R., Part 60).
- D. Consultant shall comply with section 306 of the Clean Air Act (42 U.S.C. §1857(h), section 508 of the Clean Water Act (33 U.S.C. §1368), Executive Order 11738, and the regulations of the Environmental Protection Agency (40 C.F.R., Part 15).
- E. 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.
- F. In addition to any other provisions of this agreement, Consultant shall be solely responsible for any and all damages caused, and/or penalties levied, as the result of Consultant's noncompliance with the provisions of this section.

**SECTION 14. ASSURANCE OF COMPLIANCE WITH COUNTY  
NONDISCRIMINATION IN STATE AND FEDERALLY ASSISTED  
PROGRAMS.**

- A. Consultant hereby agrees to comply with Titles VI and VII of the federal Civil Rights Act of 1964, as amended; Section 504 of the federal Rehabilitation Act of 1973, as amended; the federal Age Discrimination Act of 1975, as amended; the federal Food Stamp Act of 1977 as amended, and in particular section 272.6 thereof; Title II of the federal Americans with Disabilities Act of 1990, as amended; the Unruh Civil Rights Act, California Civil Code, section 51, as amended; California Government Code, sections 11135 - 11139.5, as amended; California Government Code, section 12940, as amended; Chapter 7, of Division 5, or Title 1 of the California Government Code, commencing with section 4450, as amended; Title 22, California Code of Regulations, sections 98000 - 98413; Title 24, California Code of Regulations, section 3105; the Dymally-Alatorre Bilingual Services Act (California Government Code, sections 7290 - 7299.8), as amended; section 1808 of the Interethnic Adoption Provisions of the Small Business Job Protection Act of 1996, as amended; and all other applicable federal and state laws, as well as their implementing regulations (including title 45 of the Code of Federal Regulations (CFR) Parts 80, 84, and 91; 7 CFR, Part 15; and 28 CFR, Part 42), by ensuring that employment practices and the administration of public assistance and social services programs are nondiscriminatory, to the effect that no person shall, because of ethnic group identification, age, sex, color, disability, medical condition, national origin, race, ancestry, sexual orientation, marital status, religion, religious creed or political belief, be excluded from participation in or be denied the benefits of, or be otherwise subject to discrimination under, any program or activity receiving federal or state financial assistance; and hereby gives assurance to immediately take any measures necessary to effectuate this Assurance of Compliance.
- B. This Assurance of Compliance is given in consideration of and for the purpose of obtaining any and all federal and state assistance; and Consultant hereby gives

assurance that administrative methods/procedures which have the effect of subjecting individuals to discrimination or defeating the objectives of Chapter 21-100 of the California Department of Social Services (CDSS) Manual of Policies and Procedures will be prohibited.

- C. By giving this Assurance of Compliance, Consultant agrees to compile data, maintain records, and submit reports as required, to permit effective enforcement of the aforementioned laws, rules, and regulations and permit authorized CDSS and/or federal government personnel, during normal working hours, to review such records, books, and accounts as needed to ascertain compliance. If there are any violations of this Assurance of Compliance, CDSS shall have the right to invoke fiscal sanctions or other legal remedies in accordance with California Welfare and Institutions Code section 10605, or California Government Code sections 11135 – 11139.5, as amended, or any other laws or regulations, or the issue may be referred to the appropriate federal agency for further compliance action and enforcement of this Assurance of Compliance.
- D. This Assurance of Compliance is binding on Consultant as long as Consultant is receiving federal or state funding pursuant to the agreement in which this Assurance of Compliance is included.

**Section 15. ACCESS TO RECORDS; RECORDS RETENTION.**

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



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

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

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

**Section 17. LICENSES AND PERMITS.**

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

**Section 18. PERFORMANCE STANDARDS.**

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

**Section 19. CONFLICTS OF INTEREST.**

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

**Section 20. NOTICES.**

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

If to County:                      Branch Director  
    HHSA Children's Branch  
    Attn: Contracts Unit  
    1313 Yuba Street

Redding, CA 96001  
Ph: (530) 225-5757  
Fx: (530) 225-5190

If to Consultant: Superintendent  
Shasta County Office of Education  
1644 Magnolia Avenue  
Redding, CA 96001  
Ph: (530) 225-0227  
Fx: (530) 225-0329

- 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. SEVERABILITY.**

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

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

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



liability owed by or claimed or asserted against the County or any amounts owed to County by Consultant or its subsidiaries.

**Section 25. CONFIDENTIALITY.**

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

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

All information and records obtained in the course of providing services under this agreement shall be confidential, and Consultant and all of Consultants employees, volunteers, agents, and officers shall comply with state and federal requirements regarding confidentiality of patient information (including, but not limited to, sections 827, 5328, 10850, and 14100.2 of the California Welfare and Institutions Code; Division 19 of the California Department of Social Services Manual of Policies and Procedures; Health and Safety sections 11845.5 and 11812, 22 California Code of Regulations section 51009; California Civil Code section 56.10; the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the regulations adopted pursuant thereto; Title 42, Code of Federal Regulations, Part 2; and Title 45, Code of Federal Regulations, section 205.50). All applicable regulations and statutes relating to 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 27. USE OF COUNTY PROPERTY.**

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

***SIGNATURE PAGE FOLLOWS***

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

**COUNTY OF SHASTA**

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

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

ATTEST:

LAWRENCE G. LEES  
Clerk of the Board of Supervisors

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

Approved as to form:

RUBIN E. CRUSE, JR.  
County Counsel

By: Alan B. Cox  
Deputy County Counsel

RISK MANAGEMENT APPROVAL

By: James Johnson  
Risk Management Analyst

**CONSULTANT**

Date: 5/1/2018

By: Judy Flores, Superintendent  
Shasta County Office of Education

Tax I.D.#: On file

**MONTHLY PROGRAM REPORT**  
(Available in Excel)

**Emergency Child Care Bridge Program for Foster Children (Bridge Program)**  
**Monthly Status Report**

<b>PART A. FAMILY VOUCHERS/PAYMENTS</b>	Month: _____	Month: _____	Month: _____
1. Families issued Bridge Program voucher	0	0	0
2. Of the families in Item 1, those issued Bridge Program vouchers for the first time	0	0	0
<b>PART B. CHILDREN VOUCHERS/PAYMENTS</b>	Month: _____	Month: _____	Month: _____
3. Length of time from when the child was determined eligible for a Bridge Program voucher to the child's first day in selected child care setting:			
a. 1-7 days	0	0	0
1. 0-2 years of age	0	0	0
2. 3-5 years of age	0	0	0
3. 6-12 years of age	0	0	0
4. 13-21 years of age (only applicable for children with exceptional needs or severely disabled)	0	0	0
b. 8-14 days	0	0	0
1. 0-2 years of age	0	0	0
2. 3-5 years of age	0	0	0
3. 6-12 years of age	0	0	0
4. 13-21 years of age (only applicable for children with exceptional needs or severely disabled)	0	0	0
c. 15-21 days (Explain in Item 4c Explanation box)	0	0	0
1. 0-2 years of age	0	0	0
2. 3-5 years of age	0	0	0
3. 6-12 years of age	0	0	0
4. 13-21 years of age (only applicable for children with exceptional needs or severely disabled)	0	0	0
d. Over 21 days (Explain Item 3d in Explanation box)	0	0	0
1. 0-2 years of age	0	0	0
2. 3-5 years of age	0	0	0
3. 6-12 years of age	0	0	0
4. 13-21 years of age (only applicable for children with exceptional needs or severely disabled)	0	0	0
4. Children receiving child care with a Bridge Program voucher	0	0	0
a. 0-2 years of age	0	0	0
b. 3-5 years of age	0	0	0
c. 6-12 years of age	0	0	0
d. 13-21 years of age (only applicable for children with exceptional needs or severely disabled)	0	0	0
5. Children receiving child care with a Bridge Program voucher for the first time per foster placement	0	0	0
a. 0-2 years of age	0	0	0
b. 3-5 years of age	0	0	0
c. 6-12 years of age	0	0	0
d. 13-21 years of age (only applicable for children with exceptional needs or severely disabled)	0	0	0



6. Children receiving Bridge Program vouchers in the following type of placement:	0	0	0
a. Resource Family	0	0	0
b. Emergency Placement or Compelling Reason	0	0	0
c. Certified Family Home or Licensed Foster Family Home	0	0	0
d. Approved Relative or Non-Relative Extended Family	0	0	0
e. Parenting Youth under Jurisdiction of Juvenile Court	0	0	0
7. Children that experienced a foster placement change while receiving a Bridge Program voucher	0	0	0
a. 0-2 years of age	0	0	0
b. 3-5 years of age	0	0	0
c. 6-12 years of age	0	0	0
d. 13-21 years of age (only applicable for children with exceptional needs or severely disabled)	0	0	0
8. Children using a Bridge Program voucher in the following type of child care settings:	0	0	0
a. Child Care Center	0	0	0
b. Family Child Care Home	0	0	0
c. License-Exempt Child Care Provider/Program	0	0	0
9. Children that transitioned from the Bridge Program to other subsidized child care	0	0	0
a. 0-2 years of age	0	0	0
b. 3-5 years of age	0	0	0
c. 6-12 years of age	0	0	0
d. 13-21 years of age (only applicable for children with exceptional needs or severely disabled)	0	0	0
10. Children that transitioned from the Bridge Program to non-subsidized child care	0	0	0
a. 0-2 years of age	0	0	0
b. 3-5 years of age	0	0	0
c. 6-12 years of age	0	0	0
d. 13-21 years of age (only applicable for children with exceptional needs or severely disabled)	0	0	0
11. Children unable to secure stable child care prior to the Bridge Program voucher expiring at 6 months	0	0	0
a. 0-2 years of age	0	0	0
b. 3-5 years of age	0	0	0
c. 6-12 years of age	0	0	0
d. 13-21 years of age (only applicable for children with exceptional needs or severely disabled)	0	0	0
12. Children unable to secure stable child care prior to the Bridge Program voucher expiring at 12 months	0	0	0
a. 0-2 years of age	0	0	0
b. 3-5 years of age	0	0	0
c. 6-12 years of age	0	0	0
d. 13-21 years of age (only applicable for children with exceptional needs or severely disabled)	0	0	0



13. Length of time child received a Bridge Program voucher:			
a. Less than 90 days	0	0	0
1. 0-2 years of age	0	0	0
2. 3-5 years of age	0	0	0
3. 6-12 years of age	0	0	0
4. 13-21 years of age (only applicable for children with exceptional needs or severely disabled)	0	0	0
b. 90 days or more, but less than 180 days	0	0	0
1. 0-2 years of age	0	0	0
2. 3-5 years of age	0	0	0
3. 6-12 years of age	0	0	0
4. 13-21 years of age (only applicable for children with exceptional needs or severely disabled)	0	0	0
c. 180 days or more, but less than 270 days	0	0	0
1. 0-2 years of age	0	0	0
2. 3-5 years of age	0	0	0
3. 6-12 years of age	0	0	0
4. 13-21 years of age (only applicable for children with exceptional needs or severely disabled)	0	0	0
d. 270 days or more	0	0	0
1. 0-2 years of age	0	0	0
2. 3-5 years of age	0	0	0
3. 6-12 years of age	0	0	0
4. 13-21 years of age (only applicable for children with exceptional needs or severely disabled)	0	0	0
<b>PART C. CHILD CARE NAVIGATOR</b>	Month: _____	Month: _____	Month: _____
14. Bridge Program eligible families referred to child care	0	0	0
15. Of the families in Item 15, those served by child care	0	0	0
16. Families receiving Bridge Program vouchers served by child	0	0	0
<b>PART D. TRAUMA-INFORMED TRAINING</b>	Month: _____	Month: _____	Month: _____
17. Trauma-informed care trainings	0	0	0
18. Child care providers that attended trauma-informed care	0	0	0
19. Coaching sessions	0	0	0
20. Child care providers that received coaching sessions	0	0	0
<b>COMMENTS</b>			
General Comments			
Item 3d Explanation (Complete if any cell in Item 3d is not 0)			

Report prepared by:

Date:

Phone:

**REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS**

**BOARD MEETING DATE:** May 15, 2018

**CATEGORY:** Consent - Public Works-4.

**SUBJECT:**

2017 Various PRDs – Notice of Completion

**DEPARTMENT:** Public Works

**Supervisory District No. :** All

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

**STAFF REPORT APPROVED BY:** Pat Minturn, Public Works Director

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

**RECOMMENDATION**

Approve and authorize the Public Works Director to sign a Notice of Completion “For Construction on Various Permanent Road Divisions (2017),” Contract No. 111018, and record it within 15 days of actual completion.

**SUMMARY**

The Various Permanent Road Divisions (2017) project will soon be completed.

**DISCUSSION**

On October 17, 2017, SnL Group, Inc., was awarded the contract for construction on the Various Permanent Road Divisions (2017). This project included work on the following PRDs: Coloma Road, Country Field Estates, Craig Lane, Dusty Oaks, Foxwood Estates, Holiday Acres, L&R Estates, Laverne Lane, Marianas Way, Old Stagecoach Way, River Hills Estates, Robledo Road, Shasta Lake Ranchos, and Sonora Trail. It is projected that the work on this project will be completed by the end of May 2018.

**ALTERNATIVES**

The Board may decline to authorize the filing of a Notice of Completion. The lien period would extend for 90 days instead of 30 days. Final payment to the contractor would be delayed by 60 days.

**OTHER AGENCY INVOLVEMENT**

The County Administrative Office has reviewed this recommendation.

**FINANCING**

The total cost of this project, including engineering and contingencies, is estimated to be \$400,000. Adequate funds have been

included in the Adopted FY 2017/18 budgets for the various PRDs. There is no General Fund impact.

REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS

**BOARD MEETING DATE:** May 15, 2018

**CATEGORY:** Consent - Resource Management-5.

**SUBJECT:**

Local Enforcement Agency Enforcement Assistance Grant for FY 2018/19.

**DEPARTMENT:** Resource Management  
Environmental Health Division

**Supervisory District No. :** ALL

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

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

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

**RECOMMENDATION**

Adopt a resolution which: (1) Authorizes the Department of Resource Management's Environmental Health Division to apply for and administer a non-competitive Solid Waste Enforcement Assistance Grant for Fiscal Year 2018-19 in an amount not to exceed \$25,000; and (2) authorizes the Director of Resource Management, or his/her designee, to execute on behalf of the County, all grant documents necessary to secure grant funds and implement the program as specified in the application.

**SUMMARY**

The Environmental Health Division currently functions as the designated Solid Waste Local Enforcement Agency (LEA) in Shasta County. The State provides funding through the California Department of Resources, Recycling, and Recovery (CalRecycle) to enhance the local LEA solid waste inspection and enforcement programs. Shasta County has applied for and received nearly \$716,900 in Enforcement Assistance Grants over the last 26 years.

**DISCUSSION**

For Fiscal Year (FY) 2018/19, the grant will consist of funds appropriated for Shasta County in the estimated amount of \$18,337. The final appropriation may vary depending on the number of agencies that apply for the grant. The Environmental Health Division is recommending that Shasta County apply for these funds to be used to offset a portion of the Solid Waste Program inspection and enforcement program costs. The grant application must be submitted to CalRecycle by May 30, 2018.

**ALTERNATIVES**

The Board may choose not to authorize the application and forego the grant funds. The Environmental Health Division would maintain its role as Local Enforcement Agency but may not be able to carry out all required functions.

**OTHER AGENCY INVOLVEMENT**

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

**FINANCING**

CalRecycle has indicated that Shasta County is eligible for a grant award of approximately \$18,337. The exact amount of the grant award will be determined when the final number of applicants is known. The FY 2018/19 grant of \$18,337 has been budgeted in the current budget process.

**ATTACHMENTS:**

Description	Upload Date	Description
EAG29 RESOLUTION	5/7/2018	EAG29 RESOLUTION

**RESOLUTION NO.**

**A RESOLUTION OF THE BOARD OF SUPERVISORS  
OF THE COUNTY OF SHASTA  
AUTHORIZING A LOCAL ENFORCEMENT AGENCY  
ENFORCEMENT ASSISTANCE GRANT FOR FY 2018/19**

**WHEREAS**, the people of the State of California have authorized the issuance of grants to individual and regional Local Enforcement Agencies (LEA) to carry out the Solid Waste Facilities Permit and Inspection Program pursuant to Public Resources Code Sections 44001 et seq.; and

**WHEREAS**, the California Department of Resources, Recycling, and Recovery has been delegated the responsibility for administering the LEA Grant, which includes procedures governing the application by and payment of grant funds to LEAs; and

**WHEREAS**, Shasta County is the Solid Waste LEA responsible for permitting, inspection, and enforcement duties within Shasta County.

**NOW, THEREFORE, BE IT RESOLVED** that the Shasta County Board of Supervisors authorizes the Shasta County Resource Management Department's Environmental Health Division to apply for and administer a non-competitive Solid Waste Enforcement Assistance Grant for Fiscal Year 2018/19 in an amount not to exceed \$25,000.

**BE IT FURTHER RESOLVED** that the Director of Resource Management or his/her designee is hereby authorized to execute all grant documents necessary to secure grant funds and implement the program as specified in the application.

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

AYES:  
NOES:  
ABSENT:  
ABSTAIN:  
RECUSE:

---

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

ATTEST:

LAWRENCE G. LEES  
Clerk of the Board of Supervisors

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

REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS

**BOARD MEETING DATE:** May 15, 2018

**CATEGORY:** Consent - Other Departments-6.

**SUBJECT:**

Award the purchase of a 3000 Gallon Water Tender for Shasta County Fire.

**DEPARTMENT:** County Service Area No. 1-County Fire

**Supervisory District No. :** All

**DEPARTMENT CONTACT:** Julia Hayen, Staff Services Analyst (530) 225-2516

**STAFF REPORT APPROVED BY:** Mike Hebrard, County Fire Warden (530) 225-2418

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

**RECOMMENDATION**

Take the following actions for the purchase of a 3,000 gallon water tender: (1) Approve and authorize the purchase for County Service Area No. 1-County Fire for the total purchase price of \$249,696.23 (including sales tax and delivery); and (2) approve and authorize County Purchasing to award Request for Quotes (RFQ) 18-18 to Fouts Bros Inc.

**SUMMARY**

In an effort to supply fire protection to the citizens of Shasta County, Shasta County Fire Department (SCFD) is recommending the purchase of a 3000 Gallon Water Tender with a 1,000 gallon per minute pump and two wheel drive transmission. The purchase of this Water Tender will allow a 1996 Kenworth Water Tender to be removed from the property list as a part of the SCFD vehicle replacement cycle. This vehicle is 22 years old, and it presents a greater fiscal liability for repair than total replacement of the vehicle.

This new Water Tender is needed to provide rural fire protection. Reliable vehicles with water supply capability help maintain the Insurance Services Office (ISO) ratings in Shasta County. ISO ratings help determine home fire insurance rates, and lower ratings can help Shasta County citizens with lower property insurance rates. Having safe and reliable equipment allows the volunteer companies to do their job with a greater measure of professionalism as well as enhancing their ability to respond.

**DISCUSSION**

The Department of Support Services - Purchasing Unit released and managed RFQ 18-18, which was

released on February 14, 2018 and closed on March 14, 2018. Six Letters of Invitation were sent, and the Request for Quotes was also posted on the Shasta County competitive procurement website. Two responses were received, and Fouts Bros Inc. was the lowest bidder able to meet the specifications outlined in RFQ 18-18 for suitability of purpose, quality, service, previous experience and date of delivery. The quote price includes all inspections, sales tax and delivery. Manufacturer's liability coverage is included. Notices of Intent to Award were issued on April 16, 2018 and the 10 day protest period ended April 26, 2018. No protests were received.

**ALTERNATIVES**

The Board may request additional information about the quotes or this purchase. The Board may decline to award the quote and approve the purchase at this time.

**OTHER AGENCY INVOLVEMENT**

The County Administrative Office has reviewed this recommendation. The Shasta County Department of Support Services - Purchasing Unit managed the competitive procurement process in conjunction with SCFD staff.

**FINANCING**

The funding for the recommended Water Tender purchase has been appropriated as a part of the SCFD 2017-2018 Final Adjusted Budget. The funding comes from current year Measure B funds designated for fire equipment purchase. There is no additional General Fund impact.



REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS

**BOARD MEETING DATE:** May 15, 2018

**CATEGORY:** Scheduled Hearings - Public Works-6.

**SUBJECT:**

County Service Area No. 23-Crag View Water Rate Increase

**DEPARTMENT:** Public Works

County Service Area No. 23-Crag View

**Supervisory District No. :** 4

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

**STAFF REPORT APPROVED BY:** Pat Minturn, Public Works Director

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

**RECOMMENDATION**

Take the following actions on behalf of County Service Area (CSA) No. 23-Crag View Water: (1) Conduct a public hearing to consider increasing the bi-monthly water rate; (2) close the public hearing; (3) direct the Clerk of the Board to tabulate written protests from property owners and tenants within CSA No. 23-Crag View Water and report back to the Board with the results; and (4) in the absence of a majority protest, introduce, waive the reading of, and enact An Ordinance of the Board of Supervisors of the County of Shasta, County Service Area No. 23-Crag View Water, Repealing Ordinance No. 710 and Setting Forth the Charges, Rates, and Fees for Water and Related Services.

**SUMMARY**

Operational and infrastructure costs exceed revenues in County Service Area No. 23-Crag View Water.

**DISCUSSION**

County Service Area No. 23 provides water service in Crag View. Expenses are incurred to operate the system, make repairs and meet water quality objectives. A rate study has been prepared (attached). The proposal was summarized in a notice to all property owners and tenants per Article XIID, Section 6, of the California Constitution (attached).

**ALTERNATIVES**

The Board may decline to revisit rates at this time. Water is being sold for less than cost.

**OTHER AGENCY INVOLVEMENT**

Staff solicited public input at a Community Advisory Board meeting. County Counsel has approved the Notice of Public Hearing and proposed rate ordinance as to form. The County Administrative Office has reviewed this recommendation.

**FINANCING**

As long as the CSA remains financially self-sufficient, there is no General Fund impact.

**ATTACHMENTS:**

Description	Upload Date	Description
CSA No. 23-Crag View Water Rate Report (January 2018)	5/3/2018	CSA No. 23-Crag View Water Rate Report (January 2018)
CSA No. 23-Crag View Water Prop 218 Notice	5/3/2018	CSA No. 23-Crag View Water Prop 218 Notice
CSA No. 23-Crag View Water Rate Increase Ordinance	5/3/2018	CSA No. 23-Crag View Water Rate Increase Ordinance

# County Service Area #23 – Crag View Water

## Rate Report

January 31, 2018



### INTRODUCTION

County Service Area No. 23 – Crag View Water (CSA) is located in northern Shasta County along the I-5 corridor and near Siskiyou County. It currently has 69 active meters and 6 standby accounts. Crag View Community Services District (CSD) was formed in the early 1970's. By 1991, the CSD had difficulty maintaining a full Board of Directors and retaining licensed operating staff. In 1992 the CSD became a county service area.

At a public hearing on September 15, 2015, the Board of Supervisors adopted Ordinance No. 710, which established rates for water use. At a public hearing on July 25, 2017, the Board of Supervisors adopted an Ordinance No. 728 establishing fees in order to recover the cost to the CSA of certain services such as processing late payments, collecting unpaid balances, shut-offs for failure to pay, backflow prevention testing, and other similar services.

### EXISTING OPERATIONAL FUND

Financial information for the three most recent Fiscal Years (FY) years is available. Complete financials for FY 2014-15, FY 2015-16 and FY 2016-17 are included in **Exhibit A**. This period was selected because it matches with assumption of regulatory oversight by the State Water Resources Control Boards, Division of Drinking Water (DoDW). Regulatory requirements drive water treatment costs.

This period includes some events not related to ongoing maintenance. For instance, in FY 2015-16, there was a hydrant failure which led to an emergency response. **Exhibit B** makes changes to **Exhibit A** to remove some of the unexpected expenses and provides end notes to highlight financial anomalies.

**Table 1** shows revenue and expense as modified in **Exhibit B**.

**Table 1 – Water Revenue and Expense**

	FY 2014-15	FY 2015-16	FY 2016-17	Average
Revenue	\$43,855	\$49,668	\$57,623	\$50,382
Expense	\$58,227	\$72,034	\$50,044	\$60,101
Difference	-\$14,372	-\$22,366	\$7,579	-\$9,720

Depreciation is not shown in **Table 1**.

Revenues and expenses reflect reduced use during two years of drought (2014 and 2015) and two wetter years (2016 was slightly drier than average and 2017 is the wettest year on record for the Northern California Eight Station Index). Water years, calendar years and fiscal years do not align, but, dry year revenue shortfalls are roughly double wet year revenue surpluses. California experiences large variations in annual precipitation. The CSA cannot rely on four more wet years in a row to restore lost revenue.

## **FINANCIAL NEEDS**

Financial needs fall into three broad categories: operations and maintenance, utilities and contingency.

### Operations and Maintenance

Average operating expenses over the last three years were \$60,000. **Exhibit A** and **Exhibit B** show the single largest expense is Professional Maintenance Services. This is utility staff time.

Division of Drinking Water (DoDW) provides regulatory oversight of the CSA. It is a regulatory requirement that the plant be visited by staff every day. To control costs, this is currently achieved with lower paid, part-time help whenever possible. Responding to national and local events, DoDW has increased testing requirements which, for many tests, must be completed by water plant operators with higher levels of licensing than the part time staff. In addition to the time gathering and delivering samples, there are increased testing costs (more tests) and more time spent reviewing results.

### Utilities

The CSA uses electricity from Pacific Power. The largest part of this cost is to maintain pressure in the water system. There is a direct correlation between the amount of water pumped and power use. Long term rates are likely to rise, but recent California Public Utilities Commission filings indicate that rates will remain stable in the short term.

The CSA pays others for the privilege of diverting out of Little Castle Creek. These wholesale water purchase costs are significant and have been highly variable.

Water rights are administered by the State Water Resources Control Board, Division of Water Rights. The CSD obtained the CSA's water right in 1971. That water right is generally junior (inferior) to all pre-1971 water rights. Senior water rights holders in the Sacramento Valley had already appropriated

all available summer flows prior to 1971 so the CSA must find other supplies from July 1 through August 31 every year. The CSA's water right also contains "Standard Water Right Permit Term 91." The July and August window may be extended when there is not enough water in the system to meet senior needs elsewhere in the Sacramento-San Joaquin Delta. In 2014 and 2015, Term 91 was enacted early (April 30 at the earliest) and extended late (December 15 at the latest). When Term 91 is in effect, CSA water must be replaced in the same manner as it is for the July-August restriction.

The CSA is often able to purchase Central Valley Project (CVP) replacement water for the summer months. CVP water is purchased and released from storage downstream so that senior downstream water right holders are kept whole. CVP supplies were curtailed to 50% of average use in 2014 and 25% in 2015. The balance of summer demand had to be met with supplies purchased on the open market, which was expensive.

The Division of Water Rights charges a flat fee annually to administer the water right, regardless of the amount used. Water Rights cost \$153 in FY 2016-17. CVP water cost about \$55 per acre-foot at that time. Transferred water cost \$260 per acre-foot. **Table 2** shows the variability of utilities costs.

**Table 2 – Variable Utility Costs**

	FY 2014-15	FY 2015-16	FY 2016-17	Average
Total Utilities Expense	\$8,439	\$11,622	\$7,323	\$9,128
Electric Expense	\$5,160	\$4,951	\$6,069	\$5,393
Water Expense	\$3,279	\$6,671	\$1,254	\$3,735

### Depreciation

Financial solvency enables the CSA to deliver water to its users. Revenue collected must cover all operating costs, overhead and some depreciation. Depreciation is collected to offset the cost of future equipment replacement and repairs. Thompson-Reuters assigns a fifty year useful life to water systems as a whole, though individual components may wear out sooner. Full annual depreciation, as determined by standard accounting practices, is \$30,976.

## **OTHER FINANCIAL CONSIDERATIONS**

Ordinance 710 does not contain a specific mechanism to recover extra costs associated with water transfers which are required from time to time when drought conditions exists. Because these costs cannot be recovered immediately, additional reserve funding should be set aside.

On July 25, 2017, the Board of Supervisors adopted an ordinance establishing fees in order to recover the cost to the CSA of certain services such as processing late payments, collecting unpaid balances, shut-offs for failure to pay, backflow prevention testing, and other similar services. This CSA has historically had a low rate of late payments and requires few other services. Fees established on July 25, 2017, are not expected to change revenues appreciably in the long term.

### Raw Water Pumps

The system begins with a pair of 150 GPM, 7.5 HP pumps that lift water from Little Castle Creek to the treatment plant. Thompson-Reuters assigns a fifteen year useful life to pumps. The current pumps

were installed in 2012, so have about nine years of planned life in them. To ensure adequate funds are available for their replacement at the end of their useful lives, additional funds should be collected.

#### Filter Media Replacement

Water is pumped from Little Castle Creek is filtered to remove impurities. This is accomplished with three filter tanks containing layers of graded gravel, sand and anthracite coal. Their estimated life is fifteen years. The current filter media was installed in 2012, so have about nine years of planned life in them. To ensure adequate funds are available for media replacement, additional funds should be collected.

## **EXISTING WATER USE PATTERNS**

The treatment and distribution systems are adequately sized to serve the current district.

During development of this rate report, individual meter use from bi-monthly billings for the service period from July 1, 2014, through June 30, 2017, was examined. Part of this period coincided with a drought. Non-zero average and median use is shown in **Table 3**. The “Aggregate” column considers all of the data together; because different fiscal years contain different numbers of non-zero transactions, the average is different than the average of the fiscal year averages.

**Table 3 – Non-Zero Average and Median Use in Cubic Feet**

	FY 2014-15	FY 2015-16	FY 2016-17	Aggregate
Average	5,217	3,868	5,183	4,763
Median	1,802	2,000	2,000	2,000

Fiscal years split summers. The averages indicate an increase in use in late summer, probably due to high outdoor demand. Average use decreased during FY 2015-16 reflecting low use in late 2015. Median use shows that most billing periods, most metered use is at or below the base quantity established in Rate Ordinance 710. Median use likely reflects seasonal meter-reading difficulties; when a meter cannot be read, 2,000 cubic feet is assumed. Quantities are normalized in the next billing cycle.

## **REVENUE GOALS**

The CSA had average annual expenses of \$60,101 during the study period. During that period, an average of \$5,345 in pre-Proposition 13 property and other taxes were annually received, so total, break-even income needs are \$54,756. Average utility costs were \$9,128 during that time. So, average annual fixed costs are about \$45,628.

The rate structure is designed to recover fixed costs in the base rate and variable costs in the volumetric (per-hundred cubic foot) rate.

## **PROPOSED WATER RATES**

Rate Ordinance 710 went into effect on September 15, 2015. It established the bi-monthly charge for the first 2,000 cubic feet of water at \$90.00 and \$0.60 per 100 cubic feet thereafter.

The new rate structure more closely matches recurring fixed costs to the base rate and variable costs to the volumetric charge. Fixed costs are those that occur independent of the quantity of water produced. For instance, an operator must check the plant daily and meters must be read bi-monthly as long as the system is operating. The most obvious variable cost is for utilities; chemical costs and a certain amount of maintenance is also based on the amount of water produced. Standby and vacation rates are unchanged and are set at \$36 per billing cycle and treated as fixed.

Based on the three years examined, a rate structure using a simple meter fee (no water use) of \$107.10 and a per-hundred cubic feet rate of \$0.63 would cover the basic cost of providing service provided there is not another water supply curtailment or electrical rate increase. However, this overlooks the need to maintain minimum turnover in the system for water quality and other reasons. CSA customers have historically preferred a base water use quantity. This rate structure will not be further examined.

Based on the three years examined, a rate structure allowing 2,000 cubic feet of base use could work with a \$111.35 base rate and a per-hundred cubic feet rate of \$0.63. That would cover the basic cost of providing service until there is another water shortage, electrical rate increase or other unexpected expense. No money is set aside for future emergencies or equipment replacement needs. Phasing in future rates will help prepare for the future.

Additional funds should be collected to ensure replacement of the intake pumps and filter media.

#### Raw Water Pumps

Two raw water pumps were installed in 2012 for a total cost of approximately \$22,000. Using the average quantity of water sold annually over the study period (1,664,008 cubic feet) and the average customer use under the 2,000 cubic foot base quantity (1,057 cubic feet) adds \$1.55 to the base rate and \$0.15 per 100 cubic feet to the variable rate. This revenue would equate to replacement in nine years.

#### Filter Media Replacement

The graded gravel, sand and anthracite coal filter media in three tanks was installed in 2012 for a total cost of approximately \$20,000. Using the average quantity of water sold annually over the study period (1,664,008 cubic feet) and the average customer use under the 2,000 cubic foot base quantity (1,057 cubic feet) adds \$1.41 to the base rate and \$0.14 per 100 cubic feet to the variable rate. This revenue would equate to replacement in nine years.

**Table 4** shows a rate proposal which meets the short-term financial needs of the CSA.



**Table 4 – Four Year Proposal – 2,000 Cubic Foot Base Quantity**

	Current	Year 1	Year 2	Year 3	Year 4
Base Rate	\$90.00	\$114.31	\$118.76	\$123.41	\$128.26
Per 100 Cubic Feet	\$0.60	\$0.92	\$0.96	\$1.00	\$1.04
Average Bi-Monthly	\$109.20	\$143.75	\$149.48	\$155.41	\$161.54
Percent Increase	-	31.6	3.1	4.0	3.9
Median Bi-Monthly	\$90.00	\$114.31	\$118.76	\$123.41	\$128.26
Percent Increase	-	27.0	3.9	3.9	3.9
Model Revenue	\$45,568	\$59,372	\$61,682	\$64,074	\$66,550

The base rate increases annually to generate revenue against general maintenance and regulatory needs. The variable rate increases four cents annually to generate revenue against future water shortages when larger quantities of water must be purchased occasionally at higher prices.

## CONCLUSION

The rate structure and schedule proposed in **Table 4** recovers current operating costs in the first year and begins accruing funds against the eventual replacement of the intake pumps and media filters. Money is set aside for other future operating needs beginning in the second year, barring a return of drought conditions or infrastructure failure. After the planning horizon (or sooner, if operational circumstances demand), the rate structure should be reconsidered in order to maintain the long-term ability to provide water in the CSA.

Attachment:

**Exhibit A:** Expense and Revenue Statement

**Exhibit B:** Revised Expense and Revenue Statement

<b>Shasta County DPW</b> <b>CSA #23 Cragview Water Admin.</b> <b>Organization Code 00396</b>				
<b>ACCT NOS.</b>	<b>CLASSIFICATION</b>	<b>ACTUAL BALANCE 2014-15</b>	<b>ACTUAL BALANCE 2015-16</b>	<b>ACTUAL BALANCE 2016-17</b>
EXPENSES:				
<u>SERVICES AND SUPPLIES</u>				
032500	COMMUNICATIONS	357	408	307
033103	INSURANCE EXP MISC	24	24	20
033500	MAINTENANCE OF EQUIPMENT	4,507	1,571	1,337
033900	MEDICAL DENTAL LAB SUPPLIES	460	0	0
034100	MEMBERSHIPS	153	163	161
034310	MISC XP PRIOR PERIOD EXP ADJ	0	0	0
034500	OFFICE EXPENSE	0	0	0
034591	CHGS OC POSTAGE SVS	563	545	400
034800	PROF & SPECIAL SERVICES	0	653	0
034802	PROF ADMIN SERVICES	3,076	12,937	1,750
034826	PROF LAB SVS	2,691	3,510	3,010
034829	PROF MAINTENANCE SVS	23,731	35,325	24,685
034893	CHGS AUD PROP TAX SVS	151	161	142
034900	PUB & LEGAL NOTICES	0	180	112
035500	SMALL TOOLS & EQUIPMENT	29	0	0
035700	SPECIAL DEPARTMENTAL EXPENSE	2,241	1,167	610
035743	SPECIAL DEPT EXP PERMITS/LICENSES	0	0	0
035900	TRANS/TRAVEL	6,296	6,116	6,257
036100	UTILITIES	8,439	11,622	7,323
	<b>TOTAL SERVICES AND SUPPLIES</b>	<b>52,718</b>	<b>74,381</b>	<b>46,115</b>
<u>OTHER CHARGES</u>				
050001	CENTRAL SERVICE COST A-87	5,514	2,089	3,931
050900	DEPRECIATION	30,976	30,976	30,976
051100	BAD DEBTS	(4)	(9)	(2)
096630	TRANS OUT CSA #23 CRAGVIEW S/A	244	0	0
	<b>TOTAL OTHER CHARGES</b>	<b>36,729</b>	<b>33,056</b>	<b>34,904</b>
	<b>TOTAL EXPENDITURES</b>	<b>89,447</b>	<b>107,438</b>	<b>81,020</b>
REVENUE:				
<u>TAXES</u>				
101000	CURRENT SECURED TAXES	4,471	4,828	4,912
101001	CURRENT UNITARY TAXES	219	219	221
101011	CURR SEC TAX DEL ADV TEETER	75	80	77
101100	SUPPLEMENTAL TAXES CURRENT	41	48	55

<b>Shasta County DPW</b> <b>CSA #23 Cragview Water Admin.</b> <b>Organization Code 00396</b>				
ACCT NOS.	CLASSIFICATION	ACTUAL BALANCE 2014-15	ACTUAL BALANCE 2015-16	ACTUAL BALANCE 2016-17
101111	SUPPLEMENTAL TAXES CURR	15	5	6
102000	CURRENT UNSECURED TAXES	248	257	249
104000	PRIOR YEAR UNSECURED TAXES	2	3	2
	<b>TOTAL CHARGES FOR SERVICES</b>	5,072	5,441	5,522
<u>REVENUE FROM MONEY &amp; PROPERTY</u>				
420000	INTEREST	144	9	(19)
	<b>TOTAL REVENUE FROM MONEY &amp; PROPERTY</b>	144	9	(19)
<u>INTERGOVERNMENTAL REVENUES</u>				
546000	STATE HOMEOWNERS EXEMPTION	86	88	85
	<b>TOTAL INTERGOVERNMENTAL REVENUES</b>	86	88	85
<u>CHARGES FOR SERVICES</u>				
668132	S/A CURR NON OPER	0	0	0
668194	S/A DEL WATER CURR	436	72	517
693020	WATER SERVICE COLLECTIONS	38,117	44,058	51,518
	<b>TOTAL CHARGES FOR SERVICES</b>	38,553	44,129	52,034
<u>MISCELLANEOUS REVENUES</u>				
799300	MISCELLANEOUS REVENUE	0	12	0
799391	PRIOR PERIOD REV ADJUSTMENT	238,428	0	0
795000	AUDITOR VOID/STALE DATED CHECK	0	0	0
806356	TRAN IN CSA #23 CRAGVIEW	53	0	0
	<b>TOTAL MISCELLANEOUS REVENUES</b>	238,481	12	0
	<b>TOTAL REVENUES</b>	282,336	49,680	57,623
	<b>EXPENSES (OVER) UNDER REVENUES</b>	192,889	(57,758)	(23,397)

<b>Shasta County DPW</b> <b>CSA #23 Cragview Water Admin.</b> <b>Organization Code 00396</b>				
<b>ACCT NOS.</b>	<b>CLASSIFICATION</b>	<b>ACTUAL BALANCE 2014-15</b>	<b>ACTUAL BALANCE 2015-16</b>	<b>ACTUAL BALANCE 2016-17</b>
EXPENSES:				
<u>SERVICES AND SUPPLIES</u>				
032500	COMMUNICATIONS	357	408	307
033103	INSURANCE EXP MISC	24	24	20
033500	MAINTENANCE OF EQUIPMENT	4,507	1,571	1,337
033900	MEDICAL DENTAL LAB SUPPLIES	460	0	0
034100	MEMBERSHIPS	153	163	161
034310	MISC XP PRIOR PERIOD EXP ADJ	0	0	0
034500	OFFICE EXPENSE	0	0	0
034591	CHGS OC POSTAGE SVS	563	545	400
034800	PROF & SPECIAL SERVICES	0	653	0
034802	PROF ADMIN SERVICES <sup>1</sup>	3,076	8,509	1,750
034826	PROF LAB SVS	2,691	3,510	3,010
034829	PROF MAINTENANCE SVS <sup>2</sup>	23,731	35,325	24,685
034893	CHGS AUD PROP TAX SVS	151	161	142
034900	PUB & LEGAL NOTICES	0	180	112
035500	SMALL TOOLS & EQUIPMENT	29	0	0
035700	SPECIAL DEPARTMENTAL EXPENSE	2,241	1,167	610
035743	SPECIAL DEPT EXP PERMITS/LICENSES	0	0	0
035900	TRANS/TRAVEL	6,296	6,116	6,257
036100	UTILITIES <sup>3</sup>	8,439	11,622	7,323
	<b>TOTAL SERVICES AND SUPPLIES</b>	<b>52,718</b>	<b>69,953</b>	<b>46,115</b>
<u>OTHER CHARGES</u>				
050001	CENTRAL SERVICE COST A-87 <sup>4</sup>	5,514	2,089	3,931
050900	DEPRECIATION <sup>5</sup>	0	0	0
051100	BAD DEBTS	(4)	(9)	(2)
096630	TRANS OUT CSA #23 CRAGVIEW S/A <sup>6</sup>	0	0	0
	<b>TOTAL OTHER CHARGES</b>	<b>5,509</b>	<b>2,080</b>	<b>3,928</b>
	<b>TOTAL EXPENDITURES</b>	<b>58,227</b>	<b>72,034</b>	<b>50,044</b>
REVENUE:				
<u>TAXES<sup>7</sup></u>				
101000	CURRENT SECURED TAXES	4,471	4,828	4,912
101001	CURRENT UNITARY TAXES	219	219	221
101011	CURR SEC TAX DEL ADV TEETER	75	80	77
101100	SUPPLEMENTAL TAXES CURRENT	41	48	55

<b>Shasta County DPW</b> <b>CSA #23 Cragview Water Admin.</b> <b>Organization Code 00396</b>				
ACCT NOS.	CLASSIFICATION	ACTUAL BALANCE 2014-15	ACTUAL BALANCE 2015-16	ACTUAL BALANCE 2016-17
101111	SUPPLEMENTAL TAXES CURR	15	5	6
102000	CURRENT UNSECURED TAXES	248	257	249
104000	PRIOR YEAR UNSECURED TAXES	2	3	2
	<b>TOTAL REVENUE FROM TAXES</b>	5,072	5,441	5,522
<b>REVENUE FROM MONEY &amp; PROPERTY</b>				
420000	INTEREST	144	9	(19)
	<b>TOTAL REVENUE FROM MONEY &amp; PROPERTY</b>	144	9	(19)
<b>INTERGOVERNMENTAL REVENUES</b>				
546000	STATE HOMEOWNERS EXEMPTION	86	88	85
560502	FED WATER SYSTEM IMPROVE GRANT	0	0	0
	<b>TOTAL INTERGOVERNMENTAL REVENUES</b>	86	88	85
<b>CHARGES FOR SERVICES</b>				
668132	S/A CURR NON OPER	0	0	0
668194	S/A DEL WATER CURR	436	72	517
693020	WATER SERVICE COLLECTIONS	38,117	44,058	51,518
	<b>TOTAL CHARGES FOR SERVICES</b>	38,553	44,129	52,034
<b>MISCELLANEOUS REVENUES</b>				
799300	MISCELLANEOUS REVENUE	0	0	0
799391	PRIOR PERIOD REV ADJUSTMENT <sup>8</sup>	0	0	0
795000	AUDITOR VOID/STALE DATED CHECK	0	0	0
806356	TRAN IN CSA #23 CRAGVIEW <sup>9</sup>	0	0	0
	<b>TOTAL MISCELLANEOUS REVENUES</b>	0	0	0
	<b>TOTAL REVENUES</b>	43,855	49,668	57,623
	<b>EXPENSES (OVER) UNDER REVENUES</b>	(14,372)	(22,366)	7,579

**EXHIBIT B**

**ENDNOTES**

1. Professional Administrative Services jumped in 2015-16. The increase can be attributed to drought response, preparation of Rate Study and subsequent additional work after the proposed rate increase was rejected in a Proposition 218 vote. A second Rate Study and Proposition 218 process were completed. Periodic rate studies and Proposition 218 processes must be completed and these should be developed thoughtfully. Periodic droughts are inevitable. Development and customer questions are referred to professional staff. 50% of professional staff time after the protest ballot is removed (\$4,428) from FY 2015-16.
2. FY2015-16 staff time is high due to a leak repair. Leaks and repairs are expected.
3. "Utilities" shows the cost of electricity to keep the system pressurized and the cost of raw water when Term 91 is in effect. During 2014 and 2015, drought water purchases drove utility costs to increase. The period of Term 91 restriction on water right use was greatly increased and Central Valley Project water was not available to backfill the full amount of need, so more expensive water was purchased on the open market. Periodic water supply restrictions and additional water costs are to be expected. It is expected that energy costs will also rise, though recent filings with the California Public Utilities Commission indicate that they will be stable for the next year or so.
4. A-87 is the cost of services provided to the CSA by County Departments other than Public Works. For instance, the Auditor does not bill time directly to the CSA, but accrues costs when materials and services are purchased for the CSA, and when funds are maintained and audited. The formula is state mandated, so the A-87 values will not be changed.
5. Depreciation is a non-cash item and is not shown. Depreciation reflects aging of the system equipment and pipes, all of which will eventually need replacement and many will need repairs during their useful life. Ideally, the full annual depreciation value would be set aside. The actual amount set aside to cover depreciation, though, based on confidence in the availability of future grants and perceived increases in operating costs.
6. Prior to FY 2015-2016, the County's practice was to run loan and bond payments through the operational finances. In FY 2014-15 \$244 passed through this account to repay a loan.
7. The Crag View Community Services District (CSD) was formed in 1971. In 1978, California's voters passed Proposition 13, changing the way taxes are calculated and distributed. Because the CSD received some tax revenue prior to passage of the Proposition, the CSA receives revenue from it now. The other tax income is small, but the average total amount will be deducted from the revenue goal when rates are considered.

8. Prior to FY 2015-2016, the County's practice was to run loan and bond payments through the operational finances. In FY 2015-16, the Auditor separated operations from debt. \$238,428 reserved for debt payments was transferred accordingly. It is not a regular source of income and so is removed.
9. \$53 remaining in an account used to pay off an existing loan was transferred into the CSA's revenues.





## CSA #23 — CRAG VIEW WATER RATE INCREASE

### PROPOSITION 218 NOTICE OF PROPOSED WATER RATE INCREASE

TO AFFECTED PROPERTY OWNER(S):

YOU ARE HEREBY NOTIFIED THAT THE SHASTA COUNTY BOARD OF SUPERVISORS WILL BE CONSIDERING A WATER RATE INCREASE FOR COUNTY SERVICE AREA (CSA) #23 – CRAG VIEW WATER. THIS RATE INCREASE IS TO COVER INCREASED EXPENSES IN THE PRODUCTION, TREATMENT AND DELIVERY OF WATER TO PROPERTIES WITHIN THE CSA. THIS NOTICE IS GIVEN IN ACCORDANCE WITH PROPOSITION 218 AND ARTICLE XIID OF THE CALIFORNIA CONSTITUTION.

THE PROPOSED RATES ARE LISTED BELOW:

#### CURRENT BI-MONTHLY BILL

	Existing
Base Rate (0-2,000 Cubic Feet)	\$90.00
Rate Per 100 Cubic Feet (over 2,000 Cubic Feet)	\$0.60

#### EFFECTIVE DATE: 7/1/2018 BI-MONTHLY BILL

	Proposed – Year 1
Base Rate (0-2,000 Cubic Feet)	\$114.31
Rate Per 100 Cubic Feet (over 2,000 Cubic Feet)	\$0.92

#### EFFECTIVE DATE: 7/1/2019 BI-MONTHLY BILL

	Proposed – Year 2
Base Rate (0-2,000 Cubic Feet)	\$118.76
Rate Per 100 Cubic Feet (over 2,000 Cubic Feet)	\$0.96

#### EFFECTIVE DATE: 7/1/2020 BI-MONTHLY BILL

	Proposed – Year 3
Base Rate (0-2,000 Cubic Feet)	\$123.41
Rate Per 100 Cubic Feet (over 2,000 Cubic Feet)	\$1.00

#### EFFECTIVE DATE: 7/1/2021 BI-MONTHLY BILL

	Proposed – Year 4
Base Rate (0-2,000 Cubic Feet)	\$128.28
Rate Per 100 Cubic Feet (over 2,000 Cubic Feet)	\$1.04

A DETAILED ACCOUNTING SHOWING THE BASIS OF THE FEES MAY BE VIEWED AND OBTAINED AT THE SHASTA COUNTY DEPARTMENT OF PUBLIC WORKS AT 1855 PLACER STREET, REDDING, CALIFORNIA.

A PUBLIC HEARING IS SCHEDULED ON MAY 15, 2018, IN THE SHASTA COUNTY BOARD OF SUPERVISORS CHAMBERS, LOCATED AT 1450 COURT STREET, ROOM 263, REDDING, CALIFORNIA, AT 9:00 A.M., OR AS SOON THEREAFTER AS MAY BE HEARD, TO CONSIDER THE PROPOSED WATER RATE INCREASE AND ANY PROTESTS.

#### Protest Information:

The Shasta County Board of Supervisors will consider the proposed water service rate increase at a public hearing at 9:00 a.m., or as soon thereafter as can be heard, on May 15, 2018, at the Board of Supervisors Chambers located at 1450 Court Street, Room 263, Redding, California. Under State law, if you are the owner of record of, or a tenant at, a parcel or parcels subject to the proposed rate changes, you may submit a protest against the proposed rate changes by filing a written protest with the Clerk of the Board at or before the time set for the public hearing. Only one protest per parcel will be counted. If there is no majority protest the Board will consider and may adopt the increased water service rate. A majority protest exists if written protests against the proposed rate increase are presented by a majority of the affected parcels.

A written protest must contain a description of the parcel or parcels in which the party signing the protest has an interest, sufficient to identify the parcel(s). If the party signing the protest is not shown on the last equalized assessment role of Shasta County as the owner of the parcel(s), the protest must contain or be accompanied by written evidence that such party is the owner of the parcel(s) or is a tenant on the parcel(s). Written protests regarding the proposed rate changes may be mailed to: County of Shasta, Clerk of the Board, 1450 Court Street, Suite 308B, Redding, California 96001. Written protests may also be personally delivered to the Clerk of the Board at this address. To be valid, a protest must be in writing and received by the Clerk of the Board at or before the time of the protest hearing.

**ORDINANCE NO.**

**AN ORDINANCE OF THE BOARD OF SUPERVISORS  
OF THE COUNTY OF SHASTA,  
COUNTY SERVICE AREA NO. 23 – CRAG VIEW WATER,  
REPEALING ORDINANCE NO. 710 AND SETTING FORTH THE CHARGES,  
RATES, AND FEES FOR WATER AND RELATED SERVICES**

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

**WHEREAS**, on March 21, 2018, a written notice describing the proposed rates, fees, and charges to be imposed for water and related services was mailed to the affected property owners in accordance with the provisions of Cal. Const., art. XIII D, §6; and

**WHEREAS**, on May 15, 2018, a public hearing was held to provide an opportunity to protest the proposed the proposed rates, fees, and charges to be imposed for water and related services in accordance with Cal. Const., art XIII D, §6; and

**WHEREAS**, the proposed rates, fees, and charges are necessary in providing water services, including an appropriate level of reserves, and will not produce revenues in excess of the costs of such service; and

**WHEREAS**, there was not a majority protest to the proposed rates, fees, and charges to be imposed for water and related services; and

**WHEREAS**, this ordinance complies with the legal and procedural requirements for setting the charges and rates for water and related services including, but not limited to, Cal. Const., art XIII D, §6 and Government Code section 53750 *et seq.*

**Now therefore, the Board of Supervisors of the County of Shasta hereby and ordains as follows:**

**Section 1.** Water Rate Schedule: The rates, fees, and charges to be imposed for water and related services in County Service Area No. 23 (Crag View Water) shall be as follows:

**Basic Bi-monthly Charge Effective July 1, 2018**

*In-District Customer*

- (1) A basic Bi-monthly Charge of \$114.31, which includes the first 2,000 cubic feet of water consumed (0 – 2,000 cubic feet);
- (2) A charge of \$0.92 for every 100 cubic feet or portion thereof for that portion of the total bi-monthly consumption over 2,000 cubic feet.

*Out-of-District Customer*

- (1) A basic Bi-monthly Charge of \$158.70, which includes the first 2,000 cubic feet of water consumed (0 – 2,000 cubic feet);

Ordinance No.  
May 15, 2018  
Page 2 of 5

- (2) A charge of \$1.59 for every 100 cubic feet or portion thereof for that portion of the total bi-monthly consumption over 2,000 cubic feet.

**Basic Bi-monthly Charge Effective July 1, 2019**

*In-District Customer*

- (1) A basic Bi-monthly Charge of \$118.76, which includes the first 2,000 cubic feet of water consumed (0 – 2,000 cubic feet);
- (2) A charge of \$0.96 for every 100 cubic feet or portion thereof for that portion of the total bi-monthly consumption over 2,000 cubic feet.

*Out-of-District Customer*

- (1) A basic Bi-monthly Charge of \$158.70, which includes the first 2,000 cubic feet of water consumed (0 – 2,000 cubic feet);
- (2) A charge of \$1.59 for every 100 cubic feet or portion thereof for that portion of the total bi-monthly consumption over 2,000 cubic feet.

**Basic Bi-monthly Charge Effective July 1, 2020**

*In-District Customer*

- (1) A basic Bi-monthly Charge of \$123.41, which includes the first 2,000 cubic feet of water consumed (0 – 2,000 cubic feet);
- (2) A charge of \$1.00 for every 100 cubic feet or portion thereof for that portion of the total bi-monthly consumption over 2,000 cubic feet.

*Out-of-District Customer*

- (1) A basic Bi-monthly Charge of \$158.70, which includes the first 2,000 cubic feet of water consumed (0 – 2,000 cubic feet);
- (2) A charge of \$1.59 for every 100 cubic feet or portion thereof for that portion of the total bi-monthly consumption over 2,000 cubic feet.

Ordinance No.  
May 15, 2018  
Page 3 of 5

### **Basic Bi-monthly Charge Effective July 1, 2021**

#### *In-District Customer*

- (1) A basic Bi-monthly Charge of \$128.26, which includes the first 2,000 cubic feet of water consumed (0 – 2,000 cubic feet);
- (2) A charge of \$1.04 for every 100 cubic feet or portion thereof for that portion of the total bi-monthly consumption over 2,000 cubic feet.

#### *Out-of-District Customer*

- (1) A basic Bi-monthly Charge of \$158.70, which includes the first 2,000 cubic feet of water consumed (0 – 2,000 cubic feet);
- (2) A charge of \$1.59 for every 100 cubic feet or portion thereof for that portion of the total bi-monthly consumption over 2,000 cubic feet.

#### *In-District Customer with Multiple Household Equivalents*

Customers will be assigned household equivalents (HEs) based on the Crag View Water System Assessment District No. 2010-1 and charged the basic Bi-monthly rate multiplied by the number of HEs assigned. The quantity of water available at the basic charge is multiplied by the number of HEs assigned. The consumption charge of \$0.92 will be applicable for every 100 cubic feet of water used in excess of the base amount, or portion thereof used after July 1, 2018. The consumption charge of \$0.96 will be applicable for every 100 cubic feet of water used in excess of the base amount, or portion thereof used after July 1, 2019. The consumption charge of \$1.00 will be applicable for every 100 cubic feet of water used in excess of the base amount, or portion thereof used after July 1, 2020. The consumption charge of \$1.04 will be applicable for every 100 cubic feet of water used in excess of the base amount, or portion thereof used after July 1, 2021. The Public Works Director shall have the discretion to adjust the number of HEs assigned to a parcel based on a change in use, as requested by the property owner.

#### *Out-of-District Customer with Multiple Household Equivalents*

Customers connected to Crag View Water System but outside of the boundary of the Crag View Water System Assessment District No. 2010-1 shall be assigned HEs based on average annual water use between July 1, 2011 and June 30, 2014. One HE shall equal one acre-foot of water used. HE's assigned shall be rounded upward to the nearest whole integer. The basic Bi-monthly Charge of \$158.70 is multiplied by the number of HEs assigned. The quantity of water available at the basic charge is multiplied by the number of HEs assigned. The consumption charge of \$1.59 will be applicable for every 100 cubic feet of water used in excess of the base amount, or portion thereof used. The Public Works Director shall have the discretion to adjust the number of HEs assigned to a parcel based on a change in use, as requested by the property owner.

Ordinance No.  
May 15, 2018  
Page 4 of 5

- Section 2. Vacation Status:** \$25.00 (Bi-monthly). Pursuant to the Shasta County Service Area Ordinance, customers with a meter may be charged the applicable standby fee during the months the property is vacant, upon request, if the property is to receive regular water service for less than three (3) consecutive months per year.
- Section 3. Standby Charge:** A standby charge of \$25.00 shall be paid by the owner of each parcel in the service area for which delivery of water service has not been initiated, whether structures are present on the property or not. Parcels which are determined not to be suitable for residential or commercial development may not be charged a stand-by fee. This determination will include factors such as size of the property, the topography of the property, and the shape of the property. This determination will be made by the Director of Public Works.
- Section 4. Annexation fees and/or Payment in lieu of Past Parcel Charge for Newly Created Parcels:** The service area levies an annual parcel charge that is used to repay the loan used to construct the water system. This charge is collected with the property taxes. A fee shall be paid for each newly created or annexed parcel, prior to annexation or recording the map that creates the lots, in an amount equal to the parcel had it been in the District when said charges were levied on other parcels in the District.
- Section 5. Water Sales to Out-of-District Users (Short-Term Usage):** Persons who are not residents or property owners in County Service Area No. 23 –Crag View Water may purchase water where and when available at the rate of twice the amount charged to regular customers for the same usage in a two-month period.
- County Service Area No. 23 – Crag View Water will provide a meter to record water usage upon receipt of a \$500.00 deposit. A permit will be issued outlining the conditions of use.
- Section 6.** This ordinance supersedes any prior ordinance or resolution setting water rate fees for County Service Area No. 23 – Crag View Water. Ordinance No. 710 is repealed.
- Section 7.** This ordinance shall take effect and be in full force and effect from and after 30 days after its passage. The Clerk shall cause this ordinance to be published as required by law.
- Section 8.** If any section, subsection, clause, phrases, or portion of this ordinance is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this ordinance.



Ordinance No.  
May 15, 2018  
Page 5 of 5

**DULY PASSED AND ADOPTED** this 15th day of May, 2018 by the Board of Supervisors of the County of Shasta, State of California, County Service Area No. 23 – Crag View Water 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