



SHASTA COUNTY

BOARD OF SUPERVISORS

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

AGENDA

REGULAR MEETING OF THE BOARD OF SUPERVISORS

Tuesday, May 22, 2018, 9:00 AM

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

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

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

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

CALL TO ORDER

Invocation: Pastor Craig Puljan, Palo Cedro Community Church

Pledge of Allegiance: Supervisor Kehoe

REGULAR CALENDAR

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

PRESENTATIONS

R 1 Presentation

Receive a presentation regarding the 2017 Shasta County Fire Department Annual Report.

No Additional General Fund Impact No Vote

PUBLIC COMMENT PERIOD - OPEN TIME

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

CONSENT CALENDAR

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

GENERAL GOVERNMENT

C 1 Clerk of the Board

Approve the minutes of the meeting held on May 15, 2018, as submitted.

No General Fund Impact Simple Majority Vote

C 2 Support Services-Personnel

Adopt a resolution, effective June 1, 2018, which amends the Shasta County Personnel Rules, Chapter 20, Travel and Other Expenses- County Charges.

General Fund Impact Simple Majority Vote

HEALTH AND HUMAN SERVICES

C 3 Health and Human Services Agency-Regional Services

Approve and authorize the Chairman to sign a renewal agreement with Computer Logistics in an amount not to exceed \$300,000 to provide employment subsidy reimbursement, as the employer of record, for the employment of eligible CalWORKs recipients for the period July 1, 2018 through June 30, 2020.

No Additional General Fund Impact

Simple Majority Vote

LAW AND JUSTICE

C 4 Probation

Approve and authorize the Chairman to sign an amendment to the agreement with Northern Valley Catholic Social Service, Inc. (NVCSS) to increase the maximum compensation by \$15,000 to \$55,000 for Fiscal Year 2017-18 with a new contract maximum of \$135,000 to provide counseling programs and services, retaining the term of the agreement through June 30, 2016, with two automatic one-year renewals.

No Additional General Fund Impact

Simple Majority Vote

C 5 Probation

Approve and authorize the Chairman to sign a retroactive renewal revenue agreement with the Shasta-Tehama-Trinity Joint Community College District in an amount not to exceed \$59,110 to provide case management services for the Shasta Technical Education Program – Unified Partnership (STEP-UP) Program for the period May 10, 2018 through May 9, 2019.

No Additional General Fund Impact

Simple Majority Vote

PUBLIC WORKS

C 6 Public Works

Take the following actions regarding the “Deschutes Road (2H01B) Widening Project – Phase 1,” Contract No. 702982: (1) Find the project categorically exempt in conformance with the California Environmental Quality Act (CEQA) Guidelines Section 15302, Class 2-Replacement and Reconstruction of Existing Structures and Facilities; (2) approve plans and specifications and direct the Public Works Director to advertise for bids, contingent upon Caltrans authorizing release of construction programming; and (3) authorize opening of bids on or after June 21, 2018, at 11 a.m.

No General Fund Impact

Simple Majority Vote

C 7 Public Works

Take the following actions regarding the “Gas Point Road Widening Project,” Contract No. 702976: (1) Approve the plans and specifications and direct the Public Works Director to advertise for bids, contingent upon Caltrans authorizing release of construction programming; and (2) authorize the opening of bids on or

after June 21, 2018, at 11 a.m.

No General Fund Impact

Simple Majority Vote

C 8 Public Works

Introduce and waive the reading of An Ordinance of the Board of Supervisors of the County of Shasta Amending Ordinance No. 408 of Shasta County Entitled “An Ordinance Placing Speed Restriction on Motor Vehicle Travel over Certain Streets and Portions Thereof,” by Amending Section II Thereof establishing the following speed restriction: 30 miles per hour (mph) on Shady Lane (2H050) from Anderson city limits to the end of Shady Lane 0.47 miles south of Anderson city limits.

No General Fund Impact

Simple Majority Vote

C 9 Public Works

Take the following actions regarding the “2017 Pavement Management System,” Contract No. 701604: (1) Approve and authorize the Public Works Director to enter into an agreement with the Metropolitan Transportation Commission in the amount of \$10,680 to provide technical support for database setup and first-year subscription of the StreetSaver software; (2) authorize the Public Works Director, or his/her designee, to accept the StreetSaver standard End User License Agreement; and (3) authorize the Public Works Director, or his/her designee, to renew the StreetSaver software subscription annually in an amount not to exceed \$5,000 per year.

No General Fund Impact

Simple Majority Vote

RESOURCE MANAGEMENT

C 10 Resource Management

Planning Division

Approve and authorize the Chairman to sign an amendment effective date of signing to the agreement with Kimley-Horn and Associates, Inc., to prepare environmental documents for the Tierra Robles Planned Development Project, which: (1) Increases maximum compensation by \$34,740 (for a new total not to exceed \$284,001); (2) specifies the number of meetings with staff and attendance at Planning Commission and Board of Supervisors meetings; and (3) extends the term of the agreement from June 30, 2018 to June 30, 2019, or until the Final Environmental Impact Report is certified and the County accepts the Final Mitigation Monitoring and Reporting Program, whichever occurs first.

No Additional General Fund Impact

Simple Majority Vote

REGULAR CALENDAR, CONTINUED

GENERAL GOVERNMENT

R 2 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

PUBLIC WORKS

R 3 Public Works

Sheriff

Take the following actions regarding the "Jail Recreation Yard & Shower Improvement Project," Contract No. 610485: (1) Find the project categorically exempt in conformance with the California Environmental Quality Act (CEQA) Section 15301, Class 1-Existing Facilities; (2) designate the Public Works Director as the County's agent to sign and approve plans and specifications prepared, provided the plans and specifications are substantially similar to the draft Contract Book for the Shasta County Jail Recreation Yard & Shower Improvement Project; (3) direct the Public Works Director to advertise for bids; and (4) authorize opening of bids on or after July 12, 2018, at 11 a.m.

No Additional General Fund Impact

Simple Majority Vote

CLOSED SESSION ANNOUNCEMENT

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

CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION
(Government Code section 54956.9, subdivision (d), paragraph (1))

Name of Case: Everett Jewett, et al. v. Shasta County Sheriff's Department, et al.

CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION
(Government Code section 54956.9, subdivision (d), paragraph (2))

Significant Exposure to Litigation: One potential case

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

RECESS

REPORT OF CLOSED SESSION ACTIONS

ADJOURN

REMINDERS

Date:	Time:	Event:	Location:
05/29/2018		Board of Supervisors Meeting Canceled	
05/30/2018	5:00 p.m.	Board of Supervisors Special Meeting	Board

06/05/2018	8:30 a.m.	Air Pollution Control Board Meeting	Chambers 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
06/26/2018	9:00 a.m.	Board of Supervisors Meeting	Board Chambers

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

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

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

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

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

REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS

BOARD MEETING DATE: May 22, 2018

CATEGORY: PRESENTATIONS-1.

SUBJECT:

2017 Shasta County Fire Department Annual Report.

DEPARTMENT: Presentation

Supervisory District No. : All

DEPARTMENT CONTACT: Mike Hebrard, Fire Warden 530-225-2418

STAFF REPORT APPROVED BY: Mike Hebrard, Fire Warden 530-225-2418

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

RECOMMENDATION

Receive a presentation regarding the 2017 Shasta County Fire Department Annual Report.

SUMMARY

The Shasta County Fire Department (SCFD) annually presents this report to the Board outlining details of the previous year's operation. This report contains items such as previous year accomplishments, fiscal data, call and response information, and Volunteer Fire Company statistics.

DISCUSSION

In 2017, SCFD dispatched 13,585 total incidents. Because SCFD is an all risk department these calls for service include vegetation fires, structure fires, medical aid calls, hazardous material calls, public assists, and requests from law enforcement.

Training for any type of emergency is a large part of the time committed by volunteer firefighters. The SCFD volunteers spent over 72 hours each on training during the year. This is a total of over 10,000 hours in 2017 alone. SCFD has been working to streamline the training program. The time to fully train a new volunteer has been significantly reduced by holding semi-annual volunteer firefighter recruit academies. SCFD has also joined with other fire agencies in Shasta County to consolidate training resources to improve and expand training opportunities for SCFD volunteers as well as other volunteers and firefighters in Shasta County. The SCFD recently signed a use agreement for the Shasta College Public Safety Center training facilities. This agreement is part of a long term, multi-agency plan to develop cooperative training resources throughout northern California.

An important part of every fire department is fire prevention and investigation. The Fire Marshal's Office is responsible for fire safety inspections, fire sprinkler acceptance tests, property line adjustment reviews, and plan reviews. The 2016 reorganization of the Fire Marshal's Office has provided better service to the public in 2017 for the 1,045 activities that occurred during the year. The Fire Prevention Bureau issued 172 citations and made 97 arrests. The Fire Prevention Bureau made determinations on 36 arson-caused fires. There was one fire related death in 2017, and incidents in the Shasta County response area totaled over 9 million dollars in lost property during 2017.

The Fire Prevention Bureau also directs Volunteers in Prevention (VIPs). In 2017, VIPs spent over 851 hours participating in school assemblies, civic group presentations, Red Flag Fire patrols, defensible space inspections, and other activities. Smokey Bear and Sparky the Fire Dog work with the VIPs to share fire prevention information and materials to the public at fairs, exhibits, parades, and other events. SCFD strives to maintain an integrated, cooperative, regional fire protection system through the cooperative relationship with CAL FIRE, and with the continued support of Shasta County's elected and appointed officials.

A copy of the 2017 SCFD Annual Report is available for review at the Clerk of the Board office.

ALTERNATIVES

The Board may choose not to receive the report at this time.

OTHER AGENCY INVOLVEMENT

The County Administrative Office has reviewed the recommendation.

FINANCING

There is no fiscal impact associated with the presentation.

ATTACHMENTS:

Description	Upload Date	Description
2017 Shasta County Fire Department Annual Report	4/25/2018	2017 Shasta County Fire Department Annual Report



**Shasta County Fire Department
in Cooperation with CAL FIRE**
2017 Annual Report

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Mission Statement:

To stand ready to protect life, property, and the environment utilizing trained and equipped personnel. The mission includes structural and wildland fire control, first response medical care and appropriate assistance to other agencies during emergency incidents.

Vision Statement:

To provide emergency service to the communities of Shasta County and provide mutual aid to allied agencies for the common good of the citizens of Shasta County.



Shasta County Fire Department Values

Service

- We are committed to the safety and well-being of the public and our employees.
- We are committed to our volunteer and career workforce and strive to support its training and administrative needs.
- We strive for excellence and professionalism.

Cooperation

- We continue to improve cooperative relationships within county programs and allied agencies.
- We maintain and enhance cooperative agreements, focusing on what is best for the community.
- We continue to build a support structure that enables and encourages volunteerism.

Protection

- We provide the equipment, training, and resources to our employees that enable them to serve the local communities.
- We value the diversity each employee brings to the department.
- We recognize the importance of clear communication to all employees and cooperating agencies.
- We provide training and support to the workforce, which promotes a calm resilience during emergencies.



Message from the Chief...

I am proud and delighted to share with you our “2017 Annual Report.” The report covers our 2017 accomplishments and illustrates the fine work of our fire and support personnel. We are very proud of our integrated, cooperative, regional fire protection system provided by the California Department of Forestry and Fire Protection (CAL FIRE) / Shasta County Fire Department (SCFD). The strength of our system is in the additive value provided by our cooperative relationship.

We continue to be well-supported by our elected and appointed officials who oversee and provide guidance to the fire department. The Shasta County Board of Supervisors supports our operation; always stressing the importance of public safety. It is critical that we firmly establish our vision and embrace our core values in order to develop a plan that will ensure our continued progress. As a leader in fire protection, prevention, and emergency response, we must provide the example to the public, our partners, and our employees.

In Shasta County, we are truly blessed with natural beauty, recreational opportunities, and citizens filled with pride and a strong sense of community. I am privileged to be serving as its Fire Warden and Chief of the Shasta County Fire Department. I am proud to lead a quality group of firefighters, both career and volunteer, to serve and protect you every day. Our firefighters embody the values of our citizens and a passion for service to this area. We take pride in our service to others, and we work hard to make our fire department responsive to the needs of our residents. We are honored to serve you and meet your expectations. We look forward to hearing from you.

Sincerely,

Mike Hebrard



Shasta County Board of Supervisors



*David A
Kehoe*

District 1

Redding



*Leonard
Moty*

District 2

Centerville
French Gulch
Happy Valley
Igo/Ono
Keswick
Platina
Shasta
South Redding
Verde Vale



*Mary
Rickert*

District 3

Bella Vista
Big Bend
Burney
Cassel
Fall River Mills
Hat Creek
McArthur
Montgomery
Creek
Oak Run
Old Station
Palo Cedro
Pittville
Round Mountain
Whitmore



*Steve
Morgan*

District 4

Castella
Crag View
Lakehead
Shasta Lake
Mountain Gate



*Les
Baugh*

District 5

Anderson
Cottonwood
Millville
Manton
Shingletown
Viola

[illegible]

Volunteer Years of Service

40 or More Years of Service

Russell Miller – *Igo-Ono*
John Parrish – *Old Station*
Tom Fields – *Palo Cedro*
Richard Hathaway Jr – *Hat Creek*

30 or More Years of Service

John Garner – *Hat Creek*
Don Chaix – *Cassel*
Richard Hathaway III – *Hat Creek*
Don Cook – *Whitmore*
Victoria Green – *Big Bend*
Bill Ellis – *Whitmore*

25 or More Years of Service

Don Fennell – *Montgomery Creek*
Kenneth Laughlin – *Hat Creek*
Tom Coe – *Soldier Mtn.*
David Green – *Big Bend*
Linette Chaix – *Cassel*
Cliff Shattuck – *French Gulch*
Ron Smith – *Bella Vista*
Linda Barneby – *Oak Run*

20 or More Years of Service

Dan Hebert – *Cassel*
Mel Nordstrom Jr – *West Valley*
Theresa Carroll – *Montgomery Creek*
Bernie Zornes – *Cassel*
Arthur Peaslee – *Shingletown*
John Allen – *Oak Run*
Greg Mayer – *Soldier Mountain*

15 or More Years of Service

Michael Loew – *Shingletown*
Norville Hanke – *Centerville*
Stephen Trotter – *Montgomery Creek*
Richard Danielson – *Montgomery Creek*
Amanda Peri – *Bella Vista*
John Catrucco – *Centerville*
John Robbins – *Solider Mtn.*
Stephen Cureton – *Hat Creek*
Sy Giles – *Big Bend*
Jack Rolls – *Bella Vista*
Douglas Atkins – *Igo-Ono*
Dennis Blount – *Shingletown*

10 or More Years of Service

John Cladopulos – *Montgomery Creek*
David Painter – *French Gulch*
Daniel Pruitt – *West Valley*
Sara West – *Whitmore*
Wendy Cross Finely – *French Gulch*
Justin Tavalero – *Shingletown*
James Miguel – *Cassel*
Shawn Plummer – *West Valley*
Brian Abbott – *Whitmore*
Fred Wyckoff – *West Valley*
Patricia Wyckoff – *West Valley*
Robert Baker – *Bella Vista*
John Becker – *Old Station*
Jean Rogers – *Solider Mtn.*

2017 Shasta County Volunteer Fire Department Calls

	Veg Fires	Structure Fires	Other Fires	Medical	Hazmat / FMS	Public Assists / Other	Total
Company 10	16	7	27	71	1	5	127
Company 11	6	0	7	69	0	7	89
Company 12	2	1	8	50	1	6	68
Company 13	14	2	20	37	6	0	79
Company 20	21	5	41	444	8	37	556
Company 30	8	1	9	49	1	4	72
Company 31	6	1	2	58	1	2	70
Company 32	22	17	58	266	14	37	414
Company 33	22	16	56	382	12	45	533
Company 50	10	3	22	95	1	6	137
Company 52	11	7	25	118	4	17	182
Company 53	5	5	21	100	3	7	141
Company 54	2	2	17	166	5	22	214
Company 55	9	6	17	139	6	6	183
Company 59	3	1	13	78	1	1	97
Company 70	5	0	4	25	2	3	39
Company 71	14	1	22	212	2	8	259
Company 72	6	2	22	146	3	8	187
Total	182	77	391	2505	71	223	3451

2017 Shasta County Incidents and Responses

Shasta County Fire Department/CAL FIRE Incidents and Response

Station 14: Burney	465
Station 19: Big Bend	75
Station 22: Shingletown	645
Station 32: Palo Cedro	633
Station 34: Buckhorn	82
Station 35: Whitmore	117
Station 43: Redding	1,991
Station 57: Ono	130
Station 58: Shasta	780
Station 73: Shasta College	1,175
Station 74: Diddy Wells	175
Station 75: Hill Crest	87

Independent Fire Protection Districts Dispatched by SCFD/CAL FIRE

Station 15: Fall River Mills Fire Protection District	105
Station 16: McArthur Fire Protection District	76
Station 17: Burney Fire Protection District	688
Station 21: Millville Fire Protection District	184
Station 23: Cottonwood Fire Protection District	1,268
Station 41: Mountain Gate Community Services District	662
Station 42: Shasta Lake Fire Protection District	1,497
Station 44: Happy Valley Fire Protection District	472
Station 46: Anderson Fire Protection District	2,763
<u>Station 56: Shasta Community Services District (Old Shasta)</u>	<u>218</u>

Total responses will exceed total incidents for the year due to multiple stations/districts being dispatched to the same call. For example, a dispatch for a traffic collision in parts of Centerville will include a Battalion Chief, a paid engine, SCFD Companies 50 and 52, and Happy Valley FPD.

2017 SCFD Chief Officer and Prevention Calls

	Veg Fires	Structure Fires	Other Fires	Medical	Hazmat / FMS	Law Enforcement	Public Assists Other	Total
B2407	21	3	23	30	1	0	1	79
B2408	6	3	18	16	1	0	2	46
B2409	7	1	3	12	0	0	0	23
B2411	33	7	27	54	3	1	2	127
B2412	28	9	29	55	1	0	1	123
B2413	26	6	42	70	2	0	10	156
B2414	68	15	94	135	6	37	6	361
B2415	26	16	64	99	2	0	1	208
B2416	19	7	47	69	1	1	2	146
B2417	20	3	23	46	0	0	1	93
B2418	19	10	45	89	1	11	3	178
B2419	16	3	19	21	1	38	5	103
B2420	71	16	99	17	3	159	9	374
P2421	75	17	86	20	2	361	7	568
P2422	24	11	45	2	1	37	3	123
P2423	58	9	69	1	1	144	2	284
Total	517	136	733	736	26	789	55	2992

Redding Emergency Command Center

The Redding Interagency Command Center (RICC), locally known as the Emergency Command Center (ECC), is the command and control point for all types of emergency incidents occurring within Shasta County's administrative boundaries. These incident types include but are not limited to, medical emergencies, traffic collisions, structure fires, wildland fires, and hazardous materials incidents. The Redding ECC is a secondary Public Safety Answering Point (PSAP), fielding 9-1-1 and emergency calls transferred from other agencies. The Redding ECC dispatches resources for 14 State Fire Stations, 18 Shasta County Volunteer Fire Companies, and 10 Fire Districts. The Redding ECC is the command and control point for wildland fires in State Responsibility Area (SRA) within Trinity County as well. In total, the Redding ECC dispatched 13,585 incidents in 2017.

Our ECC is also the command and control point for the Shasta Trinity National Forest. The United States Forest Service (USFS) provides staffing and radio dispatch equipment in the interagency command center to support federal incidents on the Shasta Trinity National Forest. Having both agencies collocated is beneficial when coordinating responses to incidents affecting both agencies. Collocating also ensures a unified ordering point which reduces duplicate resource orders.

There are 11 personnel permanently assigned to the CAL FIRE side of the Redding ECC. A Battalion Chief, 5 Fire Captains, and 5 Communications Operators are available to receive 9-1-1 calls and dispatch emergencies 24 hours per day, 7 days per week. Daily staffing varies depending on time of year, fire activity, weather, expected fire behavior, and other incident activity or anticipated activity throughout California's Northern Region. The ECC dispatcher is the incident commander until the first resource arrives at scene of the incident. Dispatching resources is tasked to the Fire Captains and Communications Operators, aided by a state of the art Computer Aided Dispatch (CAD) system. The CAD system assists the dispatchers in suggesting the closest available and pre-determined number of resources to an incident. The Fire Captain's field experience and full authority to order additional resources is key in early mitigation of incidents. The Communications Operators are critical in their roles as they communicate with the Northern Region Operations Coordination Center (NOPS) ordering firefighting aircraft and ground resources from outside the local area when an incident is anticipated to exceed the capabilities of local resources. The Communications Operators also dispatch local incidents. Collectively, they have many years of historical local knowledge, vital to projects involving CAD mapping and maintenance of various electronic resource ordering systems.

The CAL FIRE/Shasta County Fire radio communication system was upgraded in 2017. A new permanent mountaintop repeater was installed at Hogback Mountain, replacing a temporary portable unit in use for several years. This upgrade allows improved radio transmissions into the Fenders Ferry, Big Bend and Ingot Canyon areas. Other improvements to the local infrastructure are scheduled for spring 2018.

2018 will likely bring additional call volume and unexpected challenges. The CAL FIRE/Shasta County Fire Redding Emergency Command Center staff is ready to meet those challenges with competent, professional service, provided by employees who take pride in being part of the best dispatch center in the State.



Training

The CAL FIRE Shasta-Trinity Unit / Shasta County Fire Department Training Bureau is responsible for the coordination, delivery and documentation of training for all career and volunteer personnel in the Shasta County Fire Department and CAL FIRE Shasta-Trinity Unit. We ensure that all federal, state, local and departmental training mandates, laws and regulations are followed as they pertain to training. We operate within and enforce the policies and procedures of CAL FIRE, Shasta County Fire Department, and the Shasta County Fire Chief's Association. Our goal is to assure quality service to the public by developing the skills and abilities of all Shasta County Fire Department's and CAL FIRE Shasta-Trinity Unit's career and volunteer personnel. This is accomplished through training that is efficient, economical, and consistent with the needs of the public, the County of Shasta, the Fire Department and its members.

The Training Bureau continues its successful relationship with Shasta College through the Shasta Tehama Trinity Public Safety Training Consortium. Through this relationship, we deliver formal training courses throughout Shasta, Tehama and Trinity County at a reduced cost to the member Department's. We are pleased with the program's success and anticipate continued development in the future.

The Training Bureau continues to implement changes and update the training program in areas of initial safety training and mobile equipment operations for the Shasta County Fire Department. The value of these changes can be seen in the increase of initial volunteers completing their upgrade training within 12 months and an increased level of training provided to the personnel of the Shasta County Fire Department.



In addition to the dedicated volunteers and career personnel that participate in in-service training daily/weekly, we are staffed by a small group of dedicated professionals. During the summer months a Battalion Chief, a Fire Captain and a part time Office Assistant keep the bureau going. In the winter months, the staff is augmented with the addition of 4 Training Officers from CAL FIRE. These Training Officers are assigned (with vehicles and specialized equipment) to bring quality training courses and topics to the 18 Volunteer Fire Companies that make up the Shasta County Fire Department. These courses and topics are primarily delivered on weekends or in the evenings to accommodate the needs of SCFD volunteers. These training sessions include: Structure Fire Operations, Emergency Medical Response, CPR, Ropes & Knots, Hazardous Materials, Vehicle Extrication, Pump Operations, Map Reading & GPS, Fire Investigation, Vegetation Fire Safety/Operations, Swift Water Awareness, and Incident Command Training.

The Training Bureau delivers and coordinates various formal and informal training courses to volunteer and career firefighters throughout the year. On average, the Training Bureau supplies over 3,000 instructor hours and the members of Shasta County Fire Department participate in over 10,000 hours of training each year.

Fire Prevention & Law Enforcement

Three full-time law enforcement officers assigned to the Prevention Bureau conduct fire investigations and enforce forest and fire laws. While these officers have other primary duties, each are responsible for responding to incidents requiring a law enforcement officer/investigator response. In addition to the three fire investigator peace officers, there are seven other peace officers in the Unit.

2017 Fire Causes	Total	2017 Fire Causes	Total
Appliance	3	Lightning	19
Arson	36	Mechanical	12
Campfire	4	Other/Misc	18
Debris Burn Escapes	25	Playing with Fire	7
Electrical	12	Smoking	7
Electrical Power	18	Undetermined	68
Equipment	27	Vehicle	24
Fuel System	5		
Heating	9	Total	297

In 2017, the Fire Prevention Bureau responded to, or was involved in, 1,113 incidents. 172 citations were issued and ninety seven in-custody arrests were made.

Major Incidents responded to were:

- Laverne Fire: Happy Valley - (July)
- Buffum Fire: Montgomery Creek (Arson/Homicide) - (October)
- Chaparral Fire: Placer Rd., Redding (Structure Fire/Fatality) – (October)

Total dollar loss in Shasta County in 2017 was over \$9 million. There was one fire-related fatality in 2017.



(Fire Prevention law enforcement officers made an arrest for sale of dangerous illegal fireworks and confiscated approx. 300 lbs. of illegal fireworks in July 2017)

Fire Prevention Bureau Chief/ Peace Officer–B2420 J.T. Zulliger

The Prevention Bureau Chief is a state-funded position occupied by Battalion Chief J.T. Zulliger. Chief Zulliger has served as the Prevention Bureau Chief position since July 2016. Chief Zulliger is responsible for oversight of law enforcement, investigations, and civil cost recovery for CAL FIRE/SCFD.



(Fire Prevention Battalion Chief, J.T. Zulliger, provides a debris burning safety message during Wildfire Awareness Week)

Fire Captain Specialist/Peace Officer–P2421 Darren Stewart

The Fire Captain Specialist position is state-funded and is held by Fire Captain Specialist Darren Stewart. Captain Stewart has been in the Prevention Bureau since 2010 and is responsible for general law enforcement duties. In addition, he reviews and analyzes fire ignitions to determine problem area and causes.

Fire Captain Specialist/Peace Officer–P2423 Matt Alexander

Matt Alexander transferred to the Fire Captain Specialist position in November 2017. As the Shasta County-funded Fire Captain Specialist, Alexander is responsible for structure fire investigation in addition to other fire investigation and law enforcement duties. Captain Alexander serves as the firearms instructor for CAL FIRE law enforcement officers.

Pre-Fire Engineering–P2422 Nick Wallingford

The Pre-Fire Engineering position is a state-funded position occupied by Captain Nick Wallingford who transferred to the Unit from CAL FIRE's Northern Region Redding office on August 14, 2017. Captain Wallingford is responsible for collecting and analyzing fire ignition data for all fires within CAL FIRE/SCFD's jurisdiction. This data is prepared for inclusion in the Shasta-Trinity Unit's Fire Plan, a public document. This plan is a framework that the Shasta-Trinity Unit uses to identify fire severity problem areas where targeted fuel reduction projects can be initiated. The projects are typically carried out by resource conservation districts or fire safe councils through grant funding at the federal or state level. The pre-fire engineer supports resource conservation districts, fire safe councils, incident management teams, and emergency incidents, by providing consultation and mapping services.

Office Technician–Jean Pierce

The state-funded position provides clerical support for CAL FIRE law enforcement offices and the County Fire Marshal's Office. Duties include documentation records retention, database management, correspondence, public records requests, and special projects.

Fire Marshal & Protection Planning

County Fire Marshal –P2425 Jimmy Zanotelli

Jimmy Zanotelli was appointed Shasta County Fire Marshal in 2016. He has served in the Shasta County Fire Marshal's Office since 2005. Fire Marshal Zanotelli enforces the County's Fire Safety Standards and California Fire Code under the oversight of the County Fire Warden/SCFD Fire Chief. The Fire Marshal works in cooperation with the Shasta County Planning Division by approving commercial project plans and participating in Planning Commission meetings.

Fire Marshal Zanotelli also serves as a Public Information Officer during large fires and other newsworthy events.

County Fire Safety Inspector–P2426 Scott Ross

Scott Ross has served as the Shasta County Fire Safety Inspector since September 2016. The County Fire Inspector is responsible for plan review; on-site inspections for driveway standards; setback exception requests; commercial and residential fire sprinklers, and annual life safety fire inspections of businesses in Shasta County. The Inspector also performs fire alarm and hydrant test inspections.

Inspector Ross performed public information officer field work in 2017 as a trainee.



The Fire Safety Standards can be found at the Shasta County Fire Department website:

www.shastacountyfire.org

Fire Marshal's Activity	2016	2017	Fire Marshal's Activity	2016	2017
Inspections	353	205	Parcel Maps	5	8
Violations	87	60	Property Line Adjustments	25	21
Re-Inspections	72	80	Use Permits	14	12
Exception Requests	59	49	Zoning Amendments	4	2
Fire Sprinkler Acceptance Test	156	35	Other/Misc	7	14
Commercial Hood Acceptance Test	0	0	Plan Reviews	646	509
Administrative Permits	60	50			

Public Affairs and Public Education

It is the intention of the Shasta County Fire Department to provide precise, up-to-the-minute, relevant information regarding incidents and fire department activities to the citizens of Shasta County. Informing our citizens of newsworthy information is one of our top priorities. A variety of mediums are used to accomplish this, including: phone, email, fax, and internet.

When an incident appears to be developing into a high public interest event, an information "call center" is activated. CAL FIRE Shasta-Trinity Unit/Shasta County Fire Department's information call center is staffed by trained personnel and Volunteers in Prevention (VIP). It is critical that the community has this valuable resource to obtain current information, road closures, evacuations, and available resources to those affected. Many of our initial call takers for the information center are department office support staff at headquarters.

The VIP, under the direct supervision of the Fire Prevention Specialist, conduct fire prevention and life safety activities throughout Shasta and Trinity counties. These activities include, but are not limited to, school assembly programs; civic group presentations; defensible space inspections, and the Shasta County Fire Prevention Officer's Fire Prevention Week. Smokey Bear and Sparky the Fire Dog work closely with the VIPs to disseminate fire prevention materials to the public at various fairs, exhibits, parades, and specialized events. In 2017, approximately 851 hours of public education were provided via school programs, parades, exhibits, displays, and presentations. Three VIPs helped reach that total, with no compensation other than a heartfelt 'thank you.'

Defensible space inspections also provide public education for fire safety. The goal of the inspections is to reduce the intensity of wildland fires near structures, which reduces property damage and life threats to the public and our firefighters. Jointly, CAL FIRE and Shasta County Fire Department conducted 4,968 inspections of private residences for compliance with California Public Resources Code Section 4291.



Since its inception in 2014, the Youth Firesetter Prevention & Intervention (YFPI) program has been supported by CAL FIRE/Shasta County Fire personnel. The YFPI program, administered by the Youth Violence Prevention Council, provides services to youth firesetters in Shasta County, and, more recently, neighboring counties.



YFPI utilizes an evidence-based survey tool to assess each youth for potential future firesetting behavior; youth may be referred for additional services as needed. All youth who are identified as firesetters attend the annual Youth Fire Safety Academy where CAL FIRE/Shasta County Fire personnel actively participate in teaching and presenting educational interventions. The Fire Safety Academy requires that all siblings and parents also attend the two-day event.



The fall 2017 YFPI Fire Safety Academy was held at Anderson New Technology High School in Anderson and included 55 staff members, 31 youth firesetters, 25 siblings, and 35 parents. Fourteen of those 31 youth firesetters started fires in Shasta County Fire Department's jurisdiction in 2017.

Fire Prevention Specialist–FPS 2424 Cheryl Buliavac

The Fire Prevention Specialist position coordinates the “Volunteers in Prevention” program, school presentations, and community events. FPS Buliavac also serves as the public information officer, providing information to the public and media during emergency incidents. She is responsible for news releases; the call center during major incidents, and assisting with other public relations activities.



Fleet Services

Jason Rodgers is the Forestry Equipment Manager (FEM) of both the CAL FIRE and Shasta County fleets. The County fleet is comprised of 102 vehicles that include fire engines, water tenders, rescues, and boats. FEM Rodgers also oversees the CAL FIRE fleet which includes approximately 150 pieces of fire equipment. The SCFD fleet is maintained by two full-time heavy equipment mechanics (HEM's), Ben Onopa and Delbert Bellus. These mechanics service and maintain the SCFD equipment, either in the field, SCFD Volunteer Fire Stations, and the shop, located at Shasta-Trinity Unit Headquarters.

The fleet maintenance budget is roughly \$120,000, which includes \$20,000 in Measure "B" funds. County Fire strives to maintain a reliable fleet. The goal is to maintain a robust replacement schedule based on a vehicle's years of service and miles driven. However, this process has been complicated by the increased cost of new fire equipment which has outpaced the Measure "B" replacement funding. To maintain a 20-year replacement schedule on fire apparatus, the Department would need to purchase a new fire engine each year. The current Measure "B" funding does not fulfill this need. The Department has been very aggressive in renting out fire apparatus during fire season to CAL FIRE during wildland fire emergencies. The equipment rental reimbursements that are received help offset the replacement cost. In 2018 and 2019, the Department plans to purchase the following equipment: one Type I fire engine, one water tender, and one utility vehicle.

The engine and water tender will be replaced using Measure "B" and re-imbursement funds. The utility vehicle will be purchased using reimbursement and budgeted funds.



Office Personnel

Shasta County Fire Department (SCFD) and CAL FIRE support staff provide a wide variety of services to Shasta County volunteer and CAL FIRE firefighters. The support staff is committed to providing positive customer service to all SCFD volunteers, CAL FIRE firefighters, and cooperating agencies.

The SCFD and CAL FIRE support staff are administered by Mike Weber, Assistant Chief -Administration.

Julia Hayen, Staff Services Analyst, SCFD

Julia Hayen's responsibilities include the development and management of the SCFD budget as well as grant-funded expenditures and reimbursements and the creation of vendor contracts for services to the SCFD facilities. These activities often require written reports to the Board of Supervisors. Julia also creates and processes all payments to the volunteer firefighters (including training, call stipends, and reimbursement of fire pay) and provides annual reviews for their attendance and calculates service credits.

Kimberly Bundy, Office Technician, SCFD

Kimberly Bundy is the face that greets the public and answers every type of question at reception or refers the public to the proper individual for answers. She performs a large volume of data entry and document management, including SCFD run reports. As the receptionist, she also acts as a first point of contact for information during any large fires occurring in Shasta County.

Rebecca Thompson, Office Technician, SCFD

Rebecca Thompson processes all new volunteer firefighters for SCFD. This process includes scheduling pre-employment physicals, completion of DOJ/FBI background checks, and testing for the use of self-contained breathing apparatus. She works cooperatively with Shasta County Risk Management on injury reporting and the addition of new volunteer firefighters. Rebecca also processes all accounts payable for the SCFD volunteer stations. She also works with CAL FIRE and SCFD staff to coordinate the annual SCFD Volunteer Appreciation Dinner.

Josh Williams, Personnel Specialist, CAL FIRE

Josh Williams is responsible for processing documents related to hiring, pay, and other benefits of CAL FIRE and Shasta-Trinity Unit personnel. The total number of employees during the summer months supported by his efforts can total up to 307 personnel. This includes the CAL FIRE employees that are assigned to the Palo Cedro and Redding Station's Schedule A program. Along with these duties, Josh works cooperatively with the Region and Sacramento CAL FIRE offices.

Alyssa Hagerman, Personnel Specialist, CAL FIRE

Alyssa Hagerman is responsible for processing documents related to hiring, pay, and other benefits of CAL FIRE and Shasta Trinity Units personnel. Alyssa is the units return to work coordinator and works with Region staff and State Workers Compensation on employees injured on duty.

Susan Chism, Finance Specialist, CAL FIRE

Susan Chism processes and audits all financial documents that CAL FIRE incurs in the Shasta-Trinity Unit. Susan inputs data and reconciles all expenditures while maintaining files for accountability. She works cooperatively with other Federal, State and County agencies to ensure accurate and timely submittal of documents. Susan also coordinates the distribution of payroll documents for CAL FIRE employees.

Dina Sebrina, Office Assistant, CAL FIRE

Dina Sebrina is the assistant to the Finance Specialist. She is responsible for the processing of all credit card purchases and the accurate and timely submittal of documents to the Department's Accounting Office. Dina also acts as the back up to the Unit Finance Specialist.

Service Center



Colleen Sykes, Forestry Logistics Officer, CAL FIRE

Colleen Sykes' position is one of the key supporting functions of many operational needs in the Shasta-Trinity Unit and SCFD. She is responsible for understanding many policies, procedures, and regulations as they relate to purchasing through various contracts and vendors. She is the property manager for all state and federal excess equipment and is responsible for its tracking. Colleen is the keeper of all Personal Protective Equipment (PPE) for CAL FIRE; which includes, purchase, distribution, and tracking for approximately 240 Shasta-Trinity Unit employees.

Along with the purchasing and distribution of CAL FIRE PPE, she makes all purchases to support fire emergencies, supervises and works with the SCFD parts storekeeper to insure that all volunteer firefighters and CAL FIRE employees have the required equipment and supplies. Colleen coordinates the overall maintenance of the headquarters facility, and last but not least, she supports the cleaning and office supply needs of all of the Chief Officers and stations in the unit.

Allen Carroll, Parts Storekeeper, SCFD

Allen Carroll has the daunting task of making sure that all 170-plus SCFD volunteer firefighters are properly outfitted with PPE. These articles include structural turnouts, wildland Nomex, hydration packs, and other miscellaneous gear needed by volunteer firefighters. Allen is responsible for purchasing all of SCFD's PPE, supplies, tracking, and inventory of all items that are issued to the volunteer firefighters. He also delivers necessary supplies to volunteer stations and plays a key role in supporting fires within the SCFD response area. Finally, Allen supports all functions of the CAL FIRE side of the Service Center in collaboration with the State Forestry Logistics Officer.

Battalion 1

Battalion 1 is under the direct supervision of Battalion Chief Brian Noel, which consists of five Shasta County Volunteer Fire Companies and two CAL FIRE stations:

- Shasta County Volunteer Fire Company 10 – Cassel
- Shasta County Volunteer Fire Company 11 – Hat Creek
- Shasta County Volunteer Fire Company 12 – Old Station
- Shasta County Volunteer Fire Company 13 – Soldier Mountain
- Shasta County Volunteer Fire Company 70 – Big Bend
- CAL FIRE Burney Station 14
- CAL FIRE Big Bend Station 19

The Battalion serves a population of approximately 4,800 residents and covers an area of 336,412 acres. Each SCFD Battalion 1 volunteer fire company has a Type II engine, Type III engine, water tender, and rescue. The Shasta County Fire Department has the jurisdictional responsibility for fire protection in the communities of Big Bend, Cassel, Hat Creek, Old Station, Pondosa, Dana, and Soldier Mountain; and Lake Britton and Burney Falls State Park.

CAL FIRE Station 14 has remained fully staffed throughout the entire 2017 year due to additional State funding. This has provided additional service to the citizens of Shasta County in the Burney, Cassel, Big Bend, Hat Creek, Solider Mountain, and Old Station Areas. Station 14 responded to 465 calls for service in 2017.

The engine is staffed for 24 hours a day with a minimum of three personnel (one company officer and two firefighters).



Shasta County Volunteer Fire Company 10 – Cassel

Company 10 is served by five volunteer firefighters led by Volunteer Chief Don Chaix. Company 10 is the primary fire company for Cassel, Lake Britton, and Burney Falls State Park. The Company serves a population of 207 permanent and seasonal residents. The area is a popular outdoor recreation area for hunting, fishing, camping, and boating. The Company's primary response area includes three Pacific Gas & Electric (PG&E) power houses along Hat Creek and the Pit River; and the Lake Britton (Pit 3) dam. There are two state highways (Highway 299 East and Highway 89), the Pacific Crest Trail, Burney Falls State Park, several public and private campgrounds, two large construction companies, two large PG&E natural gas transmission lines, and multiple main electrical transmission lines. The communities served by Company 10 have two fire safe councils: Burney Fire Safe Council (Lake Britton area) and the Hat Creek Valley Fire Safe Council (Cassel proper). The fire safe councils have identified four separate evacuation collection points that lie within Company 10's primary response area. The pre-identified collection points are the Cassel Volunteer Fire Station, Mountain Christian Academy, Hat Creek Construction, and Burney Falls State Park.

In 2017, the volunteer firefighters from Company 10 dedicated many hours to training, emergency response, and fundraising. The Company is supported locally by the Cassel Volunteer Fire Company, Inc. In 2017, Company 10 responded to 127 calls for service.

Shasta County Volunteer Fire Company 11 –Hat Creek

Company 11 is served by thirteen volunteer firefighters led by Volunteer Chief, Richie Hathaway III. Company 11 serves a community of 500 permanent and seasonal residents. The area is a popular outdoor recreation area for hunting, fishing, camping, and hang gliding. State Highway 89 and Hat Creek run north and south through its entire response area. Company 11 also responds to the communities of Cassel, to the north, and Old Station, to the south. The Company's jurisdiction falls entirely within the Hat Creek District of the Lassen National Forest. Within Company 11's response area is a popular north state hang gliding launch area on the Hat Creek rim, several public and private campgrounds, and the Hat Creek Radio Observatory; a space research facility operated as a partnership between the University of California, Berkeley, and the Search for Extraterrestrial Intelligence Institute (SETI). The Hat Creek Valley Fire Safe Council serves the entire populated area within Company 11's response area and has identified Station 11 as one of its evacuation collection points.

In 2017, the volunteer firefighters from Company 11 dedicated many hours to training, emergency response, and fundraising. The company is supported locally by the Hat Creek Volunteer Fire Department, Inc. Company 11 volunteers continue their local firefighter training program for area teens. The program provides teens with future job training and promotes interest in becoming a volunteer firefighter. In 2017, Company 11 responded to 89 calls for service.

Shasta County Volunteer Fire Company 12 – Old Station

Company 12 is served by three volunteer firefighters led by Volunteer Chief, John Parrish. The Company serves a community of 51 full-time residents, with another approximately 2,000 summer residents. The area is a popular outdoor recreation area for hunting, fishing, camping, and sledding. State Highways 89 and 44 run through the response area. Company 12's response area falls entirely within the Hat Creek District of the Lassen National Forest and borders the Lassen Volcanic National Park. Within the Company's response area are two fishing resorts, three public campgrounds, a gas station/market, and a restaurant. The Hat Creek Valley Fire Safe Council serves the entire populated area within the response area and identified Station 12 as one of its evacuation collection points.

In 2017, the volunteer firefighters from Company 12 dedicated many hours to training, emergency response, and fundraising. The Company is supported locally by the Old Station Volunteer Fire Department, Inc. In 2017, Company 12 responded to 68 calls for service.

Shasta County Volunteer Fire Company 13 – Soldier Mountain

Company 13 is served by eight volunteer firefighters led by Volunteer Chief, Greg Mayer. Company 13 serves the communities of Pondosa, Dana, and Soldier Mountain, with a seasonal and permanent resident population of approximately 120 people. The Company's primary response area is a combination of remote timberland, wetlands, ranch, and agricultural land. State Highway 89 runs through the west portion of the response area. There is a large wild rice processing facility, two large PG&E natural gas pipelines, several large power transmission lines, and fishing resorts in the response area.



In 2017, the volunteer firefighters from Company 13 dedicated many hours to training, emergency response, and fundraising. The Company is supported locally by the Soldier Mountain Volunteer Fire Company, Inc. In 2017, Company 13 responded to 79 calls for service.

Shasta County Volunteer Fire Company 70 – Big Bend

Company 70 is served by eight volunteer firefighters led by Volunteer Chief, David Green. Company 70 serves a community of 150 permanent and seasonal residents. The area is a popular outdoor recreation area for hunting, fishing, and camping. The community of Big Bend is a remote area of Shasta County and is 18 miles from the next closest fire company, located in Montgomery Creek. The Pit River runs through the entire response area and there are several small reservoirs along the Pit and McCloud River. The response area also includes three PG&E power houses, two PG&E dams, several PG&E main electrical power lines, Iron Canyon Reservoir, several private campgrounds, a market/gas station, and a large school.

In 2017, the volunteer firefighters from Company 70 dedicated many hours to training, emergency response, and fundraising. The Company is supported locally by the Big Bend Volunteer Fire Company Auxiliary. In 2017, Company 70 responded to 39 calls for service.

Battalion 2

Battalion 2 is under the direct supervision of Battalion Chief Ken Lowe, which consists of four SCFD Volunteer fire companies and four CAL FIRE Stations:

- Shasta County Volunteer Fire Company 30 - Oak Run
- Shasta County Volunteer Fire Company 33 - Bella Vista
- Shasta County Volunteer Fire Company 71 - Montgomery Creek
- Shasta County Volunteer Fire Company 72 - Jones Valley
- CAL FIRE Buckhorn Station 34
- CAL FIRE Shasta College Station 73
- CAL FIRE Diddy Wells Station 74
- CAL FIRE Hillcrest Station 75

Each volunteer fire company in Battalion 2 has a Type II structure fire engine, a Type III wildland fire engine, rescue unit, and water tender. These companies are actively involved in recruitment, training, emergency response, facility and equipment maintenance, and various fundraising activities. The majority of the Battalion is within the 1,000' to 6,000' elevation range which has been severely impacted by the previous drought conditions. The fire stations in Battalion 2 provide services to the following communities in Shasta County:

- | | |
|--------------------------------|--------------------|
| • Shasta College, Redding area | • Montgomery Creek |
| • Jones Valley | • Moose Camp |
| • Bella Vista | • Big Bend |
| • Palo Cedro | • Hillcrest |
| • Ingot | • Oak Run |
| • Round Mountain | • Whitmore |

Each of these communities poses a variety of challenges to fire personnel including; industrial and commercial structures, large distribution facilities, and a variety of dynamic fuel and topography types. Battalion 2 is also affected by severe weather conditions, such as snow and ice, during the winter months.

Shasta County Volunteer Fire Company 30 – Oak Run

Stationed in Oak Run, SCFD Company 30 is led by Volunteer Chief Linda Barneby. Company 30 was dispatched to 66 calls in 2017 and is served by four volunteer firefighters. Company members have spent 434 hours training on medical emergencies, structure and vehicle fires, vegetation fires, hazardous materials, power line incidents, traffic collisions, structure protection, fire prevention, and equipment operations (such as pumping and vehicle extrication).

Company 30 protects the communities between Highway 299 East to Highway 44 East, including Oak Run, Mill Creek Estates, and Whitmore. Area population is approximately 800 persons within 100 square miles. With limited water supplies, fire operations rely on large ranch access, running creeks, and water tenders from other response areas. Land protection consists of Roseburg, Sierra Pacific Industries, Beaty Timberlands, and several large private ranches. Oak Run has an elementary school, small grocery store with fuel storage; and a United States Post Office. A PG&E substation is located in Oak Run and a PG&E hydropower plant is situated at Cow Creek below Kilarc Reservoir. Company 30 is also responsible for fire protection around the 500 KV transmission lines that run from the north end of the response area through to the south end.

The members of the Oak Run Volunteer Fire Company, Inc. have spent most of the year promoting the recruitment of volunteers. A new recruitment sign has been installed at the intersection of Oak Run Road and Oak Run to Fern Road. It has a solar light that illuminates the west facing sign at night.

A mapping committee was formed and continuously updates maps for Oak Run Community which is submitted annually to the SCFD for further review and distribution.

Company 30 also protects the Philips Brothers Saw Mill, located on Bull Skin Ridge Road, which is a nationally-registered historical site in Oak Run and is the last fully steam-powered lumber mill in America, located on 920 acres of surrounding timber, which is utilized to mill and plane lumber, and build boxes.

Company 30 works side-by-side during fire season with CAL FIRE Buckhorn Station 34 and utilizes additional volunteer support from SCFD Montgomery Creek Station 71 and Whitmore Station 31. CAL FIRE Shasta College Station 73 and SCFD, Schedule A, Palo Cedro Station 32 assist Company 30 with fire protection during the winter seasons.

Shasta County Volunteer Fire Company 33 – Bella Vista

Housed on Highway 299 East in Bella Vista, SCFD Station 33 is led by Volunteer Chief Ron Smith. The Company consists of seventeen volunteers and two prospective recruits. In 2017, Company 33 was dispatched to 566 emergency incidents, with 316 (56%) of those incidents located outside of its immediate response area.

Company members completed a combined total of over 4,068 training hours on structure fires, wildland fires, structure protection, medical emergencies, hazardous materials, power line incidents, vehicle accidents and fires, fire prevention, and equipment operations (such as pumping and vehicle extrication), with an additional 200 hours of drivers training.

The company also assisted in 7 strike team assignments out of county, including Butte County, Tehama County, Redding Freedom Festival, Mendocino, Lake Complex, and Ventura. Company 33 also sent Water Tender 33 down to San Diego. The Company had another successful year of fundraising, community events and standby's. Company 33 protects 40 square miles and has an approximate population of 2,800.



Company 33's protection area includes Bella Vista Water District, Bella Vista Elementary School, fuel stations, a restaurant, grocery stores, and United States Post Office. Company 33 also responds closely with Shasta College, Jones Valley and Palo Cedro, as well as responses into the Ingot canyon. Occasionally Company 33 is called for coverage for the City of Redding.

Company achievements include Assistant Chief Bob Baker as the Company's firefighter of the year, Bob Baker personally responding to 343 calls, every active member of the company responding to more than 20% of the company's calls for an average of 6.1 personnel per call.

The goal for the company for the upcoming year is to get most of the company members "Red Carded" to be able to respond to statewide out-of-county assignments.

Shasta County Volunteer Fire Company 71 – Montgomery Creek

Shasta County Fire Department (SCFD) Montgomery Creek has two fire stations - Station 1 is located on Hwy 299 in Round Mountain - it has a rescue and a Type II structure engine. Station 2 is located on Hillcrest Drive in Montgomery Creek and has a Type III wildland fire engine and water tender.

Company 71 members include Volunteer Fire Chief, Theresa Carroll, with a total of ten volunteers and 2 new recruits. Company 71 actively protects the communities of Round Mountain, Montgomery Creek, Hillcrest, Moose Camp, Big Bend, Oak Run, and Ingot, with a yearly population of roughly 1,420, and covers approximately 300 square miles. In its response area and surrounding Highway 299 East, Company 71 protects two United State Post Offices, two elementary school sites; a PG&E substation including 500KV transmission lines; Hatchet Mountain Wind Farm; a heavy-equipment repair shop, a café, two hydroelectric dams, a medical clinic; and Roseburg and Sierra Pacific Industry timberlands. In 2017, Company 71 was dispatched to 265 emergency incidents. Approximately 3,436 hours were spent training on structure fires, vegetation fires, medical emergencies, vehicle fires, hazardous materials, power line incidents, vehicle accidents, structure protection, fire prevention, and equipment operations (such as pumping and vehicle extrication). Company 71 was able to send firefighters to help staff engines out of county on two separate occasions. All Company members have their "Red Card" status for statewide out-of-county assignments.

Shasta County Volunteer Fire Company 72 – Jones Valley

Company 72 serves the community of Jones Valley and surrounding areas. The area has 400 homes with 800 full-time residents. The population of the area can more than double with summer vacationers and visitors to the lake areas.

Company 72 is served by three active volunteers and two recruits. The Company is led by Volunteer Captain Slade Giles. Station 72 houses one structure engine, one wildland engine, one rescue unit, one water tender, and one fire/rescue boat.

During 2017, Company 72 personnel were dispatched to 108 incidents and trained for 550 hours on emergency medical services, boat operations, hazardous materials response, drivers training, technical rescue, structure and wildland fires, defensive driving, preventative maintenance, forcible entry, ground ladders, fire suppression, etc.

Company 72 personnel protect the community of Silverthorne, which poses a significant wildland fire threat due to limited access (only one access and egress route). There are multiple marinas, resorts, and commercial establishments within the response area.

Shasta County Fire Department (Amador) Station 73 – Shasta College

Shasta College Station 73 provides emergency services to northern Shasta County in the communities of Bella Vista, Jones Valley, Lakehead, and the areas in and around the Shasta College Fire District. The station is located on the Shasta College campus and is staffed year-round under a cooperative agreement between Shasta College and CAL FIRE.

Station 73 emergency responses have more than doubled in the last five years. In 2017, responders went to 1175 emergencies; and 22 of those calls being at the Shasta College campus itself. Station 73's staff is responsible for the training and staffing of the Shasta County Boat Operations Program and is also instrumental in delivering the mandatory Basic Wildland Training certification and the Battalion 2 multi-company drills at the Shasta College Regional Training Grounds.

Station 73 utilizes the Worksite Learning 64 program to allow students time to experience fire department life during the winter months. The program has an 89% success with students achieving full-time fire service employment. Station 73 works closely with SCFD Jones Valley Company 72, SCFD Bella Vista Company 33, SCFD Lakehead Company 54, and the Shasta College Fire Academy program.

Station 73 immediately protects approximately 300 square miles of the county's population. Its response area includes medicals, traffic collisions, and vehicle and vegetation fires along the I-5 corridor and Highway 299 East. The Station also provides service to Shasta College, local fuel stations and grocery stores; PG&E substations; elementary schools and Foothill High School; large private ranches; lands surrounding Shasta Lake (including medicals and fires on the lake); and shares a Mutual Threat Zone (MTZ) with Redding City Fire Department.



Battalion 3

Battalion 3 is under the direct supervision of Battalion Chief Felix Berbena, which consists of two volunteer fire companies and two CAL FIRE stations:

- Shasta County Volunteer Fire Company 20 – Shingletown
- Shasta County Volunteer Fire Company 31 – Whitmore
- CAL FIRE Shingletown Station 22
- CAL FIRE Whitmore Station 35

Located in southeastern Shasta County, Battalion 3 encompasses the communities and surrounding areas of Millville, Shingletown, Whitmore, Viola, and Manton. Millville Fire Protection District (MFPD) also provides protection in and around the community of Millville. Shasta County Fire Department is a cooperator with area fire agencies, having automatic aid fire protection agreements with both Millville FPD and Tehama County Fire (Manton Volunteer Fire Company) to provide protection to the citizens of Shasta County based on the closest resource concept.

Shasta County Volunteer Fire Company 20—Shingletown

Shingletown Volunteer Fire Company 20 is led by Volunteer Chief Tom Dodson and utilizes three stations. The locations of these stations are Shasta Forest Village, Alward Way, and Starlite Pines. Company 20 was dispatched to a total of 606 incidents in 2017. There are 11 volunteer fire fighters who are fully trained responders, along with three new recruits that are in training. Resources utilized to respond to these incidents include two type 2 structure engines, one type 3 wildland engine, two 3000-gallon water tenders, and three rescues. Rescue 220 parked at Starlite Pines is utilized as an ALS rescue with a trained Paramedic. Rescue 20 is stored at Alward station and is fully equipped with extrication rescue tools.

Critical infrastructure within and around the community includes PG&E natural gas lines, PG&E and WAPA high-voltage transmission lines Volta Powerhouse, Medical Clinic, Black Butte Elementary and Middle Schools, church and private camp/recreational facilities, public camping/recreational sites, and commercial timberland. Commercial businesses located in Shingletown include grocery stores, Dollar General which is opening March 2018, Medical Clinic, Public Library, and several small businesses, totaling 130,000 sq. ft. Shingletown has approximately 1800 residential structures in and around Shingletown area, including approximately 250 summer homes/cabins. The resident population is growing to nearly 5000.

CAL FIRE Station 22—Shingletown

CAL FIRE Station 22 provides additional protection to Shingletown and surrounding areas during the non-fire season months (AMADOR). Response area includes Whitmore to Manton and Dersch Road to Old Station. The engine is staffed for 24 hours a day with a minimum of two personnel (one company officer and one fire fighter). CAL FIRE provides the company officer and Shasta County funds the fire fighter position. A CAL FIRE engine is utilized and housed at the facility.

The engine responded to a total of 334 incidents during the 5-month Amador period in 2017. That is an increase of 90 incidents compared to 2016. For the entire year, Station 22 responded to 640 incidents, with 606 of those incidents being within the Shingletown response area. This is a prime example of the cooperative working relationship between SCFD and CAL FIRE Shingletown.

Shasta County Volunteer Fire Company 31—Whitmore

Whitmore volunteer fire Company 31 is led by Volunteer Chief Bill Ellis. Company 31 was dispatched to a total of 56 incidents in 2017. There are six trained responding volunteer firefighters. Resources utilized to respond to these incidents include one structure fire engine, one wildland fire engine, two 2,000-gallon water tenders, and one rescue. Company 31 has annual involvement with the community of Whitmore with the Whitmore music fair, ice cream social, horseback poker ride, and winter fair/Christmas tree sale.

Critical infrastructure within and around the community includes PG&E natural gas lines, PG&E and WAPA high-voltage transmission lines, Kilarc Powerhouse, Whitmore Elementary School, Whitmore Community Center, a private church camp/school, public recreational sites, and commercial timberland. Additional commercial businesses located in Whitmore include a general store, post office, and a private winery and antique store, totaling approximately 20,000 square feet.

Almost 350 residential structures are located in Whitmore including 20 summer homes/cabins. The resident population is approximately 700.



Battalion 4

Battalion 4 is under the direct supervision of Battalion Chief Scott Corn. Battalion 4 consists of three volunteer Fire Companies, one Shasta County Fire Department (SCFD) station, and one CAL FIRE station.

- Shasta County Volunteer/Career Fire Company 32 – Palo Cedro
- Shasta County Volunteer Fire Company 54 – Lakehead
- Shasta County Volunteer Fire Company 55 – West Valley
- CAL FIRE Redding Fire Station 43/ SCFD Engine 47

The Shasta County Fire Department's Battalion 4 is located on the valley floor along the Interstate 5 and Sacramento River corridor running north and south between the borders of Siskiyou and Tehama Counties. Redding Battalion 4 is interspersed with three incorporated cities which include the City of Redding, the City of Anderson, and the City of Shasta Lake. There are three unincorporated communities within the Battalion which are served by independent Fire Districts that include Mountain Gate, Happy Valley, and Cottonwood. The northern portion of Battalion 4 north of Shasta Lake lies within Federal Direct Protection Areas and is administered by the United States Forest Service (USFS), Shasta-Trinity National Forest. While the statutory responsibility for all wildland fires on these lands rests with the USFS, the protection responsibility for all medical aids, traffic collisions, hazardous conditions, and fires involving boats, automobiles, structures, and other improvements is served by the Shasta County Fire Department (SCFD), administered by CAL FIRE under a cooperative agreement.

Redding Battalion 4 is comprised of an integrated, multi-agency workforce of State, Local, and Federal firefighting resources that provide fire protection to more than 33,000 of the 70,000 residents whom SCFD serves through various types of Automatic Aid, Mutual Aid, and other cooperative fire agreements. It's through these various types of agreements that the SCFD is committed to meeting its objective of fostering relationships with its local and federal agency cooperators and stakeholders to share resources as a cost effective approach to providing services as outlined in the SCFD's 2014 Master Plan.



Battalion 4 is largely comprised of commercial, industrial, residential, agricultural, railroad, and highway uses, including Interstate 5 and State Highways 44 and 273. Located in the center of the Battalion running north and south is the Union Pacific Railroad (UPRR), hauling a diversified business mix of agricultural products, automobiles, chemicals, coal, industrial products and intermodal freight moving among the 23 western states. Industrial properties within SCFD's south county protection area include two active lumber mills, Sierra Pacific Industries and Siskiyou Forest Products, and three large bulk propane facilities that include Amerigas, Campora, and Blue Star Gas. Located throughout the Battalion are numerous primary and secondary public schools to include Prairie and Pacheco elementary schools and West Valley and Foothill High Schools to name a few. There are many mixed commercial developments from the community of Lakehead to Hwy 273 and

Latona Road. This region includes UPS's Redding Freight Distribution Center, Meeks Hardware and building supplies, and Win River Casino. There are many retail centers located throughout the Battalion including restaurants, lodging, food supplies, recreation activities equipment, traveler services, and entertainment.

Other infrastructure within the west side of the Battalion includes Pacific Gas and Electric Company's gas pipelines which deliver natural gas to the City of Redding's Electric Utility Cogeneration Plant through large underground pipes located underneath the UPRR tracks and along HWY 273 and Clear Creek Road. The Sierra Pacific Industry in Anderson is currently permitted to construct and operate a new stoker boiler capable of generating 31 megawatts of gross electrical output, up from its current 4 megawatts of power, from the combustion of clean cellulosic biomass, and related auxiliary equipment. A complex network of large high voltage transmission lines traverses the Battalion, delivering power from the Lake Shasta Dam's hydroelectric plant to many areas of the state, including Canada and Mexico. A large portion of Lake Shasta is located within the Battalion and is the largest reservoir in California. At full pool, Lake Shasta has an elevation of 1,067 feet above sea level, a surface area of 30,000 acres, a shoreline that stretches for over 365 miles, and a storage capacity of more than 4 million acre feet of water. Lake Shasta is a unique tourist destination, drawing thousands of visitors each summer for both seasonal and year round attractions including house boating, water skiing, the Shasta Caverns, nightly dinner cruises, and its many campgrounds and shoreline fishing spots. The Sacramento River meanders throughout the central portion of Battalion 4 bringing with it an increased demand for seasonal rafters, boating, and fishing enthusiasts. Bridge Bay and the I-5 corridor approaching the Pit River and the \$124 million dollar Antlers Bridge replacement project in Lakehead presents a high demand for fire department services to the SCFD, especially for EMS type calls during the summer months. As of 2018 the Antlers bridge project has been completed but additional bridge replacements and large scale CAL TRANS projects continue within the Battalion.

SCFD is faced with providing a complex and diverse level of fire and other emergency response to its citizens, the SCFD continues to work towards meeting its Master Plan goal of increasing operational efficiencies by developing procedures that both immediately reduce response times and increase response safety by installing traffic control devices on newly purchased SCFD front line fire apparatus, and working closely with the Shasta County Department of Resource Management, Building Division, in establishing a county wide municipal ordinance requiring businesses to install a rapid entry system for responding firefighters.



Fire Protection within the Battalion is largely made up of career paid staffing, specifically within the incorporated cities and Fire Protection Districts, while CAL FIRE/SCFD career and volunteer firefighters make up the majority of the firefighting work force in the unincorporated areas of the Battalion. The make-up of career and volunteer staffing within Battalion 4 include two career staffed CAL FIRE Type III fire engines, two career staffed SCFD Type II fire engines, and three SCFD volunteer fire companies.

CAL FIRE Redding Station 43

CAL FIRE/SCFD Redding Fire Station 43 is located on Airport Road in Redding and is served by one SCFD Type II structure fire engine under Schedule A contract with CAL FIRE staff with a minimum of 2 personnel, and two Type III Schedule B wildland fire engines staffed with a minimum of 3 personnel during the peak fire season months of June 1st through October 31st. Station 43 Schedule A has an Automatic Aid Agreement with the Anderson Fire Protection District and provides responses to all structure and wildland fires in the District. Station 43 also responds to auto accidents, river rescues and medical emergencies within certain areas of the District. Anderson reciprocates their responses to certain County Incidents as well. While CAL FIRE's primary mission emphasizes the management and protection of California's natural resources from wildland fires, these two engines can be dispatched to the scene of an auto accident, structure fire, or to a home where a child has become the victim of a drowning incident within SCFD's jurisdiction. During the non-wildfire season period of November 1st through May 31st, staffing at Station 43 is reduced to one SCFD Type II structure fire engine and one Type III wildland fire engine staffed with a minimum of 2 personnel under Amador contract with the SCFD. This winter Water Tender 47 was staffed with paid personnel when available and on duty. This aided the county wide response of having a rural water source respond immediately to a fire in lieu of awaiting the arrival of volunteer personnel. In 2017, Station 43 responded to 1,991 Incidents.

Shasta County Fire Department Station 32 – Palo Cedro (career and volunteer staffed)

Schedule A, Engine 32 is staffed with a minimum of 2 career personnel and is co-located with Volunteer Fire Company 32 which was led by Volunteer Chief Tom Fields. Chief Fields retired in 2018 with 45 years of service. His replacement is Captain Dan Whitehorn. The career staff operates and maintains the County's Self Contained Breathing Apparatus Program. The personnel are trained in every aspect of repair, service, maintenance, and Cal-OSHA requirements under Title 8 and NFPA. The SCBA program is highly involved and is the primary function of the Schedule A staff at Station 32. The community of Palo Cedro has a population of approximately 1,269 people based on the 2010 census. Palo Cedro is largely comprised of residential, agricultural, commercial, and highway uses. Within the core of the community located near Deschutes Road



and State HWY 44 is a mix of commercial properties including a supermarket, strip mall retail centers, and four educational institutions including the Foothill High School, Bishop Quinn Catholic Center, North Cow Creek School, and Junction Elementary School. The community has seen additional growth in 2017 of both residential and large commercial buildings. The Company operates 1 structure fire engine, 1 wildland fire engine, a fire rescue and water tender. In 2017, Volunteer Fire Company 32 was dispatched to 414 incidents.

Shasta County Fire Department Station 55 – West Valley

The West Valley Volunteer Fire Company is led by Volunteer Fire Chief Shawn Plummer. While West Valley is considered a part of the community of Cottonwood for census purposes, it is estimated that approximately 750 residents are served by the West Valley Volunteer Fire Company. The area boasts a mix of mainly residential and agricultural uses with small commercial facilities and the West Valley High School. The Company operates 1 structure fire engine, 1 wildland fire engine, a fire rescue and water tender. In 2017, Volunteer Fire Company 55 was dispatched to 183 incidents.

Shasta County Fire Department Station 54 – Lakehead

Company 54 serves the greater Lakehead area and the community of Lakehead, located 10 miles north of Redding off Interstate 5 on the northern shores of Lake Shasta. The I-5 corridor generates a large volume of emergency incidents comprised of traveler emergencies to interstate accidents as well as railroad incidents and hazardous materials incidents. The call volume on the Interstate increases dramatically during inclement weather. The Lakehead area also has its share of remote area incidents that require extended response and commitment times. The area has approximately 800 homes with nearly 900 full time residents. During the summer months, the population in this community nearly triples in size to over 2500 residents and visitors. The call volume for the Lakehead area is unusually higher than the average for the population. This is due to the Interstate and summertime influx of recreational activities. Company 54 houses 1 structure fire engine and 1 wildland fire engine, a water tender, fire rescue and utility with a fire rescue boat. The rescue has been identified as an Alternate Transport Rescue meaning it can transport patients to rendezvous with EMS helicopters or ambulances. This ability is unique to a few select Shasta County Volunteer Companies and is the only one of its kind in the State. Company 54 did not have any members for the 2017 year. The Companies response area usually incurs 250-350 calls per year. As of January 2018 the Company has recruited 2 new volunteers. The new volunteers have been trained and are responding to incidents. The recruitment process is active and ongoing to gain additional members and support.



Battalion 5

The Battalion is under the direct supervision of Battalion Chief Dave Hotchkiss. Battalion 5 consists of four volunteer fire companies, and two CAL FIRE stations (one Amador):

- Shasta County Volunteer Fire Company 50 – Igo/Ono
- Shasta County Volunteer Fire Company 52 – Centerville
- Shasta County Volunteer Fire Company 53 – Keswick
- Shasta County Volunteer Fire Company 59 – French Gulch
- CAL FIRE Ono Station 57
- CAL FIRE Shasta Station 58

Battalion 5 is comprised of the communities of Centerville, Igo/Ono, Keswick, French Gulch, and Platina. The Battalion lies at the foot of the California Coast Range with elevations ranging from 500 to 6919 feet. The Whiskeytown National Recreation Area and the Shasta Fire Protection District are also located within the Battalion. The Battalion is comprised of oak woodland, chaparral, and timberland with residential subdivisions located within the wildland. All of the communities within the Battalion have the potential for a catastrophic Wildland Urban Interface (WUI) fire due to population density and fuel loading. These communities are served by four volunteer fire companies, and two CAL FIRE stations.



Target Hazards

Critical infrastructure within the Battalion include Shasta Dam and Powerhouse, Keswick Dam and Powerhouse, Carr Creek Powerhouse, Spring Creek Powerhouse, and the associated power lines that carry the electricity from these facilities to the rest of the state. State Highway 299 and 36 transverse the Battalion carrying thousands of travelers and hazardous materials to and from the north coast of California each year.

The numerous hiking and biking trails in Centerville, Keswick, and Whiskeytown have increased over the years and the number of remote area rescues on these trails has increased as well. This presents a unique rescue task that frequently involves the Shasta County Fire Department, the Shasta County Sheriff's Department, the California Highway Patrol helicopter, and the National Park Service personnel at Whiskeytown. The Sacramento River and Clear Creek present water rescue hazards due to the heavy summertime recreation use enjoyed by the area residents.

Public school campuses located in Platina, Igo, Centerville and French Gulch as well as the Keller Lumber Company in Keswick are examples of the significant fire and rescue risk located within the Battalion.

Significant Incidents

On October 1st, 2017, a structure fire occurred in the 8900 block of Mirage Ct. in Centerville. CAL FIRE and SCFD units found a two-story home with the attic involved with heavy fire when they arrived. The home was destroyed by the fire with over a \$1 million-dollar loss.

On December 2nd, 2017, a structure fire occurred in the 15000 block of Horizon Hills Dr., in Centerville. CAL FIRE and SCFD units found a two-story home well involved in fire when they arrived. The fire was contained with a successful fire attack, no injuries were reported.



Shasta County Volunteer Fire Company 50 - Igo/Ono

The Igo/Ono Volunteer Fire Company currently has a roster of 6 volunteer firefighters and is led by Volunteer Chief Doug Atkins. The community contains over 600 residents and it is comprised of mainly rural residences, ranches, and wildland. The City of Redding and the County of Shasta operate a land-fill east of Igo and the Northern California Veterans Cemetery is located south of town.

The fire company has a fire station in Igo and a satellite station in Ono. The fire company operates 2 municipal fire engines, 1 wildland fire engine, 1 water tender, and 1 rescue vehicle. In 2017, there were 137 incidents within the community of Igo and Ono.

Shasta County Volunteer Fire Company 52 - Centerville

The Centerville Volunteer Fire Company currently has a roster of 16 volunteer firefighters and is led by Volunteer Chief John Luntey. The community is comprised of mainly residential subdivisions and rural residences. The community has numerous houses of worship, a feed store, mini-storage, and the Grant elementary/middle school campus are examples of the target hazards in station 52's response area.

The fire company operates 1 municipal fire engine, 1 wildland fire engine, and 1 rescue vehicle. In 2017, there were 182 incidents within the community of Centerville.

Shasta County Volunteer Fire Company 53 - Keswick

The Keswick Volunteer Fire Company currently has a roster of 5 volunteer firefighters and is led by Volunteer Chief Joe Pollard. The community is comprised of rural residences, residential subdivisions, light commercial, and electrical power infrastructure. The Keller lumber company and the Iron Mountain Mine are located in Keswick. Shasta Dam/Powerhouse, Keswick Dam/Powerhouse, and the Spring Creek Powerhouse are all located in Company 53's response area.

The fire company operates 1 municipal fire engine, 1 wildland fire engine, 1 water tender, and 1 rescue vehicle. In 2017, there were 141 incidents within the community of Keswick.

CAL FIRE Ono Station 57

CAL FIRE Station 57, located in the community of Ono is a seasonal fire station open only during the summer and fall. 1 CAL FIRE wildland fire engine operates out of the facility. In 2017, station 57 responded to 130 incidents.

CAL FIRE Shasta Station 58

CAL FIRE Station 58 provides additional protection to SCFD jurisdiction west of Redding during the winter months. An engine is staffed at Station 58 24 hours a day, with a minimum of 2 personnel. An SCFD breathing support trailer unit is housed out of the facility and is covered as incidents dictate. During fire season, CAL FIRE staffs 2 wildland fire engines and 1 bull dozer at the station. In 2017, station 58 responded to 780 incidents.

Shasta County Volunteer Fire Company 59 - French Gulch

The French Gulch Volunteer Fire Company currently has a roster of 4 volunteer firefighters and is led by Volunteer Chief Cliff Shattuck. The community contains over 300 residents and it is comprised mainly of rural residences and historical commercial businesses. The French Gulch Hotel built in 1885 is a historic business that was built in the gold mining era. The Carr Creek Powerhouse is located in station 59's response area. The fire company operates 1 municipal fire engine, 1 wildland fire engine, and 1 rescue vehicle. In 2017, there were 97 incidents within the community of French Gulch.



Shasta Cascade Hazardous Materials Response Team

It was another successful year for our local hazardous materials incident response team. Our 50+ Haz Mat Technicians and Specialists from across our 6-county jurisdiction (Shasta, Trinity, Lassen, Modoc, Siskiyou, and Tehama) continued to provide our communities with superior emergency Hazardous Materials response services. My foremost appreciation goes to all of these Team Members for their commitment, enthusiasm, and effort. Also, my sincere appreciation goes out to SCHMRT Program Manager, Battalion Chief Andy Reiling, and the Operations Director, Redding Fire Department Chief Gerry Gray, for their dedication to the team.

In 2017, the team responded to a total of 44 incidents. Of these, one was a Level 2 response (full team), while the remainder of incidents were efficiently handled by local SCHMRT resources. The Level 2 incident occurred at the City of Anderson Waste Water Treatment Plant on January 21, 2017 during a sulfur dioxide release that mildly exposed one worker to toxic fumes. Not included in these counts are the many additional consultation calls received weekly from various communities & agencies in our 6-county territory on how best to mitigate potential chemical issues or challenges.

In 2017, the SCHMRT members completed ten (10) monthly drills. Below is a breakdown of these:

- Jan 27 – Chemistry Review and Orientation for New Members (8 hours)
- Feb 17 – Circuit Stations at Redding Fire Station 8 (4 hours)
- Mar 23 – CAMEO/ALOHA software review at Redding City Hall (6 hours)
- Apr 20 – Level A entries at Red Bluff Waste Water Treatment Plant (6 hours)
- May 26 – Chemical Disaster Drill in Weaverville (8 hours)
- Jul 20 – Circuit Stations at Redding Fire Station 8 (4 hours)
- Aug 17 – Circuit Stations at Redding Fire Station 8 (4 hours)
- Sep 20 – Chemical tank patching drill at tank farm in Susanville (8 hours)
- Oct 19 – Large-scale chemical disaster drill in Willows (Glenn Co) (8 hours)
- Dec 19 – Circuit Stations at Redding Fire Station 8 (4 hours)

In total, our SCHMRT members documented many hours of training over the year. Our goal remains to provide our team with a realistic training environment to best match the local concerns in each of our member counties. Along the way we make every effort to visit each county at least every few years.

Shasta County Fire Department Boat Program

Shasta County Fire Department has two fire/rescue boats that provide emergency response on Lake Shasta. The fire/rescue boats respond to water rescues, medical aids, boat collisions, boat fires, vegetation fires, search and rescue, and other calls for service. The fire/rescue boats are often used on vegetation fires to transport firefighters to areas inaccessible by ground. The SCFD Boat Program personnel work closely with the Shasta County Sheriff's Boating Safety personnel. In 2017, SCFD Boat Program personnel responded to 47 incidents on Lake Shasta and personnel completed several hundred hours of training.

During summer months, the boats are strategically located to balance out response times. Boat 1 is located at Bridge Bay Marina and Boat 2 is located at Jones Valley Marina. During the winter months, both boats are pulled from the water with one boat moored at Bridge Bay for emergency responses.

Lake Shasta is a popular spot for boating, water skiing, camping, house boating, and fishing. Lake Shasta has a surface area of 30,000 acres and 365 miles of shoreline, making it the State's largest reservoir and the third largest body of water after Lake Tahoe and the Salton Sea. It was formed by the damming of the Sacramento River, Pit River, and McCloud River, referred to as "arms." These make up three of the four arms; the other being the Squaw Creek Arm.



Redding Air Attack Base [RAAB]



The Redding Air Attack Base (RAAB) was established in the late 1960s and is located at the CAL FIRE Northern Operations Center on Airport Road. The RAAB is an interagency base shared by CAL FIRE and the United States Forest Service (USFS).

RAAB responds to an average of 200 calls per year. CAL FIRE staff at the base consists of: one Battalion Chief, two Fire Captains, one Fire Apparatus Engineer, and five seasonal Firefighters. The complement of aircraft assigned includes, Air Attack 240, which is an OV-10 Bronco, and two S-2T air tankers, T-94 and T-95. These air tankers are capable of carrying 1,200 gallons of fire retardant. Also, assigned to the base, is Air Attack 503, a King Air 200. This aircraft is used as a training platform for new Air Tactical Group Supervisor (ATGS) students. CAL FIRE's full time Aerial Supervision Module (ASM) platform was temporarily based at Redding in 2017. The aircraft was AA505 an OV-10 Bronco call sign "Charlie One". This platform fills the role of a lead plane and aerial supervision on major and extended attack incidents. RAAB has a vast response area, which spans from Red Bluff to the Oregon Border, and from Hayfork to Mt. Lassen. CAL FIRE has strategically located its air resources throughout California, with the goal of providing air resources to any fire incident within 20 minutes.

2017 was an above average summer for the Redding Air Attack Base. The aircraft based at RAAB delivered a total of 1,603,953 gallons of retardant in 2017. This is considerably more than the ten-year average of approximately 900,000 gallons per year. The highest one-day total on record occurred in 1999, when the base delivered 290,000 gallons of retardant, while supporting the Jones Fire in the Bella Vista area.

The USFS also provides contracted air tankers. Aircraft contracted include: the P2-V, BAE-146, RJ-85, MD-87, C-130Q, and recently approved MAFFS (Modular Airborne Firefighting Systems) C-130's provided by the military, Federal Government, and private vendors. These air tankers are capable of carrying 2,000-4,000 gallons of fire retardant. 2017 was the first year RAAB was approved to reload C-130 air tankers, and it proved to be a success. In previous years, the C-130's would have to fly longer distances to reload bases causing them to burn more fuel and longer turnaround times. These aircraft are not permanently assigned to any specific base. Due to the limited number of air tankers, the USFS strategically locates these air tankers based on fire potential. Typically, during the fire season, a federal air tanker will be in and out of Redding several times throughout the year.

Shasta County Fire Department EMS

The Shasta County Fire Department plays an integral role in the Emergency Medical System as being the initial responders to medical calls for service. The department responded to 2,505 9-1-1 EMS calls in 2017, which is approximately 72% of all calls. These responders are the first to provide care for the sick and injured in the rural portions of the county. In some areas, they will be with the patient for 30 to 40 minutes prior to an ambulance arriving at scene. In some volunteer companies, SCFD utilizes Alternate Transport Vehicles, which allows for the patient to be transported to meet a medical helicopter or ambulance. The Sierra-Sacramento Valley EMS Agency, which sets the EMS requirements for Shasta County, renewed the policy for the Alternate Transport Vehicle for another five years. The ability to use this vehicle has been crucial on the east side of the county where ambulance response times are extended, and helicopter use is more frequent. These vehicles were also used in a multi-agency, multi-casualty drill at the Redding Municipal Airport in the spring. This provided great training and exposure to the advantages of these vehicles in the SCFD Fleet.

Training continues to be a large part of EMS and SCFD delivered over 1000 hours to the more than 170 volunteers. This training keeps them current in the policy and procedures of providing pre-hospital care in the field ensuring the best outcome for the patient. New protocols now allow for all levels of EMS providers administer Naloxone and auto-injection Epinephrine. The training for these new skills started in 2017 and will continue into 2018. Naloxone is used to counteract the effects of Opioid overdoses, which has become an increasing issue across the Nation. Epinephrine in the auto-injection form is used to reverse the effects from allergic reactions. This will be beneficial for patients as well as personnel in the department while working on incidents.



The Future...

As we move into 2018, Shasta County Fire Department/CAL FIRE is committed to providing services for the continued demand of rising call volume, and 911 emergency services. While sustaining integral relationships with our federal, state, and local government cooperators that make the fire service within Shasta County so extraordinary. We remain on-task and up to the challenge to continually support the firefighters, EMS workers, and foremost serve the citizens of Shasta County throughout 2018 and the many years to come.





**This report has been prepared by the
CAL FIRE/ Shasta County Fire Department
www.shastacountyfire.org**

REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS

BOARD MEETING DATE: May 22, 2018

CATEGORY: Consent - General Government-1.

SUBJECT:

5/15/18 Draft Minutes

DEPARTMENT: Clerk of the Board

Supervisory District No. : ALL

DEPARTMENT CONTACT: Kristin Gulling-Smith, Deputy Clerk of the Board, 530-225-5550

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

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

RECOMMENDATION

Approve the minutes of the meeting held on May 15, 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 15, 2018

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SHASTA COUNTY BOARD OF SUPERVISORS

Tuesday, May 15, 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.
Chief Deputy Clerk of the Board - Mary Williams
Administrative Board Clerk - Kristin Gulling-Smith

INVOCATION

Invocation was given by Dayton Phillips, Hope Baptist Church.

PLEDGE OF ALLEGIANCE

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

REGULAR CALENDAR

BOARD MATTERS

SHASTA COUNTY PUBLIC DEFENDER

By motion made, seconded (Moty/Morgan), and unanimously carried, the Board of Supervisors approved and established the start date of June 3, 2018 for William Bateman as the Shasta County Public Defender and established 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.

County Executive Officer Larry Lees introduced Mr. Bateman, who thanked the Board for the opportunity to serve the County as Public Defender.

PRESENTATIONS

PRESENTATION

REDDING CHAMBER OF COMMERCE

Redding Chamber of Commerce (Chamber) Chief Executive Officer Jake Mangas presented a new Chamber initiative, "Redding City Identity Project." Mr. Mangas described the project's efforts to improve the image of the City of Redding and acknowledged supporters of the initiative.

In response to questions from Supervisor Kehoe, Mr. Mangas explained that the Chamber requested support from the Board of Supervisors and would appreciate a proclamation expressing this.

In response to further questions from Supervisor Kehoe, Mr. Mangas confirmed that the effects of improving the image of the City of Redding will positively impact the entire County.

By consensus, the Board of Supervisors directed staff to bring forward a proclamation of support at a later meeting date.

PRESENTATION

SHASTA-TRINITY NATIONAL FOREST

Deputy Forest Supervisor Terri Simon-Jackson presented a plaque of appreciation to Supervisor Baugh in recognition of his support for the Secure Rural Schools Act of 2000 and the Shasta County Resource Advisory Committee.

Ms. Simon-Jackson presented about forest operations in the Shasta-Trinity National Forest. She described recent accomplishments of the Forest Service and shared data about recreation, fire hazard mitigation, eco-system management, and special projects within the Shasta-Trinity National Forest. Ms. Simon-Jackson explained budget challenges being faced by the Forest Service.

May 15, 2018

3

Ms. Simon-Jackson introduced new Forest Supervisor Scott Russell, who invited comments from the Board of Supervisors regarding what they see to be priorities for the Forest Service.

In response to questions by Supervisor Rickert, Mr. Russell addressed his intentions to increase engagement and partnerships between the Forest Service and other entities and individuals.

In response to questions by Supervisor Kehoe, Mr. Russell discussed fire danger in the forest and the role the timber industry plays in addressing that.

In response to further questions by Supervisor Kehoe, Mr. Russell confirmed that the Forest Service would be amenable to discussing the possibility of hosting a work release program.

In response to questions by Supervisor Rickert, Mr. Russell stated that the Forest Service is working to respond to issues such as bark beetles.

PRESENTATION

COUNTY OF SHASTA CAPITAL PROJECTS

DEPARTMENT OF PUBLIC WORKS

Public Works Director Pat Minturn gave a status report on various County of Shasta capital projects. Mr. Minturn addressed County building projects, bridge projects, road projects, storm damage, water and wastewater projects, and other projects.

In response to questions by Supervisor Baugh, Mr. Minturn restated that the presented County capital projects amount to approximately \$100 million.

In response to questions from Supervisor Rickert, Mr. Minturn explained that the Spring Creek Bridge project was still being pursued and was going through the legal process.

PUBLIC COMMENT PERIOD - OPEN TIME

Celestina Traver, County Veterans Service Officer, spoke regarding her office's efforts to secure care packages for local veterans from Operation Gratitude.

Dean True, Shasta County Health and Human Services Agency, Adult Services Branch Director, spoke regarding the benefits of the Crisis Intervention training program.

Terri Fields-Hosler, Shasta County Health and Human Services Agency, Public Health Branch Director, announced an upcoming community event addressing adverse childhood experiences.

CONSENT CALENDAR

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

Approved and authorized 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. (Administrative Office)

Approved the minutes of the meeting held on May 8, 2018, as submitted. (Clerk of the Board)

Approved and authorized 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. (Health and Human Services Agency-Children's Services)

Adopted Resolution 2018-037 which: 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 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. (Resource Management)

(See Resolution Book No. 60)

Took the following actions for the purchase of a 3,000 gallon water tender: Approved and authorized 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 approved and authorized County Purchasing to award Request for Quotes (RFQ) 18-18 to Fouts Bros Inc. (County Service Area No.-1 County Fire)

REGULAR CALENDAR, CONTINUED

GENERAL GOVERNMENT

May 15, 2018

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ADMINISTRATIVE OFFICE/BOARD OF SUPERVISORS

LEGISLATIVE UPDATE/SUPERVISORS' REPORTS

CEO Larry Lees presented an update on specific legislation of importance to Shasta County, including the Governor's recent budget presentation.

In response to questions from Supervisor Baugh, Mr. Lees stated that he foresees no negative impact to the County in the Governor's budget.

Supervisor Rickert recently attended a meeting of the Sierra Sacramento Valley Emergency Medical Services Board of Directors.

Supervisor Baugh recently attended a meeting of the LAFCO Executive Board.

Supervisors reported on issues of countywide interest.

SCHEDULED HEARINGS SCHEDULED HEARINGS

PUBLIC WORKS

COUNTY SERVICE AREA NO. 23-CRAG VIEW WATER
PROPOSED RATE INCREASE
PROPOSED ORDINANCE

This was the time set aside to conduct a public hearing to consider an ordinance setting forth charges, rates, and fees for water and related services in County Service Area No. 23-Crag View Water (CSA). The Proposition 218 Notice of Proposed Water Rate Increase and Affidavits of Mailing are on file with the Clerk of the Board. Public Works Director Pat Minturn presented the proposed rate increase for the CSA and requested approval of the staff recommendation.

The public hearing was opened.

Walter Osterberg and Robert Harryman spoke in opposition to the proposed water rate increase.

No one else spoke for or against the matter, no one else wished to submit a ballot, and the public hearing was closed.

Mr. Minturn discussed the costs incurred within the CSA and future expenses that are anticipated. He spoke to reports conducted by County staff to assess expenses.

In response to questions by Supervisor Moty, Shasta County Auditor-Controller Brian Muir confirmed that his office audits all CSA expenditures and claims.

In response to questions by Supervisor Rickert, Mr. Muir stated that members of the public are welcome to meet with his office.

In response to questions by Supervisor Baugh, Mr. Minturn confirmed that expense reviews were conducted by staff within his office.

In response to questions from Supervisor Kehoe, Mr. Minturn discussed the Community Advisory Board in the CSA and stated his understanding that there is no movement toward forming a Community Service District.

In response to questions from Supervisor Morgan, Mr. Minturn explained that it is difficult to transition to a Community Service District when the amount of residents in the area is so low.

Chief Deputy Clerk of the Board Mary Williams announced that ballots received prior to the close of the public hearing resulted in a successful majority protest.

County Counsel Rubin Cruse explained that under Proposition 218, a successful majority protest prevents the Board of Supervisors from enacting the proposed rate increase.

In response to questions from Supervisor Kehoe, Mr. Minturn explained that the CSA is currently insolvent. Due to the result of the protest, staff will conduct an analysis and return to the Board with an alternative proposal in approximately three weeks.

In response to questions from Supervisor Baugh, County Counsel Cruse agreed to look into additional options for the CSA and, if any are available, to present them at a future Board meeting.

11:01 a.m.: The Board of Supervisors adjourned.

Chairman

ATTEST:

LAWRENCE G. LEES

May 15, 2018

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Clerk of the Board of Supervisors

By _____
Deputy

DRAFT

REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS

BOARD MEETING DATE: May 22, 2018

CATEGORY: Consent - General Government-2.

SUBJECT:

Resolution which amends the Shasta County Personnel Rules, Chapter 20, *Travel and Other Expenses-County Charges*.

DEPARTMENT: Support Services-Personnel

Supervisory District No. : ALL

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

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

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

RECOMMENDATION

Adopt a resolution, effective June 1, 2018, which amends the Shasta County Personnel Rules, Chapter 20, Travel and Other Expenses- County Charges.

SUMMARY

N/A

DISCUSSION

It is appropriate from time to time to update the Shasta County Personnel Rules in order to clarify language, update sections so they are compliant with state and federal laws, and/or to ensure they correctly reflect business practices that have evolved over time.

Chapter 20, Travel and Other Expenses-County Charges, has been revised in order to align with current processes within the office of the Auditor-Controller. In addition, there were clerical and changes to the order the information is presented in the chapter. A redlined version is attached for reference.

ALTERNATIVES

The Board may choose to not approve the recommendations in whole or in part; however, this is not recommended as this modification aligns with the current business practices within the Auditor-Controller's office.

OTHER AGENCY INVOLVEMENT

The Office of the Auditor-Controller has reviewed and concurs with this recommendation. County Counsel has approved this recommendation as to form. The County Administrative Office has reviewed this recommendation. The unions have been notified of this recommendation.

FINANCING

Departments will budget associated expenses in their respective budgets.

cc:

- Larry Lees, County Executive Officer
- Terri Howat, County Chief Financial Officer
- Ayla Tucker, Administrative Analyst I
- Brian Muir, Auditor-Controller
- Nolda Short, Assistant Auditor-Controller
- Department Heads
- Shelley Forbes, Assistant Director of Support Services
- Kari Hallstrom, Personnel Analyst II
- Melissa Merritt, Agency Staff Services Analyst II- Confidential

ATTACHMENTS:

Description	Upload Date	Description
Resolution	5/9/2018	Resolution
Personnel Rules, Chapter 20 - final	5/9/2018	Personnel Rules, Chapter 20 - final
Personnel Rules, Chapter 20 - redllined version	5/9/2018	Personnel Rules, Chapter 20 - redllined version

RESOLUTION NO. 2018-_____

**A RESOLUTION OF THE BOARD OF SUPERVISORS
OF THE COUNTY OF SHASTA
AMENDING THE SHASTA COUNTY PERSONNEL RULES,
CHAPTER 20, TRAVEL AND OTHER EXPENSES- COUNTY CHARGES, AND
IMPLEMENTING THE PROVISIONS THEREOF**

WHEREAS, periodically the Board of Supervisors, upon the recommendation of staff, amends the provisions of the Personnel Rules, to update various provisions to ensure compliance with Shasta County Code, state and federal laws, to conform to actual County practice, or to address new business needs; and

WHEREAS, County staff recommends amendments to the Shasta County Personnel Rules, Chapter 20, Travel and Other Expenses- County Charges.

NOW, THEREFORE, BE IT RESOLVED that, effective June 1, 2018, the Board of Supervisors of the County of Shasta amends the Shasta County Personnel Rules, Chapter 20 Travel and Other Expenses- County Charges as attached hereto.

BE IT FURTHER RESOLVED that all other sections of the Shasta County Personnel Rules remain unchanged.

DULY PASSED AND ADOPTED this 22nd day of May, 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

CHAPTER 20. TRAVEL AND OTHER EXPENSES—COUNTY CHARGES

SECTION 20.1. TRAVEL POLICY.

- A. As used in this Chapter, "travel" means the duration of an authorized departure continuing until the first return.
- B. When reimbursement is not available from non-County funds, any employee who is compelled to travel in the performance of his/her duties and in the service of the County shall be issued a County credit card and/or shall be reimbursed for his/her own actual and necessary expenses for transportation, lodging, meals and other necessary incidental charges in conformance with the policies, rates, and provisions herein set forth.
- C. In all travel, County officers and employees are expected to secure transportation, lodging, meals and other incidental charges as economically as possible.

SECTION 20.2. AUTHORITY FOR TRAVEL.

- A. Members of the Board of Supervisors are hereby authorized to travel as necessary in the performance of their duties.
- B. Travel by members of other Boards and Commissions of the County shall be first approved by the Board of Supervisors except as provided by ordinance or State law.
- C. In State Travel.
 - 1. Department Heads are authorized to travel in state within the performance of their duties and within the limits of budgeted funds.
 - 2. County employees are permitted to travel in state as authorized by the Department Head, or his/her designee.
- D. Out of State Travel.
 - 1. Any out of state travel by any Department Head or employee shall first be approved by the CEO, or his/her designee.
 - 2. Department Heads, or his/her designee, have the authority to approve out of state travel when a department is legally mandated to transport or visit a client or inmate across state lines.

SECTION 20.3. TRAVEL TIME AS COMPENSABLE TIME WORKED. For employees who are subject to and not exempt from the minimum wage and overtime provisions of the Fair Labor Standards Act (FLSA), travel time shall be considered compensable time worked in accordance with the policies stated in this Section and the FLSA. Nothing in this policy is designed to provide for compensable work time beyond the requirements of the FLSA. Should
Shasta County Personnel Rules (revised 6/2018)

any of these policies conflict with the FLSA, the provisions of the FLSA shall control.

- A. Time spent in the course of job related travel (1) driving an automobile, or (2) riding in an airplane, train, boat, bus, or automobile as a required assistant or helper or while performing work specifically required by the employee's supervisor to be performed while traveling, or (3) traveling as a passenger on an airplane, train, boat, bus, or automobile where the travel is not overnight shall be considered as compensable time worked including instances of travel on normal days off. However:
 - 1. Normal commuting time shall not be considered as compensable time worked.
 - 2. Travel time between home and an airport or railroad station which is comparable to normal commuting shall not be considered as compensable time worked.
 - 3. Duty-free meal time, while in transit, shall not be considered as compensable time worked.
 - 4. If an employee has returned home after completing his/her day's work and is subsequently called out at night to perform an emergency job, all time spent on such travel is considered time worked.
- B. Time spent traveling as a passenger on an airplane, train, boat, bus, or automobile on overnight travel (including travel time to the location and returning from the location) shall only count as compensable time worked when such time spent traveling is during normal work hours, including normal days off. Duty-free meal time, while in transit, shall not count as compensable time worked.
- C. If an employee is offered by his/her Department Head, or his/her designee, to use public transportation for job related travel, but the employee requests permission to drive his/her personal vehicle instead and that request is approved by the Department Head, or his/her designee, the County may count as compensable time worked either the time spent driving the personal vehicle or the time the County would have had to count as compensable time worked during working hours if the employee had used the public transportation. Each and every Department Head, or his/her designee retains discretion to require that an employee use a particular mode of transportation for job related travel.
- D. In determining total hours worked for overtime purposes, applicable travel time as identified in A. and B. and C., shall be combined with actual hours worked.

SECTION 20.4. TRAVEL ADVANCES. Employees are encouraged to use a County credit card to fund travel expenses. However, where travel extends at least five days or the employee can demonstrate extenuating circumstances, an employee can request the Auditor-Controller to issue a travel advance. When approved, all advances will be issued at one hundred percent (100%) of the estimate.

SECTION 20.5. MEANS OF TRANSPORTATION.

- A. In compliance with Chapter 33 of the Personnel Rules, County Vehicles will be used when available as determined by the Department Head, or his/her designee.
- B. If a County Vehicle is not available, a vehicle may be rented through a County authorized agency as approved by the Department Head (See Administrative Policy 8-103, Section B.14) or a private vehicle may be used or may be required to be used only upon the approval or direction of the Department Head (See Personnel Rules Chapter 33). The County shall not be liable for any claim for vehicle repair or restoration arising out of the use of a privately-owned automobile except reimbursement for expenses as provided herein, unless otherwise required by law.
- C. Air (coach class), train, or other means of transportation may be authorized by the Department Head, or his/her designee, when in the best interests of the County. No nonscheduled air transportation may be used except upon prior approval of the CEO or his/her designee. The traveling officer or employee is responsible for obtaining any tax exemption or other benefit available to the County or its employees.

SECTION 20.6. REIMBURSEMENT. No allowance shall be made for travel by any employee to and from his/her assigned place of work except as specifically provided in this chapter. Department Heads and employees shall be reimbursed for their expenses incurred in the course of work as follows:

- A. Allowable Expenses.
 - 1. Employees who are required or authorized to use private vehicles in the course of County business shall be reimbursed at the rate allowed by the IRS. According to the IRS, the mileage rate is intended to cover the following costs associated with the performance of the employee's job: vehicle depreciation (or lease payments), insurance, registration and license fees, personal property taxes, gasoline and all taxes thereon, oil, tires, and routine maintenance and repairs.
 - 2. The use of other approved transportation shall be reimbursed at actual costs. A receipt is required to support the expense.
 - 3. Lodging expenses shall be reimbursed at actual, reasonable and necessary costs as approved by the Department Head, or his/her designee. A receipt is required to support the expense.
 - 4. The County shall provide reimbursement at Peace Officer Standards and Training (P.O.S.T.) approved rates for meals for which the County is fully reimbursed by the State. In rare cases where participation in an official convention or conference offers a meal that costs more than the per diem rate and the County benefits from employee participation in such meals, additional reasonable and necessary meal expenses may be allowed at the Shasta County Personnel Rules (revised 6/2018)

discretion of the Auditor-Controller with the appropriate explanation and submission of itemized receipts.

5. Meals shall be reimbursed on a per diem basis. Per diem rates are all inclusive, including tax and tip. The historical base rates for meals beginning June 1, 2018 are: \$12.00 for breakfast, \$12.00 for lunch, and \$25.00 for dinner. Per diem rates will be adjusted by the Auditor-Controller each January 1st based on the Consumer Price Index for All Urban Consumers (CPI-U); West Region; Food away from home category, unadjusted 12-months for the period ending October 31st of the preceding year. A historical schedule containing each annual rate will be maintained by the Auditor-Controller.

An employee is not required to use a County credit card or submit receipts for the meals to receive the per diem rates. Should an employee use a County credit card or submit receipts for meals in lieu of the per diem rates, the employee shall be reimbursed for the actual costs of the meals, including tips as explained below, up to the maximum applicable per diem rates for the meals.

In rare cases where participation in an official convention or conference offers a meal that costs more than the per diem rate and the County benefits from employee participation in such meals, additional reasonable and necessary meal expenses may be allowed at the discretion of the Auditor-Controller, including tips as explained below, with the appropriate explanation and submission of itemized receipts.

- a. For the purpose of determining entitlement for meal reimbursements the following will apply:
 - i. Breakfast - Necessary travel began not later than 7:00 a.m. lasting at least four hours.
 - Initial travel begin time must be at least one hour prior to employee's normally scheduled work time to be eligible for breakfast.
 - ii. Lunch - Necessary travel began not later than 11:00 a.m. and extended at least four hours.
 - iii. Dinner - Necessary travel began not later than 5:00 p.m. and extended to or after 7:00 p.m.
- b. Tips. Should an employee use a County credit card or submit receipts in lieu of the per diem rates as stated in Section 20.6.A.5. above, the employee will be reimbursed for tips paid to servers of meals in restaurants, in the actual amount paid, not to exceed the industry standard for appropriate tipping as announced by the Auditor-Controller each January 1st. Reimbursement is not authorized for alcoholic beverages or for any part of a tip attributable to the cost of alcoholic beverages. Reimbursement for tips is only authorized when applied to the cost of food and non-alcoholic beverages. No tips will be reimbursed in connection with per diem meal claims.

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- i. If an employee exceeds the allowable tip amount using a County credit card, the Auditor-Controller has the authority to waive the collection of the excess amount on a case by case basis, when it is determined by the Auditor-Controller that it is in the best interest of the County.
 - c. In accordance with the rules of the IRS governing “taxable meal benefits,” when an employee is paid for a meal expense(s), whether being reimbursed or being paid a stipend, and the employee does not remain overnight away from the general area of his/her headquarters, the corresponding meal expense payments are deemed to be taxable compensation and as such shall be processed with the County Payroll. All reimbursement for same day travel expenses including meals and mileage, will be processed on the next available payroll cycle immediately following the travel reimbursement request audit. The meal expense payments provided for herein shall not be applied to the employee’s California Public Employees’ Retirement System (CalPERS) base salary in accordance with CalPERS rules. Headquarters shall mean the building or site at which the officer or employee normally works.
 - 6. For expenses for authorized travel incurred by sworn employees of the Deputy Sheriffs Association (DSA) and the Sheriffs Administration Association (SAA), relative to State sanctioned and reimbursed training, {i.e., P.O.S.T. and Standards and Training for Corrections (STC)}, meal rate provided shall be consistent with State travel reimbursement schedules. Further, such employees shall receive one-hundred percent (100%) travel advance for such estimated training expenses.
 - 7. All other authorized travel expenses incurred in the course of work shall be reimbursed in accordance with Section 20.6.A.1. through 6.
 - 8. No reimbursement will be made for meals eaten within County limits unless the travel involves remaining away from the general area of an employee’s headquarters overnight, except that the evening meal may be claimed, in accordance with Section 20.6.A.5.c., with the approval of the Department Head, or his/her designee, if by reason of County business an employee must remain away from the general area of his/her headquarters later than 7:00 p.m. or must remain on continuous duty for at least four hours in excess of his/her normal shift. Nothing in this subparagraph is intended to preclude payment for meals which are otherwise reimbursable herein.
 - 9. In addition, with prior approval by the Department Head, or his/her designee, reimbursement for in County meal expense shall be allowed for breakfast, lunch, or dinner in the following circumstances:
 - a. Meetings to discuss bona fide County business with private sector business persons or officials representing other counties, cities, states, or federal agencies;
- Shasta County Personnel Rules (revised 6/2018)

- b. Meetings with commissions, task forces, and ad hoc committees which include Shasta County business as an agenda item; and
- c. Training sessions whereby it is necessary or appropriate for the employee to remain on site during the meal period.
- d. When a county department elects to schedule trainings and/or meetings, which are attended solely by County employees, during normal meal times, the department must make every attempt to reschedule employees' meal period to another time between 11:00 a.m. and 2:00 p.m. County employees can be reimbursed if the training or meeting spans longer than the usual lunch times and/or with an explanation from the Department Head or his/her designee as to why the employee meal period could not be rescheduled to another time between 11:00 a.m. and 2:00 p.m.

Responsibility for prior authorization shall be with the individual Department Head, or his/her designee.

- B. Employees who are required to work extended shifts of at least three hours preventing them from being at their residence during normal morning and evening meal times may be entitled to actual reasonable and necessary meal expenses not to exceed the limits provided in Section 20.6.A.5. and in accordance with Section 20.6.A.5.c. when the meals are authorized by the Department Head, or his/her designee, and supported by a receipt. If, during unusual and extreme circumstances as determined by the Department Head, or his/her designee, it is not practical or possible for a Public Works employee to leave his/her work during normal morning or evening meal times during an extended work period, he/she will be provided a meal by the department or be entitled to a meal allowance consistent with Section 20.6.A.5. and in accordance with Section 20.6.A.5.c, unless otherwise stipulated (except for the provisions in Section 20.6.A.5.c.) in the Memorandum of Understanding for the General Teamsters Local 137 Trades and Crafts Unit.
- C. In addition to the above, the following expenses may be claimed if incurred in the performance of official County business:
 - 1. Parking and storage fees;
 - 2. Street car, bus and train fares;
 - 3. Automobile rental (if unable to utilize a County contract for these services (See Administrative Policy 8-103, Section B.14) ;
 - 4. Taxi or shuttle service fares, plus the amount of any tip actually paid to the driver, up to 15% of the fare;
 - 5. Luggage handling tips for bell captains, not to exceed \$1.00 per bag;
 - 6. Ferry, bridge, and road tolls;

7. Long distance telephone and fax charges on County business;
 8. Upon approval of the Department Head or his/her designee, registration and conference fees and meal expenses when the meals are part of a conference;
 9. Upon approval of the Department Head or his/her designee, and with the concurrence of the Auditor-Controller, other necessary extraordinary expenditures (however, no claim for personal services such as cleaning, laundering, barbering or similar items of expense will be allowed).
- D. Notwithstanding other provisions of this Section, the Board of Supervisors may allow reimbursement not to exceed actual costs for any travel, specifically authorized by the Board, where such reimbursement is necessary to effectively accomplish the purposes for which the travel is undertaken.
- E. The Director of Support Services, or his/her designee, may approve reimbursement for actual and necessary meal expenses for persons not in Shasta County employment who provide training to County employees, who serve on the Board of Employee Appeals, or who serve on employee selection panels appointed by the Director of Support Services, or his/her designee. Persons traveling from outside Shasta County who provide such service shall be eligible for the same reimbursement for mileage, lodging, meals, and necessary personal expenses as that provided for employees in subsection A. of this Section.

SECTION 20.7. BOARD OF SUPERVISORS' EXPENSES. Members of the Board of Supervisors shall be allowed their actual expenses in going to, attending, and returning from state association meetings and their actual and necessary expenses when traveling outside the County on official business, subject to the specific provisions of this Section and Section 20.6. They shall also be allowed their actual and necessary expenses for meals and lodging related to official business, as prescribed in this Section and Section 20.6.

- A. When reimbursement is otherwise authorized by statute, the County may reimburse members of the Board of Supervisors for actual and necessary expenses incurred in the performance of official duties.
- B. The types of activities that qualify a member of the Board of Supervisors to receive reimbursement of expenses relating to meals, lodging, registration fees, out-of- county travel, and other actual and necessary expenses include the following:
1. Communicating with representatives of regional, state and national government on County adopted policy positions
 2. Attending educational seminars designed to improve the Board member's skill and information levels
 3. Participating in the meetings of regional, state and national organizations whose activities affect the County's interests
 4. Meeting to discuss bona fide County business with private sector, non-profit, or business persons, or officials representing other counties, city, state, or federal agencies; and
- Shasta County Personnel Rules (revised 6/2018)

5. Meeting with commissions, task forces, and ad hoc committees which include Shasta County business as an agenda item
- C. A Board member may also be reimbursed for, or be provided meals at, County conducted events and meetings of the Board of Supervisors.
- D. All other expenditures require approval by the Board of Supervisors.
- E. The reasonable reimbursement rates for travel, meals and other actual and necessary expenses are those prescribed in Section 20.6.A. Lodging expenses shall be reimbursed as prescribed in subsections F and G of this Section.
- F. If lodging is in connection with a conference or organized educational activity, lodging costs shall not exceed the maximum group rate published by the conference or activity sponsor, provided that lodging at the group rate is available to the member of the Board of Supervisors at the time of booking. If the group rate is not available, the member of the Board of Supervisors shall use comparable lodging that is consistent with the rates set by the Internal Revenue Service (IRS) in Publication 463 or any successor publication.
- G. Members of the Board of Supervisors shall use government and group rates offered by a provider of transportation or lodging services for travel and lodging when available.
- H. All expenses that do not fall within the rates prescribed in this Section, Section 20.6., or the IRS reimbursable rates, shall be approved by the Board of Supervisors, in a public meeting before the expense is incurred, or ratified after the expense is incurred, when prior action is not possible due to the urgency of the requirement for the expense.
- I. If a Board member chooses to incur additional costs that are above the rates established by this Section and Section 20.6., and those additional costs have not been approved pursuant to subsection H above, then the Board member may incur them at his/her own expense.
- J. Members of the Board of Supervisors shall use claim forms provided by the County Auditor-Controller to obtain reimbursement for actual and necessary expenses incurred on behalf of the County in the performance of official duties.
 1. The claim forms shall document that the expenses meet the requirements of this chapter for expenditure of public resources.
 2. Members of the Board of Supervisors shall submit claims to the County Auditor-Controller no later than the 15th calendar day after the expense is incurred, and each claim shall be accompanied by original receipts documenting each expense.
 3. Members of the Board of Supervisors shall provide brief reports on meetings attended at the expense of the County at the next regular Board meeting.

Shasta County Personnel Rules (revised 6/2018)

4. All documents related to reimbursable County expenditures are public records subject to disclosure under the California Public Records Act (Government Code Sections 6250 and following).

SECTION 20.8. TRAVEL AND EXPENSE REIMBURSEMENT FOR PROFESSIONAL RECRUITMENTS. The Director of Support Services, or his/her designee, is authorized to approve travel and expense reimbursement for professional recruitments when, because of the nature of a position or because of a particularly difficult recruitment, it is beneficial to the County to pay for the candidate's travel and related expenses in order for the candidate to come to Shasta County for an interview.

- A. Shasta County will reimburse a candidate for necessary travel, meal and lodging expenses associated with the candidate's interview for a position with Shasta County. This reimbursement includes:
 1. Travel: air fare, taxi fare, mileage incurred to or from the interview at a rate consistent with that allowed County employees.
 2. Car rental: the use of a rental vehicle for one day.
 3. Lodging: hotel/motel and room charges, including Transient Occupancy Tax (TOT).
 4. Meals: food for the applicant consumed during the time it is necessary for the applicant to travel for the interview period, excluding alcoholic beverages.
- B. The following expenses are not reimbursable by the County:
 1. Alcoholic beverages;
 2. Personal sundry and other non-related expenses;
 3. Recreational expenses;
 4. In-room movies; and/or
 5. Any expenses for family members.
- C. The Director of Support Services, or his/her designee, is also authorized to approve additional expenses related to the interview process such as, but not limited to, additional meal, lodging or travel expenses which are incurred by the candidate or the candidate's spouse (i.e., additional hotel costs due to travel restrictions, etc.).
- D. If there is any question regarding a potential expense being covered, the department should contact the Director of Support Services, or his/her designee.
- E. After receiving prior approval from the Director of Support Services, or his/her Shasta County Personnel Rules (revised 6/2018)

designee, the Department Head, or his/her designee, will provide written verification to the candidate of the approved expenses, prior to commencement of travel.

- F. Wherever possible the recruiting department will arrange for any necessary air travel, lodging, meals and a rental car. Such expenses shall be fully documented, using invoices and receipts which will be billed directly to the recruiting department for reimbursement through the Auditor-Controller's Office.
- G. In all cases, Personnel will be required to approve all expenses prior to the Department Head's, or his/her designee, submittal to the Auditor-Controller's Office.
- H. Reimbursement shall be provided to county employees for meal expenses incurred in conjunction with interviews of candidates for professional recruitments as defined in this policy.

SECTION 20.9. CLAIMS PROCEDURE. Claims for reimbursement for travel expenses shall be made on forms prescribed by the Auditor-Controller. Receipts must be attached for air or rail travel, automobile rental, lodging, registration fees and other expenses for which receipts are normally issued. Failure to complete the forms as required or to submit the proper receipts may be grounds for denying reimbursement. Receipts are not required for meals reimbursed using the per diem method.

- A. Any County employee who travels on County business will be assigned a County credit card for expenses.
- B. Employees traveling on county business (whether receiving an advance or not) must reconcile the travel instance within 10 calendar days of the travel return date.
- C. Reconciling amounts of less than \$1 owing to the County, or due to the employee, will be appropriately recorded in the County ledger using a journal entry but no cash will be paid out or collected.

SECTION 20.10. REIMBURSEMENT FOR TUITION AND OTHER TRAINING AND EDUCATION COSTS.

- A. It is the policy of the Board of Supervisors to encourage employees to participate in cost-effective training which will improve the quality and timeliness of those services County employees provide.
- B. Upon prior approval of the employee's Department Head, or his/her designee, the County will pay for or reimburse an employee for the actual, reasonable, and necessary costs of:
 - 1. Enrollment in and materials for continuing education classes which are required to maintain licensure or qualification for continued County employment, and not taken for the purpose of qualifying for another position or qualifying for non- County employment.

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2. Enrollment in and materials for seminars or workshops not exceeding ten class days which are related to the employee's current employment and are not taken for the purpose of qualifying for another position or qualifying for non-County employment.
 3. Enrollment in and materials needed for P.O.S.T. or STC training.
 4. Enrollment in and materials for education classes conducted in a web-based or on-line format, and not taken for the purpose of qualifying for another position or qualifying for non-County employment. The Department Head, or his/her designee, may authorize payment for on-site or off-site classes. The Department Head, or his/her designee, may authorize use of county property while employee is engaged in pre-approved training in accordance with Chapter 26. Electronic Assets and Information Security and Chapter 27. Use and Access to County Property and Expectations of Privacy. The Department Head, or his/her designee, assumes no responsibility for making county property available for completion of said training should computer equipment and other related electronic systems be unavailable for use.
- C. Upon the Department Head, or his/her designee, obtaining the prior approval of the Director of Support Services, or his/her designee, the County will pay for or reimburse an employee for the actual, reasonable, and necessary costs of other classes, seminars, or workshops related to the employee's current employment and which are not taken for the purpose of qualifying for another position or non-County employment.

CHAPTER 20. TRAVEL AND OTHER EXPENSES ~~COUNTY~~ CHARGES

SECTION 20.1. TRAVEL POLICY.

- A. As used in this Chapter, "travel" means the duration of an authorized departure continuing until the first return.
- B. When reimbursement is not available from non-County funds, any employee who is compelled to travel in the performance of his/her duties and in the service of the County shall be issued a County credit card and/or shall be reimbursed for his/her own actual and necessary expenses for transportation, lodging, meals and other necessary incidental charges in conformance with the policies, rates, and provisions herein set forth.
- C. In all travel, County officers and employees are expected to secure transportation, lodging, meals and other incidental charges as economically as possible.

SECTION 20.2. AUTHORITY FOR TRAVEL.

- A. Members of the Board of Supervisors are hereby authorized to travel as necessary in the performance of their duties.
- B. Travel by members of other Boards and Commissions of the County shall be first approved by the Board of Supervisors except as provided by ordinance or State law.

C. In State Travel.

- 1. Department Heads are authorized to travel in state within the performance of their duties and within the limits of budgeted funds.
 - ~~a. Department Heads' in state travel of more than three consecutive workdays shall first be approved by the CEO, or his/her designee.~~
- 2. County employees are permitted to travel in state as authorized by the Department Head, or his/her designee.

D. Out of State Travel.

- 1. Any out of state travel by any Department Head or employee shall first be approved by the CEO, or his/her designee.
- 2. Department Heads, or his/her designee, have the authority to approve out of state travel when a department is legally mandated to transport or visit a client or inmate across state lines.

SECTION 20.3. TRAVEL TIME AS COMPENSABLE TIME WORKED. For employees who are subject to and not exempt from the minimum wage and overtime provisions of the Fair Labor Standards Act (FLSA), travel time shall be considered compensable time worked in accordance with the policies stated in this Section and the FLSA. Nothing in this policy is designed to provide

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for compensable work time beyond the requirements of the FLSA. Should any of these policies conflict with the FLSA, the provisions of the FLSA shall control.

- A. Time spent in the course of job related travel (1) driving an automobile, or (2) riding in an airplane, train, boat, bus, or automobile as a required assistant or helper or while performing work specifically required by the employee's supervisor to be performed while traveling, or (3) traveling as a passenger on an airplane, train, boat, bus, or automobile where the travel is not overnight shall be considered as compensable time worked including instances of travel on normal days off. However:
 - 1. Normal commuting time shall not be considered as compensable time worked.
 - 2. Travel time between home and an airport or railroad station which is comparable to normal commuting shall not be considered as compensable time worked.
 - 3. Duty-free meal time, while in transit, shall not be considered as compensable time worked.
 - 4. If an employee has returned home after completing his/her day's work and is subsequently called out at night to perform an emergency job, all time spent on such travel is considered time worked.
- B. Time spent traveling as a passenger on an airplane, train, boat, bus, or automobile on overnight travel (including travel time to the location and returning from the location) shall only count as compensable time worked when such time spent traveling is during normal work hours, including normal days off. Duty-free meal time, while in transit, shall not count as compensable time worked.
- C. If an employee is offered by his/her Department Head, or his/her designee, to use public transportation for job related travel, but the employee requests permission to drive his/her personal vehicle instead and that request is approved by the Department Head, or his/her designee, the County may count as compensable time worked either the time spent driving the personal vehicle or the time the County would have had to count as compensable time worked during working hours if the employee had used the public transportation. Each and every Department Head, or his/her designee retains discretion to require that an employee use a particular mode of transportation for job related travel.
- D. In determining total hours worked for overtime purposes, applicable travel time as identified in A. and B. and C., shall be combined with actual hours worked.

SECTION 20.4. TRAVEL ADVANCES. Employees are encouraged to use a County credit card to fund travel expenses. However, where travel extends at least five days or the employee can demonstrate extenuating circumstances, an employee can request the Auditor-Controller to issue a travel advance. When approved, all advances will be issued at one hundred percent (100%) of the estimate.

SECTION 20.5. MEANS OF TRANSPORTATION. ~~(Refer to the Vehicle Operations Policy,~~

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~~Chapter 33, for additional information).~~

- A. In compliance with Chapter 33 of the Personnel Rules, County Vehicles will be used when available as determined by the Department Head, or his/her designee.
- B. If a County Vehicle is not available, a vehicle may be rented through a County authorized agency as approved by the Department Head (See Administrative Policy 8-103, Section B.14) or a private vehicle may be used or may be required to be used only upon the approval or direction of the Department Head (See Personnel Rules Chapter 33). The County shall not be liable for any claim for vehicle repair or restoration arising out of the use of a privately-owned automobile except reimbursement for expenses as provided herein, unless otherwise required by law.
- C. Air (coach class), train, or other means of transportation may be authorized by the Department Head, or his/her designee, when in the best interests of the County. No nonscheduled air transportation may be used except upon prior approval of the CEO, or his/her designee. The traveling officer or employee is responsible for obtaining any tax exemption or other benefit available to the County or its employees.

SECTION 20.6. REIMBURSEMENT. No allowance shall be made for travel by any employee to and from his/her assigned place of work except as specifically provided in this chapter. Department Heads and employees shall be reimbursed for their expenses incurred in the course of work as follows:

- A. Allowable Expenses.
 - 1. Employees who are required or authorized to use private vehicles in the course of County business shall be reimbursed at the rate allowed by the IRS. According to the IRS, the mileage rate is intended to cover the following costs associated with the performance of the employee's job: vehicle depreciation (or lease payments), insurance, registration and license fees, personal property taxes, gasoline and all taxes thereon, oil, tires, and routine maintenance and repairs.
 - 2. The use of other approved transportation shall be reimbursed at actual costs. A receipt is required to support the expense.
 - 3. Lodging expenses shall be reimbursed at actual, reasonable and necessary costs as approved by the Department Head, or his/her designee. A receipt is required to support the expense.
 - 4. The County shall provide reimbursement at Peace Officer Standards and Training (P.O.S.T.) approved rates for meals for which the County is fully reimbursed by the State. In rare cases where participation in an official convention or conference offers a meal that costs more than the per diem rate and the County benefits from employee participation in such meals, additional reasonable and necessary meal expenses may be allowed at the discretion of the Auditor-Controller with the appropriate explanation and submission of itemized receipts. ~~In cases where participation in an official convention or~~

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~~conference would be interfered with by the imposition of these limits, additional reasonable and necessary meal expenses are allowed upon submission of a receipt and approval by the employee's Department Head, or his/her designee.~~

5. Meals shall be reimbursed on a per diem basis. Per diem rates are all inclusive, including tax and tip. The historical base rates for meals beginning June 1, 2018 are: \$12.00 for breakfast, \$12.00 for lunch, and \$25.00 for dinner. Per diem rates will be adjusted by the Auditor-Controller each January 1st based on the Consumer Price Index for All Urban Consumers (CPI-U); West Region; Food away from home category, unadjusted 12-months for the period ending October 31st of the preceding year, at maximums of \$6.00 for breakfast, \$10.00 for lunch, and \$18.00 for dinner, which are the current rates, set by the State of California. The rate will increase or decrease in the future based on changes to the State rate. In cases where participation in an official convention or conference would be interfered by the imposition of these limits, additional reasonable and necessary meal expenses are allowed. A meal costing over the prescribed maximum shall be fully reimbursed upon submission of a receipt and approval by the employee's Department Head, or his/her designee. A historical schedule containing each annual rate will be maintained by the Auditor-Controller.

An employee is not required to use a County credit card or submit receipts for the meals to receive the per diem rates. Should an employee use a County credit card or submit receipts for meals in lieu of the per diem rates, the employee shall be reimbursed for the actual costs of the meals, including tips as explained below, up to the maximum applicable per diem rates for the meals.

In rare cases where participation in an official convention or conference offers a meal that costs more than the per diem rate and the County benefits from employee participation in such meals, additional reasonable and necessary meal expenses may be allowed at the discretion of the Auditor-Controller, including tips as explained below, with the appropriate explanation and submission of itemized receipts.

- a. For the purpose of determining entitlement for meal reimbursements the following will apply:

- i. Breakfast - Necessary travel began not later than 7:00 a.m. lasting at least four hours.

- Initial travel begin time must be at least one hour prior to employee's normally scheduled work time to be eligible for breakfast.

- ii. Lunch - Necessary travel began not later than 11:00 a.m. and extended at least four hours.

- iii. Dinner - Necessary travel began not later than 5:00 p.m. and extended to or after 7:00 p.m.

- b. Tips. Should an employee use a County credit card or submit receipts in lieu of the per diem rates as stated in Section 20.6.A.5. above, the

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~~e~~Employees will be reimbursed for tips paid to servers of meals in restaurants, in the actual amount paid, not to exceed ~~fifteen percent (15%) of the cost of the food and non-alcoholic beverages. the industry standard for appropriate tipping as announced by the Auditor-Controller each January 1st.~~ Reimbursement is not authorized for alcoholic beverages or for any part of a tip attributable to the cost of alcoholic beverages. Reimbursement for tips is only authorized when applied to the cost of food and non-alcoholic beverages. No tips will be reimbursed in connection with per diem meal claims.

iii.i. If an employee exceeds the allowable tip amount using a County credit card, the Auditor-Controller has the authority to waive the collection of the excess amount on a case by case basis, when it is determined by the Auditor-Controller that it is in the best interest of the County.

- c. In accordance with the rules of the IRS governing "taxable meal benefits," when an employee is paid for a meal expense(s), whether being reimbursed or being paid a stipend, and the employee does not remain overnight away from the general area of his/her headquarters, the corresponding meal expense payments are deemed to be taxable compensation and as such shall be processed with the County Payroll. These requests—All reimbursement including meals and mileage, will be processed on the next available payroll cycle immediately following the travel reimbursement request audit. The meal expense payments provided for herein shall not be applied to the employee's California Public Employees' Retirement System (CalPERS) base salary in accordance with CalPERS rules. Headquarters shall mean the building or site at which the officer or employee normally works.
6. For expenses for authorized travel incurred by sworn employees of the Deputy Sheriffs Association (DSA) and the Sheriffs Administration Association (SAA), relative to State sanctioned and reimbursed training, {i.e., P.O.S.T. and Standards and Training for Corrections (STC)}, meal rate provided shall be consistent with State travel reimbursement schedules. Further, such employees shall receive one-hundred percent (100%) travel advance for such estimated training expenses.
7. All other authorized travel expenses incurred in the course of work shall be reimbursed in accordance with Section 20.6.A.1. through 6.
8. No reimbursement will be made for meals eaten within County limits unless the travel involves remaining away from the general area of an employee's headquarters overnight, except that the evening meal may be claimed, in accordance with Section 20.6.A.5.c., with the approval of the Department Head, or his/her designee, if by reason of County business an employee must remain away from the general area of his/her headquarters later than 7:00 p.m. or must remain on continuous duty for at least four hours in excess of his/her normal shift. Nothing in this subparagraph is intended to preclude payment for meals which are otherwise reimbursable herein.

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9. In addition, with prior approval by the Department Head, or his/her designee, reimbursement for in County meal expense shall be allowed for breakfast, lunch, or dinner in the following circumstances:
- a. Meetings to discuss bona fide County business with private sector business persons or officials representing other counties, cities, states, or federal agencies;
 - b. Meetings with commissions, task forces, and ad hoc committees which include Shasta County business as an agenda item; and
 - c. Training sessions whereby it is necessary or appropriate for the employee to remain on site during the meal period.
 - d. When a county department elects to schedule trainings and/or meetings, which are attended solely by County employees, during normal meal times, the department must make every attempt to reschedule employees' meal period to another time between 11:00 a.m. and 2:00 p.m. County employees can be reimbursed if the training or meeting spans longer than the usual lunch times and/or with an explanation from the Department Head or his/her designee as to why the employee meal period could not be rescheduled to another time between 11:00 a.m. and 2:00 p.m.

Responsibility for prior authorization shall be with the individual Department Head, or his/her designee.

- B. Employees who are required to work extended shifts of at least three hours preventing them from being at their residence during normal morning and evening meal times may be entitled to actual reasonable and necessary meal expenses not to exceed the limits provided in Section 20.6.A.5. and in accordance with Section 20.6.A.5.c. when the meals are authorized by the Department Head, or his/her designee, and supported by a receipt. If, during unusual and extreme circumstances as determined by the Department Head, or his/her designee, it is not practical or possible for a Public Works employee to leave his/her work during normal morning or evening meal times during an extended work period, he/she will be provided a meal by the department or be entitled to a meal allowance consistent with Section 20.6.A.5. and in accordance with Section 20.6.A.5.c, unless otherwise stipulated (except for the provisions in Section 20.6.A.5.c.) in the Memorandum of Understanding for the General Teamsters Local 137 Trades and Crafts Unit.
- C. In addition to the above, the following expenses may be claimed if incurred in the performance of official County business:
- 1. Parking and storage fees;
 - 2. Street car, bus and train fares;
 - 3. Automobile rental (if unable to utilize a County contract for these services (See Administrative Policy 8-103, Section B.14) ;

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4. Taxi or shuttle service fares, plus the amount of any tip actually paid to the driver, up to 15% of the fare;
5. Luggage handling tips for bell captains, not to exceed \$1.00 per bag;
6. Ferry, bridge, and road tolls;
7. Long distance telephone and fax charges on County business;
8. Upon approval of the Department Head or his/her designee, registration and conference fees and meal expenses when the meals are part of a conference;
9. Upon approval of the Department Head or his/her designee, and with the concurrence of the Auditor-Controller, other necessary extraordinary expenditures (however, no claim for personal services such as cleaning, laundering, barbering or similar items of expense will be allowed).

D. Notwithstanding other provisions of this Section, the Board of Supervisors may allow reimbursement not to exceed actual costs for any travel, specifically authorized by the Board, where such reimbursement is necessary to effectively accomplish the purposes for which the travel is undertaken.

D.E. The Director of Support Services, or his/her designee, may approve reimbursement for actual and necessary meal expenses for persons not in Shasta County employment who provide training to County employees, who serve on the Board of Employee Appeals, or who serve on employee selection panels appointed by the Director of Support Services, or his/her designee. Persons traveling from outside Shasta County who provide such service shall be eligible for the same reimbursement for mileage, lodging, meals, and necessary personal expenses as that provided for employees in subsection A. of this Section.

~~SECTION 20.7. BOARD OF SUPERVISORS' EXPENSES. Members of the Board of Supervisors shall be allowed their actual expenses in going to, attending, and returning from state association meetings and their actual and necessary expenses when traveling outside the County on official business, subject to the specific provisions of this Section and Section 20.6. They shall also be allowed their actual and necessary expenses for meals and lodging related to official business, as prescribed in this Section and Section 20.6.~~

- A. When reimbursement is otherwise authorized by statute, the County may reimburse members of the Board of Supervisors for actual and necessary expenses incurred in the performance of official duties.
- B. The types of activities that qualify a member of the Board of Supervisors to receive reimbursement of expenses relating to meals, lodging, registration fees, out-of-county travel, and other actual and necessary expenses include the following:
 1. Communicating with representatives of regional, state and national government on County adopted policy positions
 2. Attending educational seminars designed to improve the Board member's skill and information levels

3. Participating in the meetings of regional, state and national organizations whose activities affect the County's interests
 4. Meeting to discuss bona fide County business with private sector, non-profit, or business persons, or officials representing other counties, city, state, or federal agencies; and
 5. Meeting with commissions, task forces, and ad hoc committees which include Shasta County business as an agenda item
- C. A Board member may also be reimbursed for, or be provided meals at, County conducted events and meetings of the Board of Supervisors.
- D. All other expenditures require approval by the Board of Supervisors.
- E. The reasonable reimbursement rates for travel, meals and other actual and necessary expenses are those prescribed in Section 20.6.A. Lodging expenses shall be reimbursed as prescribed in subsections F and G of this Section.
- F. If lodging is in connection with a conference or organized educational activity, lodging costs shall not exceed the maximum group rate published by the conference or activity sponsor, provided that lodging at the group rate is available to the member of the Board of Supervisors at the time of booking. If the group rate is not available, the member of the Board of Supervisors shall use comparable lodging that is consistent with the rates set by the Internal Revenue Service (IRS) in Publication 463 or any successor publication.
- G. Members of the Board of Supervisors shall use government and group rates offered by a provider of transportation or lodging services for travel and lodging when available.
- H. All expenses that do not fall within the rates prescribed in this Section, Section 20.6., or the IRS reimbursable rates, shall be approved by the Board of Supervisors, in a public meeting before the expense is incurred, or ratified after the expense is incurred, when prior action is not possible due to the urgency of the requirement for the expense.
- I. If a Board member chooses to incur additional costs that are above the rates established by this Section and Section 20.6~~5~~, and those additional costs have not been approved pursuant to subsection H above, then the Board member may incur them at his/her own expense.
- J. Members of the Board of Supervisors shall use claim forms provided by the County Auditor-Controller to obtain reimbursement for actual and necessary expenses incurred on behalf of the County in the performance of official duties.
1. The claim forms shall document that the expenses meet the requirements of this chapter for expenditure of public resources.
 2. Members of the Board of Supervisors shall submit claims to the County Auditor-Controller no later than the 15th calendar day after the expense is incurred, and

each claim shall be accompanied by original receipts documenting each expense.

3. Members of the Board of Supervisors shall provide brief reports on meetings attended at the expense of the County at the next regular Board meeting.

4. All documents related to reimbursable County expenditures are public records subject to disclosure under the California Public Records Act (Government Code Sections 6250 and following).

SECTION 20.8. ~~TRAVEL AND EXPENSE REIMBURSEMENT FOR PROFESSIONAL RECRUITMENTS~~. The Director of Support Services, or his/her designee, is authorized to approve travel and expense reimbursement for professional recruitments when, because of the nature of a position or because of a particularly difficult recruitment, it is beneficial to the County to pay for the candidate's travel and related expenses in order for the candidate to come to Shasta County for an interview.

- A. Shasta County will reimburse a candidate for necessary travel, meal and lodging expenses associated with the candidate's interview for a position with Shasta County. This reimbursement includes:

1. Travel: air fare, taxi fare, mileage incurred to or from the interview at a rate consistent with that allowed County employees.
2. Car rental: the use of a rental vehicle for one day.
3. Lodging: hotel/motel and room charges, including Transient Occupancy Tax (TOT).
4. Meals: food for the applicant consumed during the time it is necessary for the applicant to travel for the interview period, excluding alcoholic beverages.

- B. The following expenses are not reimbursable by the County:

1. Alcoholic beverages;
2. Personal sundry and other non-related expenses;
3. Recreational expenses;
4. In-room movies; and/or
5. Any expenses for family members.

- C. The Director of Support Services, or his/her designee, is also authorized to approve additional expenses related to the interview process such as, but not limited to, additional meal, lodging or travel expenses which are incurred by the candidate or the candidate's spouse (i.e., additional hotel costs due to travel restrictions, etc.).

- D. ~~If there is any question regarding a potential expense being covered,~~ the department should contact the Director of Support Services, or his/her designee.
- E. After receiving prior approval from the Director of Support Services, or his/her designee, the Department Head, or his/her designee, will provide written verification to the candidate of the approved expenses, prior to commencement of travel.
- F. Wherever possible the recruiting department will arrange for any necessary air travel, lodging, meals and a rental car. Such expenses shall be fully documented, using invoices and receipts which will be billed directly to the recruiting department for reimbursement through the Auditor-Controller's Office.
- G. In all cases, Personnel will be required to approve all expenses prior to the Department Head's, or his/her designee, submittal to the Auditor-Controller's Office.
- H. Reimbursement shall be provided to county employees for meal expenses incurred in conjunction with interviews of candidates for professional recruitments as defined in this policy.

SECTION 20.9. ~~_____~~ CLAIMS PROCEDURE. Claims for reimbursement for travel expenses shall be made on forms prescribed by the Auditor-Controller. Receipts must be attached for air or rail travel, automobile rental, lodging, registration fees and other expenses for which receipts are normally issued. Failure to complete the forms as required or to submit the proper receipts may be grounds for denying reimbursement. Receipts are not required for meals reimbursed using the per diem method.

- A. Any County employee who travels on County business will be assigned a County credit card for expenses.
- B. Employees traveling on county business (whether receiving an advance or not) must reconcile the travel instance within 10 calendar days of the travel return date.
- C. Reconciling amounts of less than \$1 owing to the County, or due to the employee, will be appropriately recorded in the County ledger using a journal entry but no cash will be paid out or collected.
- A. ~~_____~~

~~SECTION 20.8. _____ TRAVEL ADVANCES. Travel expenses, except those for same day meal expenses as defined in Section 20.5.A.5.c., will be advanced at eighty percent (80%) of estimated costs except for the following pre-payments which may be advanced at one hundred percent (100%):~~

- ~~A. _____ Lodging, registration, and/or tuition expenses.~~
- ~~B. _____ Air, train, and/or bus fares.~~

SECTION 20.10. REIMBURSEMENT FOR TUITION AND OTHER TRAINING AND EDUCATION COSTS.

- A. It is the policy of the Board of Supervisors to encourage employees to participate in cost-effective training which will improve the quality and timeliness of those services County employees provide.
- B. Upon prior approval of the employee's Department Head, or his/her designee, the County will pay for or reimburse an employee for the actual, reasonable, and necessary costs of:
 - 1. Enrollment in and materials for continuing education classes which are required to maintain licensure or qualification for continued County employment, and not taken for the purpose of qualifying for another position or qualifying for non- County employment.
 - 2. Enrollment in and materials for seminars or workshops not exceeding ten class days which are related to the employee's current employment and are not taken for the purpose of qualifying for another position or qualifying for non-County employment.
 - 3. Enrollment in and materials needed for P.O.S.T. or STC training.
 - 4. Enrollment in and materials for education classes conducted in a web- based or on-line format, and not taken for the purpose of qualifying for another position or qualifying for non-County employment. The Department Head, or his/her designee, may authorize payment for on-site or off-site classes. The Department Head, or his/her designee, may authorize use of county property while employee is engaged in pre-approved training in accordance with Chapter 26. Electronic Assets and Information Security and Chapter 27. Use and Access to County Property and Expectations of Privacy. The Department Head, or his/her designee, assumes no responsibility for making county property available for completion of said training should computer equipment and other related electronic systems be unavailable for use.
- C. Upon the Department Head, or his/her designee, obtaining the prior approval of the Director of Support Services, or his/her designee, the County will pay for or reimburse an employee for the actual, reasonable, and necessary costs of other classes, seminars, or workshops related to the employee's current employment and which are not taken for the purpose of qualifying for another position or non-County employment.

~~SECTION 20.11. TRAVEL ALLOWANCE FOR EMPLOYEES ASSIGNED TO THE CONSORTIUM IV (C-IV) AUTOMATION MIGRATION PROJECT. Employees assigned by the Health and Human Services Agency to the C-IV Automation Migration Project to work full time in Sacramento County shall receive a travel allowance as follows:~~

- ~~A. Lodging, meals and incidentals at no more than the United States General Services Administration maximum rate for Sacramento (covering the arrival for work at noon on Monday through noon on Friday).~~

~~B. — Mileage at the current IRS rate for 351 miles per week.~~

~~In accordance with the rules of the IRS governing "nonaccountable fringe benefit plans," the travel allowance provided for herein shall be processed through county payroll as taxable compensation. Each pay period, the travel allowance as prescribed herein shall be added to the compensation earned by any county employee assigned by the Health and Human Services Agency to the C-IV Automation Migration Project in Sacramento County. The travel allowance provided for herein shall not be applied to the employee's California Public Employees' Retirement System (CalPERS) base salary in accordance with CalPERS rules.~~

~~All travel arrangements are the responsibility of the employee~~

REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS

BOARD MEETING DATE: May 22, 2018

CATEGORY: Consent - Health and Human Services-3.

SUBJECT:

Renewal Agreement with Computer Logistics for Subsidized Employment Services (ShastaFACES2)

DEPARTMENT: Health and Human Services Agency-Regional Services

Supervisory District No. : All

DEPARTMENT CONTACT: Melissa Janulewicz, Branch Director, HHSA Regional Services, (530) 245-6403

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

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

RECOMMENDATION

Approve and authorize the Chairman to sign a renewal agreement with Computer Logistics in an amount not to exceed \$300,000 to provide employment subsidy reimbursement, as the employer of record, for the employment of eligible CalWORKs recipients for the period July 1, 2018 through June 30, 2020.

SUMMARY

Approval of this renewal will provide approximately 37 Shasta County CalWORKs, Welfare-to-Work (WTW) participants the opportunity to gain current work experience, improve skills, and potentially secure on-going unsubsidized employment.

DISCUSSION

The Subsidized Employment Program (SE) provides Shasta County CalWORKs, Welfare-to-Work participants the potential to acquire work experience, improve job skills, and potentially secure on-going unsubsidized employment. These programs have operated in various forms in the United States for some 80 years.

As well as providing paid employment opportunities to WTW participants, the SE Program gives employers the opportunity to build their business and incorporate new employees at reduced costs by providing financial assistance through the initial training period required by new employers. Employers receive a wage subsidy of 100% of total wage costs, not to exceed \$15 per hour, per participant hired, over a period of six months. This subsidy is offered as incentive to employers to train and hire Shasta County WTW participants as unsubsidized employees once the reimbursement period ends. A participants' subsidy period may be extended for an additional six months (in three month increments) at a rate of 50% of wages, if the County determines that an extension will increase the likelihood of the participant obtaining unsubsidized employment with the participating employer or obtaining specific skills and experiences relevant for unsubsidized employment for a particular field.

Computer Logistics is an active employer in Shasta County's SE Program, ShastaFACES2. They currently have 12

CalWORKs participants actively placed as Customer Service Call Center Representatives. Computer Logistics has hired 42 CalWORKs participants using subsidized employment since 2016. Of those 42, 9 have been hired by Computer Logistics as permanent employees without the subsidy and are no longer receiving cash assistance, and 7 are still currently employed with Computer Logistics as subsidized employees. In addition, 17 employees have left on their own accord, for various reasons, including 8 whom secured other employment outside of the SE, two who started working for other SE employers, two who moved out of the area, 4 who had medical reasons for leaving and 1 who was not ready for SE. There have also been 9 clients terminated from employment by Computer Logistics. The Call Center Representatives work an average of 40 hours per week at a starting salary of \$11 per hour. Computer Logistics has been able to grow their business as well as offer valuable job experience to CalWORKs participants through this mutually beneficial agreement. Computer Logistics consistently requests additional placements to support their current product line with the potential for more placements as their product line continues to grow. The average wage reimbursement for each participant placed at Computer Logistics is \$1,905 per month.

ALTERNATIVES

The Board could choose not to approve the agreement.

OTHER AGENCY INVOLVEMENT

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

FINANCING

The Subsidized Employment allocation provided to Shasta County for FY 2018-19 is \$931,298 which can be used for employer subsidies as well as programmatic administrative expenses. The funds and appropriations associated with the recommendation will be included in the department’s FY 2018-19 Requested Budget. There is no additional impact to the General Fund with approval of the recommendation

ATTACHMENTS:

Description	Upload Date	Description
Computer Logistics Agreement	5/10/2018	Computer Logistics Agreement

AGREEMENT BETWEEN THE COUNTY OF SHASTA, AND COMPUTER LOGISTICS

This agreement ("Agreement") is entered into between the County of Shasta, a political subdivision of the State of California, through its Health and Human Services Agency ("County"), and Computer Logistics ("Contractor"), a California corporation, for the purpose of providing employment subsidy reimbursement to Contractor, as employer of record, for the employment of eligible CalWORKs client(s), collectively termed ("Employee[s]") (collectively, the "Parties" and individually a "Party").

Section 1. DEFINITION OF TERMS.

CalWORKs – California Work Opportunity and Responsibility to Kids. This program replaced Aid to Families with Dependent Children ("AFDC") in 1997 as part of California's response to federal welfare reform, to bring California's welfare system into compliance with the provisions of the federal welfare reform legislation known as the Personal Responsibility and Work Opportunity Reconciliation Act of 1996, which was signed into law on August 22, 1996.

Employee(s) – A person that is eligible and currently participating in the CalWORKs program, subsequently employed by Contractor and for whom Contractor will submit a claim, or claims, for reimbursement under this Subsidized Employment Agreement.

Employer of Record – The Contractor who employs Employee(s) and is thereby responsible for all legal obligations and liabilities imposed on an employer as a result of the employment relationship with Employee(s).

Non-wage Costs – The Contractor's monetary contributions for pension, travel costs, memberships, subscriptions and professional activities are reimbursable to the Contractor.

Shasta Family Assistance through Contracted Employment Services ("ShastaFACES2" also known as "**ShastaFACES**") – A subsidized employment program through the County's Health and Human Services Agency.

ShastaFACES2 Coordinator ("Coordinator")– Employment and Training Worker assigned to monitor the Shasta FACES program. The Coordinator will serve as the County's primary point of contract for the Contractor.

Subsidized Employment or Subsidized Employee(s) – The Employer of Record is wholly or partially reimbursed for Employee(s)'s Wages.

Unsubsidized Employment or Unsubsidized Employee(s) – The Employer of Record is not reimbursed for any portion of the Employee(s)'s Wages. This includes Employee(s) for whom reimbursement is not provided as well as any and all other Contractor's employees.

Wages – The gross amount of money received by Employee(s) for labor performed by Employee(s), whether the amount is fixed or ascertained by the standard of time, piece, commission basis, or other method of calculation. Wages shall also include any leave benefits such as sick, vacation and holiday leave for the purpose of the ShastaFACES2 program. Wages shall not include any Employer-Paid Payroll Taxes and Health Benefits (Medical, Dental and

Vision insurance)., The determination of whether any particular payment of money to Employee(s) qualifies as Wages shall be made at County's sole discretion.

Section 2. RESPONSIBILITIES OF CONTRACTOR.

A. Agreement Responsibilities.

Pursuant to the terms and conditions of this Agreement, Contractor shall:

- (1) Be the Employer of Record for Employee(s) who is (are) determined by County to be eligible as an Employee, and be responsible for ensuring that any Subsidized Employee(s) employed by Contractor complete any required employment form or other documentation that would be a normal and customary part of the employment process, in addition to all required forms and documentation required by County.
- (2) Execute **Attachment A**, ShastaFACES2 Employer/Employee Statement of Understanding ("SOU"), attached and incorporated herein, for each Employee employed by Contractor. Should there be a conflict between the terms of **Attachment A** and the Agreement, this Agreement shall control.
- (3) Abide by the following rules for employing any Employee under this Agreement:
 - (a) Employee(s) may not be related by blood or marriage to the Contractor and Employee(s) may not receive favorable treatment if related to any other member of Contractor's workforce.
 - (b) Employees may not have been an active employee of the Contractor in the past 30 days prior to this Agreement. By signing this Agreement, Contractor further certifies that any Employee employed by Contractor was not subject to lay-off or otherwise terminated for the express purpose of being re-employed under this Agreement. This program is intended to add to the Contractor's workforce, not subsidize Contractor's current workforce.
- (4) Abide by the following conditions of employment for all Employees hired under this Agreement attached and incorporated herein:
 - (a) Employee(s) shall be subject to the same terms and conditions of employment as the Contractor's other employees on the Contractor's payroll who are employed a minimum of 20 hours per week or higher.
 - (b) Employee(s) shall be on the Contractor's regular payroll and be employed a minimum of 20 hours per week.
 - (c) Employee(s) shall receive the same benefits as the Contractor's other employees on the Contractor's payroll performing similar work who are employed a minimum of 20 hours per week or higher.
 - (d) Employee(s) shall receive the same starting wage and other wage increases as other employees on the Contractor's regular payroll performing similar work who are employed a minimum of 20 hours per week or higher, provided that such wage is not less than that specified in

the Fair Labor Standards Act of 1938 or if higher, under the applicable state or local minimum wage law.

- (e) If Employee(s) is/are to perform work not being performed by other employees, Contractor will pay a starting wage consistent with the local labor market.
 - (f) The Employee(s) shall be provided special clothing or equipment if such is provided to the Contractor's other employees on the Contractor's payroll performing similar work who are employed a minimum of 20 hours per week or higher.
 - (g) Employee(s) shall be provided supervision and training, based on work experience and job competency in the same manner as would be provided to the Contractor's other employees performing similar work.
- (5) Comply with the "Obligations to existing employees and employment conditions" as prescribed in **Attachment B**, attached and incorporated herein. Should there be a conflict between the terms of **Attachment B** and the Agreement, this Agreement shall control.
 - (6) Dictated by the placement, obtain from the California Department of Justice ("DOJ") records of convictions, as enumerated in Penal Code section 11105.3, of any Employee being considered for any position in which the Employee would have supervisory or disciplinary power over a minor or any person under the Employee's care, as provided for in Penal Code section 11105.3.
 - (7) Notify the Coordinator in writing within five business days when an Employee is moved to another position or worksite within the Contractor's business or if the Employee's wages are changed.
 - (8) Notify the Coordinator in writing within three business days when an Employee terminates employment and advise Coordinator if the Employee or Contractor terminated the employment relationship.
 - (9) Maintain confidentiality, in accordance with Section 28 of this Agreement, regarding an Employee's participation in this Subsidized Employment program.
 - (10) Comply with the provisions of the Immigration Reform and Control Act of 1986, which requires employers to verify that all employees are eligible to work in the United States as legal residents of the United States.
 - (11) Ensure that a "Permit to Employ and Work" is on file during the term of employment for any minors hired under this Agreement and comply with all labor and employment laws applicable to the employment of a minor.
 - (12) Consider continuing the employment of Employee(s) in Unsubsidized Employment at the termination of this Agreement or earlier.

- B. As required by Government Code section 7550, each document or report prepared by Contractor for or under the direction of County pursuant to this Agreement shall contain the numbers and dollar amount of this Agreement and all subcontracts under this Agreement relating to the preparation of the document or written report. If multiple documents or written reports are prepared pursuant to this Agreement or subcontracts, the disclosure section may also contain a statement indicating that the total Agreement

amount represents compensation for multiple documents or written reports. Contractor shall label the bottom of the last page of the document or report as follows: department name, Agreement number, and dollar amount. If more than one document or report is produced under this Agreement, Contractor shall add: "This [document or report] is one of [number] produced under this Agreement."

C. Record Keeping/Reporting.

- (1) Contractor shall maintain, in the State of California, and in a form acceptable to County: (i) all books, records, documents, and other evidence pertaining to the costs and expenses incurred by Contractor pursuant to this Agreement; and (ii) records concerning the services provided pursuant to this Agreement, including, but not limited to, a log of the dates and hours spent providing the services prescribed in Section 2.A. of this Agreement (collectively, the "Agreement Records"). All Agreement Records shall be open for audit and review by County, and by state and federal agencies, including the California Department of Social Services. Agreement Records shall be kept for a period of at least five years after termination, expiration, or cancellation of this Agreement, or until all audits for compliance with the terms, conditions, and specifications of this Agreement are completed, whichever is later. This provision shall survive the termination, expiration, or cancellation of this Agreement.
- (2) Contractor shall provide all information pertaining to this Agreement necessary for reports required by County, and by the state or federal government. Contractor shall fully cooperate with County in providing any information and/or records needed by any government entity concerning this Agreement.

D. Employee Grievances.

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

E. Investigation of Illegal Use of Agreement Funds.

- (1) Contractor shall take reasonable steps to prevent the illegal use of Agreement funds. Contractor agrees to notify County of any suspected illegal use of Agreement funds. Contractor shall meet with County or its delegate for consultation when there is suspected illegal use of funds. Contractor shall cooperate with County or its delegate in any way necessary in the investigation of potential illegal use of Agreement funds.
- (2) Contractor shall provide County or its delegate with any relevant information requested and shall permit County or its delegate access to Contractor's premises, upon reasonable notice, during normal business hours for the purpose of

conducting interviews and inspecting and copying books, records, accounts, and other materials that may be relevant to a matter under investigation for potential illegal use of Agreement funds.

F. Acknowledgement.

Contractor shall 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 the press, flyers, or publications the following statement: "This activity (or program) has been funded (or sponsored) by the County of Shasta through the California Department of Social Services."

Section 3. RESPONSIBILITIES OF COUNTY.

Pursuant to the terms and conditions of this Agreement:

- A.** County shall reimburse Contractor as prescribed in Sections 4 and 5 of this Agreement.
- B.** The eligibility of Contractor and eligibility of Employees to participate in Subsidized Employment is at the sole discretion of County.
- C.** County may, upon Contractor request, provide a list of eligible Employees for consideration by Contractor in Contractor's hiring process.
- D.** County may work with Contractor and potential Employees to match potential Employees to specific employment opportunities made available by Contractor. However, County shall have no involvement in the Contractor's hiring decisions.
- E.** County may, upon Contractor request and subject to the reimbursement provided for in Section 4.A.2, extend an Employee's subsidy period with the Contractor, no more than twice, in three-months increments, for up to a total of 12-months (including the initial period of up to six months), if the additional time shall increase the likelihood of the Employee obtaining either of the following:
 - (1)** Unsubsidized employment with the Contractor; or
 - (2)** Specific job skills and training relevant for unsubsidized employment for a particular occupational field.
- F.** The County's Director of Health and Human Services Agency ("HHSA") or the County's HHSA Branch Director as designated by the HHSA Director may authorize program staff to sign **Attachment A**, ShastaFACES2 Employer/Employee Statement of Understanding ("SOU"), as the "COUNTY AUTHORIZED AGENT".
- G.** County shall monitor and evaluate the performance of Contractor throughout the term of this Agreement and Contractor's compliance with the terms and conditions of this Agreement Contractor shall permit County or its delegate access to Contractor's premises, upon reasonable notice, during normal business hours for the purpose of conducting interviews and inspecting and copying books, records, accounts, and other materials for the purpose of monitoring and evaluating performance.

Section 4. REIMBURSEMENT.

- A.** Contractor shall, during the term of this Agreement and after satisfactorily completing the responsibilities as prescribed in this Agreement and submitting all required

documentation including the timely submission of a complete, correct, and approved invoice documenting the requested Reimbursement, be reimbursed:

- (1) During the initial six-month employment period, up to 100 percent of the Employee(s) Wages up to a maximum of \$15 per hour per Employee provided to or on behalf of Employee(s) (the "Reimbursement"); and
 - (2) During any subsequent employment period as authorized by County pursuant to section 3.E, up to 50 percent of the Employee(s) Wages up to a maximum of \$15 per hour per Employee provided to or on behalf of Employee(s) (the "Reimbursement").
- B. In no case whatsoever shall the maximum amount reimbursed to Contractor under this Agreement exceed \$300,000.
- C. County is not liable for the payment of any taxes resulting from this Agreement however designated, levied, or imposed, unless County would otherwise be liable for the payment of such taxes in the course of its normal business operation.
- 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 5. CLAIMS AND REIMBURSEMENT.

- A. For each Employee working for Contractor under this Agreement, Contractor shall submit monthly by the 10th of each month, for the prior month's paid subsidized employment, a billhead or invoice regularly used in the conduct of business of the Contractor along with a fully completed "**ShastaFACES2 Subsidized Employment Statement of Services**", **Attachment C** or **Attachment D** as appropriate.
- B. Contractor shall also submit with each billhead or invoice payroll records providing verification of employment hours, and Wages. Payroll records shall include copies of Payroll Summaries including Date, Name, Hours, Net Amount, Taxes Withheld, Total Deductions, Total Pay, Employer Taxes, Total Cost, Check Number, and copies of Weekly Time Records for each employee working for Contractor under this Agreement.
- C. Contractor shall not be reimbursed for any amounts invoiced without payroll verification.
- D. Contractor shall invoice County no later than the 10th of the following month for Employee costs incurred in the previous month.
- E. County reserves the right to require Contractor to submit, subsequent to invoice submission, copies of any supporting or supplemental documentation related to any and all expenses identified on the invoice.
- F. County shall pay Contractor Reimbursement as stated in Section 4 within 30 days of receipt of a complete, correct, and approved invoice with any supporting records as provided for in this agreement. Contractor shall submit a final statement or invoice for services rendered to the County for the period ending June 30, 2020 by July 10, 2020.
- G. County reserves the right to disallow any claim filed more than 10 days following the month Employee costs are incurred. County additionally reserves the right to disallow

any claim filed for the month of June 2020 if such claim is not filed on or before July 10, 2020.

- H. Should County, or the state or federal government, disallow any amount claimed by Contractor, Contractor shall reimburse County, or the state or federal government, as directed by County, or the state or federal government, for such disallowed cost.

Section 6. TERM OF AGREEMENT.

The initial term of this Agreement shall commence as of the July 1, 2018 and shall end June 30, 2020. 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 fiscal year. County shall notify Contractor in writing of such non-appropriation at the earliest possible date.

Section 7. TERMINATION OF AGREEMENT.

- A. If Contractor materially fails to perform Contractor's responsibilities under this Agreement to the satisfaction of County, or if Contractor fails to fulfill in a timely and professional manner Contractor's responsibilities under this Agreement, or if Contractor violates any of the terms or provisions of this Agreement, then County shall have the right to terminate this Agreement effective immediately upon the County giving written notice thereof to Contractor. If termination for cause is given by County to Contractor and it is later determined by County that Contractor was not in default or the default was excusable, then the notice of termination shall be deemed to have been given without cause pursuant to paragraph B of this section.
- B. Either Party may terminate this Agreement without cause on 30 days' written notice.
- C. County may terminate this Agreement immediately upon oral notice should funding cease or be materially decreased.
- D. County or Contractor may terminate this Agreement immediately upon oral notice should County or Contractor not be able to comply with the obligations of this Agreement due to any material cause which is beyond the reasonable control of County or Contractor, including, but not limited to: fire, explosion, lightning, power surges or 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 County's or Contractor's control.
- E. County's right to terminate this Agreement may be exercised by the Shasta County Board of Supervisors, by County's Executive Officer, by County's Health and Human Services Agency Director or by County's HHSA Branch Director as designated by the HHSA Director.
- F. Should this Agreement be terminated, Contractor shall promptly provide to County any and all finished and unfinished reports, data, studies, photographs, charts, and other documents prepared by Contractor pursuant to this Agreement.

- G. If this Agreement is terminated, Contractor shall only be eligible for Reimbursement for work performed by Employee(s) prior to the effective date of termination.

Section 8. LEGAL MANDATES.

- A. Contractor recognizes the mandatory standards and policies relating to energy efficiency in the state energy conservation plan (Title 24 of the California Code of Regulations).
- B. Contractor shall comply with mandatory standards and policies as required by Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 and as supplemented in Department of Labor regulations (41 C.F.R., Part 60).
- C. If reimbursement for this Agreement exceeds \$100,000, Contractor 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).
- D. Contractor shall comply with all applicable federal, state, municipal, and local standards for health and safety in work and training situations, including all provisions of the Occupational Safety and Health Act of 1979 and all amendments thereto.
- E. If Contractor is subject to the California Child Abuse and Neglect Reporting Act (Penal Code sections 11164 *et seq.*), Contractor shall ensure that all known or suspected instances of child abuse or neglect are reported as mandated by that law. In addition, Contractor shall:
 - (1) Require each of Contractor's Subsidized Employees, Unsubsidized Employees, volunteers, contractors, subcontractors, and agents who are required by the California Child Abuse and Neglect Reporting Act to report child abuse or neglect, to sign a statement that he or she knows of the statutory mandated reporting requirements and will comply with them.
 - (2) Establish procedures to ensure reporting of child abuse or neglect even when Contractor's Subsidized Employee(s), Unsubsidized Employee(s), volunteers, contractors, subcontractors, or agents who are not required by the California Child Abuse and Neglect Reporting Act to report child abuse or neglect, gain knowledge of, or reasonably suspect, that a child has been a victim of abuse or neglect.
- F. If Contractor is subject to section 15630 of the Welfare and Institutions Code, Contractor shall ensure that all known or suspected instances of elder abuse or dependent adult abuse are reported as required by that law. In addition, Contractor shall:
 - (1) Require each of Contractor's Subsidized Employees, Unsubsidized Employees, volunteers, contractors, subcontractors, and agents who are required by section 15630 of the Welfare and Institutions Code to report elder or dependent abuse or neglect, to sign a statement that he or she knows of the statutory mandated reporting requirements and will comply with them.
 - (2) Establish procedures to ensure reporting of elder abuse or dependent adult abuse even when Contractor's Subsidized Employee(s), Unsubsidized Employee(s), volunteers, contractors, subcontractors, or agents who are not mandated to report elder abuse or dependent adult abuse under section 15630 of the Welfare and

Institutions Code, gain knowledge of, or reasonably suspect, an incident of elder or dependent adult abuse has occurred.

Section 9. ENTIRE AGREEMENT; AMENDMENTS; HEADINGS; ATTACHMENTS/ EXHIBITS/ APPENDICES.

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

Section 10. NONASSIGNMENT OF AGREEMENT; NON-WAIVER.

Inasmuch as this Agreement is intended to provide reimbursement of Wages for Employees employed by Contractor, Contractor may not assign, transfer, delegate, or sublet any interest herein without the prior written consent of County. The waiver by County of any breach of any requirement of this Agreement shall not be deemed to be a waiver of any other breach.

Section 11. EMPLOYMENT STATUS OF EMPLOYEE(S) AND INDEMNIFICATION RELATED THERETO.

- A.** Employee(s) employed by Contractor shall not be considered employees of County for any purpose. They shall be considered solely Contractor's employees. Contractor, and not County, is thereby responsible for all legal obligations and liabilities imposed on an employer as a result of the employment relationship with Employee(s). County shall not be liable for any such obligations or liabilities.
- B.** Contractor shall hold harmless, and indemnify 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, relating to any and all obligations and liabilities imposed on an employer as a result of the Contractor's employment of Employee(s). Contractor shall

also, at Contractor's own expense, defend the County against any claim, suit, action or proceeding brought against County, its elected officials, officers, employees, agents, and volunteers, relating to any and all obligations and liabilities imposed on an employer as a result of the Contractor's employment of Employee(s). The provisions of this paragraph are intended to be interpreted as broadly as permitted by applicable law. This provision shall survive the termination, expiration, or cancellation of this agreement.

Section 12. EMPLOYMENT STATUS OF CONTRACTOR.

Contractor shall, during the entire term of this Agreement, be construed to be an independent contractor. Nothing in this Agreement is intended nor shall be construed to create an employer-employee relationship between County and Contractor, a joint venture relationship between County and Contractor, or to allow County to exercise discretion or control over Contractor's employment of Employee(s). Contractor shall be fully responsible for payment of all taxes due to the State of California or the federal government related to Contractor's compensation under this Agreement. County shall not be liable for deductions for any amount for any purpose from Contractor's compensation. Contractor shall not be eligible for coverage under County's workers' compensation insurance plan and Contractor shall not be eligible for any other County benefit. Contractor must issue W-2 and 941 Forms for income and employment tax purposes, for all of Contractor's assigned personnel under the terms and conditions of this Agreement.

Section 13. INDEMNIFICATION.

To the fullest extent permitted by law, Contractor shall indemnify and hold harmless County, its elected officials, officers, employees, agents, and volunteers against all claims, suits, actions, costs, expenses (including, but not limited to, reasonable attorney's fees of County Counsel and counsel retained by County, expert fees, litigation costs, and investigation costs), damages, judgments, or decrees arising from the work or the provision of services undertaken pursuant to this Agreement by Contractor, or by any of Contractor's subcontractors, any person employed under Contractor, or under any subcontractor, or in any capacity except when the injury or loss is caused by the sole negligence or intentional wrongdoing of County. Contractor shall also, at Contractor's own expense, defend the County, its elected officials, officers, employees, agents, and volunteers against any claim, suit, action or proceeding brought against County, its elected officials, officers, employees, agents, and volunteers, arising from the work or the provision of services undertaken pursuant to this agreement by Contractor, or any of Contractor's subcontractors, any person employed under Contractor, or under any subcontractor, or in any capacity. Contractor shall also defend and indemnify County for any adverse determination made by the Internal Revenue Service or the State Franchise Tax Board and/or any other taxing or regulatory agency and shall defend, indemnify, and hold harmless County with respect to Contractor's "independent contractor" status that would establish a liability on County for failure to make social security deductions or contributions or income tax withholding payments, or any other legally mandated payment. 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 14. INSURANCE COVERAGE.

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

State of California, and maintain continuously during the term of this agreement Commercial General Liability Insurance, including coverage for owned and non-owned automobiles, and other coverage necessary to protect the County and the public with limits of liability of not less than \$1 million per occurrence; such insurance shall be primary as to any other insurance maintained by County.

- B.** Contractor and any subcontractor shall obtain and maintain continuously required Workers' Compensation and Employer's Liability Insurance to cover Contractor, subcontractor, Contractor's partner(s), subcontractor's partner(s), Contractor's employees, and subcontractor's(s') employees with an insurance carrier authorized to transact business in the State of California covering the full liability for compensation for injury to those employed by Contractor or subcontractor. Each such policy shall be endorsed to state that the Workers' Compensation carrier waives its right of subrogation against *County, its elected officials, officers, employees, agents, and volunteers* which might arise in connection with this Agreement. Contractor hereby certifies that Contractor is aware of the provisions of section 3700 of the Labor Code, which requires every employer to insure against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of the Labor Code, and Contractor shall comply with such provisions before commencing the performance of the work or the provision of services pursuant to this Agreement.
- C.** Contractor shall 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 Contractor pursuant to this Agreement.
- D.** With regard to all insurance coverage required by this Agreement:
- (1) Any deductible or self-insured retention exceeding \$25,000 for Contractor or subcontractor shall be disclosed to and be subject to approval by the County Risk Manager prior to the effective date of this Agreement.
 - (2) If any insurance coverage required hereunder is provided on a "claims made" rather than "occurrence" form, Contractor or subcontractor shall maintain such insurance coverage with an effective date earlier or equal to the effective date of this Agreement and continue coverage for a period of three years after the expiration of this Agreement and any extensions thereof. In lieu of maintaining post-agreement expiration coverage as specified above, Contractor or subcontractor may satisfy this provision by purchasing tail coverage for the claims-made policy. Such tail coverage shall, at a minimum, provide the insurance coverage required hereunder for claims received and reported three years after the expiration date of this Agreement.
 - (3) All insurance (except workers' compensation and professional liability) shall include an endorsement or an amendment to the policy of insurance which names *County, its elected officials, officers, employees, agents, and volunteers as additional insureds*. In the event that coverage is reduced or canceled, a notice of said reduction or cancellation shall be provided to County within 24 hours. Any available insurance proceeds in excess of the specified minimum limits and coverage pursuant to the terms of this Agreement shall be applicable to the Additional Insured. The additional insureds coverage shall be equal to Insurance

Service Office endorsement CG 20 10 for on-going operations, and CG 20 37 for completed operations.

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

"Separation of Insureds.

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

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

Section 15. SUBCONTRACTORS.

Contractor shall not subcontract any services to be provided under this Agreement without the prior written consent of County. Any subcontract entered into by Contractor in contravention of this provision without the prior written consent of County shall be void. Contractor and subcontractor who enter into a subcontract without such consent and approval waive any right to reimbursement provided pursuant to the void subcontract. Contractor and subcontractor shall defend, hold harmless, and indemnify County, its elected officials, officers, volunteers, and employees, against all claims, actions, costs, counsel fees, expenses, damages, judgments, or decrees by reason of any claim made by a subcontractor to enforce any provisions of a subcontract entered into without the prior written consent of County.

Section 16. NOTICE OF CLAIM/APPLICABLE LAW/VENUE.

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

Section 17. COMPLIANCE WITH LAWS; NON-DISCRIMINATION.

- A.** Contractor shall observe and comply with all applicable present and future federal laws, state laws, local laws, codes, rules, regulations, and/or orders that relate to the services to be provided pursuant to this Agreement.
- B.** Contractor shall not discriminate in employment practices or in the delivery of services on the basis of race, color, creed, religion, national origin, sex, age, marital status, sexual orientation, medical condition (including cancer, HIV, and AIDS), physical or mental disability, use of family care leave under either the Family & Medical Leave Act or the California Family Rights Act, or on the basis of any other status or conduct protected by law. In addition, Contractor shall comply with the conditions of **Attachment E**, attached and incorporated herein.
- C.** Contractor represents that Contractor is in compliance with, and agrees to continue to comply with, the Americans with Disabilities Act of 1990 (42 U.S.C. sections 12101, et seq.), the Fair Employment and Housing Act (Gov. Code, sections 12900, et seq.), and the regulations and guidelines promulgated pursuant thereto.
- D.** No funds or compensation received by Contractor under this Agreement shall be used by Contractor for sectarian worship, instruction, or proselytization. No funds or compensation received by Contractor under this Agreement shall be used to provide direct, immediate, or substantial support to any religious activity.
- E.** Contractor represents that if Contractor is a religious organization, Contractor shall observe and comply with all applicable requirements set forth in 42 U.S.C.A. section 604a (Services Provided by Charitable, Religious, or Private Organizations), of the Temporary Assistance for Needy Families (TANF) program (42 U.S.C.A. Chapter 7, Subchapter IV, Part A), created by the Personal Responsibility and Work Reconciliation Act (PRWORA) of 1996.
- F.** In addition to any other provision of this Agreement, Contractor shall be solely responsible for any and all damages caused, and/or penalties levies, as the result of Contractor's noncompliance with the provisions of this section.

Section 18. ACCESS TO RECORDS; RECORDS RETENTION.

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

Section 19. COMPLIANCE WITH CHILD, FAMILY, AND SPOUSAL SUPPORT REPORTING OBLIGATIONS.

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

Section 20. LICENSES AND PERMITS.

Contractor, and Contractor's officers, employees (including Subsidized and Unsubsidized 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 required 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 21. CONFLICTS OF INTEREST.

Contractor and Contractor's officers and employees (including Subsidized and Unsubsidized 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 required under this Agreement.

Section 22. NOTICES.

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

If to County: Branch Director
HHS Regional Services
Attn: Contracts Unit
1506 Market Street
Redding, CA 96001-1023
Phone: (530) 229-8319
Fax: (530) 225-5245

If to Contractor: Melinda Stephens
Computer Logistics
2001 Market Street
Redding, CA 96001
Phone: (530) 528-2652

- B. Any oral notice authorized by this agreement shall be given to the persons specified in section 22.A. and shall be deemed to be effective immediately.
- C. Unless otherwise stated in this agreement, any written or oral notice on behalf of County as provided for this agreement may be executed and/or exercised by the County Executive Officer.

Section 23. 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 Civil Code section 1654.

Section 24. COMPLIANCE WITH POLITICAL REFORM ACT.

Contractor shall comply with the California Political Reform Act (Government Code sections 81000, et seq.), with all regulations adopted by the Fair Political Practices Commission pursuant

thereto, and with the County's Conflict of Interest Code, with regard to any obligation on the part of Contractor to disclose financial interests and to recuse from influencing any County decision which may affect Contractor's financial interests. If required by the County's Conflict of Interest Code, Contractor shall comply with the ethics training requirements of Government Code section 53234 et seq.

Section 25. PROPERTY TAXES.

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

Section 26. 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 27. COUNTY'S RIGHT TO SETOFF.

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

Section 28. CONFIDENTIALITY.

A. The intent of this Agreement is for Contractor to employ Employee(s) and for County to provide Reimbursement to Contractor, for a specified and defined period of time, for Subsidized Employment of Employee(s) working for Contractor. However, should specific information regarding public social services clients become known to Contractor, the following confidentiality rules shall apply:

- (1) Contractor shall not disclose to any person or entity or to any of its Subsidized Employees, Unsubsidized Employees, volunteers, agents, and officers, the fact that any Employee(s) may be public social services clients, except as otherwise required to effectuate the terms of this Agreement. Should Contractor's Subsidized Employees, Unsubsidized Employees, volunteers, agents, and officers become privy to specific information regarding public social services clients (such as may occur in the administration of this Agreement), Contractor shall comply with, and require such persons to whom specific information regarding public social service clients becomes known, to comply with, the provisions of section 10850 of the Welfare and Institutions Code, and of Division 19 of the State of California Department of Social Services Manual of Policies and Procedures, which provide, in substance, that:

- (a) All applications and records concerning any public social services client obtained, made, or kept by Contractor shall be confidential and shall not be open to examination for any purpose not directly connected to the responsibilities of the Contractor under this Agreement, except as provided by law.
 - (b) No person shall publish or disclose or permit or cause to be published or disclosed any list of persons receiving public social services, except as provided by law.
 - (c) No person shall publish, disclose, use, permit or cause to be published, disclosed, or used, any confidential information pertaining to an applicant for or recipient of public social services, except as provided by law.
 - (2) Should Contractor's Subsidized Employee(s), Unsubsidized Employee(s), volunteers, agents, and officers become privy to specific information regarding public social services clients (such as may occur in the administration of this Agreement), Contractor shall ensure those persons comply with the above provisions, and shall inform those persons who have become privy to the information that any person knowingly and intentionally violating such provisions is guilty of a misdemeanor.
- B. 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 29. USE OF COUNTY PROPERTY.

Contractor shall not use County premises, property (including equipment, instruments, and supplies), or County personnel for any purpose.

[SIGNATURE PAGE FOLLOWS]

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

COUNTY OF SHASTA

Date: _____

ATTEST:

Lawrence G. Lees
Clerk of the Board of Supervisors

By: _____

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

APPROVED AS TO FORM:

RISK MANAGEMENT APPROVAL

RUBIN E. CRUSE, JR.
County Counsel

By: Alan B. Cox 4/20/18
Deputy County Counsel

By: James Johnson 04/23/18
Risk Management Analyst

CONTRACTOR

Date: 4/24/18

M Stephens
Melinda Stephens, Chief Operating Officer
Computer Logistics

Date: 4/24/18

J Moulton
John Moulton, Chief Financial Officer
Computer Logistics

On file
Federal Tax Identification Number

ShastaFACES2 Employer/Employee Statement of Understanding ("SOU")

EMPLOYER	EMPLOYEE

This SOU is entered into by and between the parties named above and Shasta County to provide EMPLOYEE the opportunity to acquire job skills, refine work habits and prepare for economic independence and for EMPLOYER to obtain reimbursement of certain expenses associated with the employment of EMPLOYEE. This SOU may be terminated immediately at the request of any party to this SOU or upon the failure of any party to meet the terms specified below.

- A. The County of Shasta shall:
- a. At its sole discretion, determine eligibility of EMPLOYER and EMPLOYEE to participate in this SOU.
 - b. When applicable, authorize appropriate support services for the EMPLOYEE as required by law through the CalWORKs program during the SOU period.
- B. The EMPLOYER shall:
- a. Agree to employ the EMPLOYEE for a minimum of twenty (20) hours per week.
 - b. Pay the EMPLOYEE the same starting wage and other wage increases as other employees on the EMPLOYER's regular payroll performing similar work who are employed at a minimum of 20 hours per week or higher, provided that such wage is not less than the California State minimum wage. If the EMPLOYEE is to perform work not being performed by other employees, EMPLOYER will pay a starting wage consistent with the local labor market.
 - c. Provide the EMPLOYEE the same terms and conditions of employment as other employees on the EMPLOYER's regular payroll performing similar work who are employed at a minimum of 20 hours per week or higher.
 - d. Provide the EMPLOYEE the same benefits provided to other employees on the EMPLOYER's regular payroll performing similar work who are employed a minimum of 20 hours per week or higher.
 - e. Provide the EMPLOYEE with special clothing or equipment if such is provided by EMPLOYER to other employees on the EMPLOYER'S regular payroll performing similar work who are employed a minimum of 20 hours per week or higher.
 - f. Provide supervision, training and guidance to EMPLOYEE and provide EMPLOYEE with a "mentor" to give on-the-job guidance and answer routine questions.
- C. The EMPLOYEE shall:
- a. Consent to release information pertaining and relevant to the ShastaFACES2 Program participation for the length of the Employer SOU period to EMPLOYER and County representative(s).
 - b. Carry out his or her assignments to the best of his or her ability.
 - c. Inform the EMPLOYER promptly whenever he or she will be absent or tardy for work.
 - d. Accept at least the current California State Minimum Wage per hour for a minimum of twenty (20) hours per week as ShastaFACES2 Program payment.
 - e. Agree that EMPLOYEE will not be an employee of the County of Shasta, will not be compensated by the County of Shasta, and will not have and will not acquire any employment rights or benefits of any kind from the County of Shasta.
- D. TERMS:
- a. Period of Employer SOU: ☐ Initial six-month authorization ☐ Extension 1 ☐ Extension 2
From: _____ To: _____
 - b. Rate of Pay per Hour: _____ Number of Hours per Week: _____
 - c. Location of Worksite: _____ Employee's Position: _____
 - d. Name of Mentor: _____

COUNTY AUTHORIZED AGENT:

Printed Name	Telephone No.	Authorized Signature	Date

EMPLOYER:

Printed Name/Title	Telephone No.	Authorized Signature	Date

EMPLOYEE:

Printed Name	Telephone No.	Authorized Signature	Date

Obligations to existing employees and employment conditions

The availability of a position for an eligible subsidized employment participant (Employee) pursuant to this Agreement may not be created as a result of, or may not result in, any of the following:

1. Displacement of workers in which regular employees are laid off so that their positions can be filled with Employee(s).
2. Partial displacement of workers in which non-overtime hours of regular employees are reduced with Employee(s) absorbing the remaining workload.
3. Impairment of contracts for services in which contracts for services with private business and other organizations are cancelled or not renewed, while Employees are hired to provide the equivalent services.
4. Substitution for existing federally assisted jobs in which Employees fill jobs already supported under other federal programs.
5. Layoffs in which regular employees are laid off while Employees remain working in the same or equivalent position.
6. Rehires in which regular employees are laid off, then rehired under a Subsidized Employment Agreement.
7. A hiring freeze in which Employees work in positions the same as, or the equivalent to, those which are vacant due to a hiring freeze, unless the hiring freeze resulted from lack of funds to sustain staff levels and was not initiated in anticipation of the availability of Participants from the Program.
8. Reduction of customary level of services in which a state, political subdivision of the state, or local educational agency reduces services customarily provided, while granting funds saved from use of this Subsidized Employment Agreement to a private non-profit organization to provide the same services.
9. Positions filled with Employees that would otherwise be promotional opportunities for current employees.
10. Using an Employee to fill a work assignment customarily performed by a worker in a job classification within a recognized collective bargaining unit in that specific work site, or the filling of a work assignment in any bargaining unit in which funded positions are vacant or in which regular employees are on layoffs.
11. A strike, lockout, or other bona fide labor dispute, or violation of any existing collective bargaining agreement between employees and employers.

ShastaFACES2 - Subsidized Employment- Statement of Service for months 1 - 6

Contractor (Employer):		Contractor's Invoice No:	
Billing Address:		Invoice Date:	
Telephone/FAX:		Enter month wages paid:	
Contact Person:		Period Worked (mm/dd/yy-mm/dd/yy)	

EXPENDITURES FOR REIMBURSEMENT**EMPLOYEE WAGES - Please only submit Wages paid during the month indicated above.**

Employee Last Name	Employee First Name	Job Title	Hours Worked	Hourly Wage	Total Wages Paid	Total Wages Eligible (up to \$15 hr)

EMPLOYEE WAGES SUBTOTAL:**TOTAL (100% of Eligible wages)****Certification:**

The undersigned, under penalty of perjury, states that the above claim and the items as therein set out are true and correct; that no part thereof has been paid, and that the amount herein is justly due this claimant. Furthermore, I also certify that I have deducted the value of any personal gain I may have received including, but not limited to, cash back earned on a personal credit card, frequent flyer miles, and room-stay rewards.

Signature:

Date:

Print Name and Title:

Send to:

HHSA - Business & Support Services
PO Box 496005
Redding, CA 96049-6005
ATTN: Accounts Payable

For questions regarding this statement, please contact:

Deborah Officer-Becker (530) 229-8057

Contractor (Employer):		Contractor's Invoice No:	
Billing Address:		Invoice Date:	
Telephone/FAX:		Enter month wages paid:	
Contact Person:		Period Worked (mm/dd/yy-mm/dd/yy)	

EMPLOYEE WAGES - Please only submit Wages paid during the month indicated above.

[illegible]**TOTAL (50% of Eligible wages)**

The undersigned, under penalty of perjury, states that the above claim and the items as therein set out are true and correct; that no part thereof has been paid, and that the amount herein is justly due this claimant. Furthermore, I also certify that I have deducted the value of any personal gain I may have received including, but not limited to, cash back earned on a personal credit card, frequent flyer miles, and room-stay rewards.

Date:

Send to:

For questions regarding this statement, please contact:

Deborah Officer-Becker (530) 229-8057



**ASSURANCE OF COMPLIANCE WITH THE SHASTA COUNTY
HEALTH AND HUMAN SERVICES AGENCY, RESOURCE CENTERS
NONDISCRIMINATION IN STATE
AND FEDERALLY ASSISTED PROGRAMS**

Agreement to Provide Subsidized Employment Reimbursement

COMPUTER LOGISTICS

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; 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; Chapter 7, of Division 5, of Title 1 of the California Government Code, commencing with section 4450; 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); section 1808 of the Interethnic Adoption Provisions of the Small Business Job Protection Act of 1996; 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, marital status, religion, religious creed or political belief, be excluded from participation in or be denied the benefits of, or be otherwise subject to discrimination under, any program or activity receiving federal or state financial assistance; and HEREBY GIVES ASSURANCE to immediately take any measures necessary to effectuate this Assurance of Compliance.

THIS ASSURANCE OF COMPLIANCE is given in consideration of and for the purpose of obtaining any and all federal and state assistance; and CONTRACTOR HEREBY GIVES ASSURANCE THAT administrative methods/procedures which have the effect of subjecting individuals to discrimination or defeating the objectives of Chapter 21-100 of the California Department of Social Services (CDSS) Manual of Policies and Procedures will be prohibited.

BY GIVING THIS ASSURANCE OF COMPLIANCE, Contractor agrees to compile data, maintain records, and submit reports as required, to permit effective enforcement of the aforementioned laws, rules, and regulations and permit authorized CDSS and/or federal government personnel, during normal working hours, to review such records, books, and accounts as needed to ascertain compliance. If there are any violations of this Assurance of Compliance, CDSS shall have the right to invoke fiscal sanctions or other legal remedies in accordance with California Welfare and Institutions Code section 10605, or California Government Code sections 11135 – 11139.5, as amended, or any other laws or regulations, or the issue may be referred to the appropriate federal agency for further compliance action and enforcement of this Assurance of Compliance.

THIS ASSURANCE OF COMPLIANCE is binding on Contractor as long as Contractor is receiving federal or state funding pursuant to the Agreement to which this Assurance of Compliance is attached.

REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS

BOARD MEETING DATE: May 22, 2018

CATEGORY: Consent - Law and Justice-4.

SUBJECT:

Second Amendment to the Agreement with Northern Valley Catholic Social Service, Inc. to provide Counseling Programs and Services

DEPARTMENT: Probation

Supervisory District No. : ALL

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

STAFF REPORT APPROVED BY: Tracie Neal, Chief Probation Officer

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

RECOMMENDATION

Approve and authorize the Chairman to sign an amendment to the agreement with Northern Valley Catholic Social Service, Inc. (NVCSS) to increase the maximum compensation by \$15,000 to \$55,000 for Fiscal Year 2017-18 with a new contract maximum of \$135,000 to provide counseling programs and services, retaining the term of the agreement through June 30, 2016, with two automatic one-year renewals.

SUMMARY

NVCSS was chosen through a competitive procurement process to provide evidence-based and best practice counseling programs and services. This amendment will allow the Probation department to continue to utilize these services until the agreement terminates June 30, 2018.

DISCUSSION

On March 17, 2015, the Probation Department issued a Request for Proposals (RFP) for group and individual counseling programs and services for adult and juvenile offenders referred by Shasta County Probation. Through this process, NVCSS was selected to provide Positive Parenting Program (Triple P), Council on Boys and Young Men, and Girls Circle to offenders.

The first amendment expanded the scope of services to include Project TND, an effective drug prevention program.

At the current rate of spending, the agreement will require an additional \$15,000 in order to fund programming to the end of the current fiscal year. This amendment will allow for the Probation Department to continue to utilize the services that NVCSS provides to the end of the current fiscal year.

Evidence-based and best practice programming is critical to the success of adult and juvenile offenders as they develop into self-disciplined, self-governing individuals who respect themselves, respect others, respect their community, and who are

capable of making decisions that are personally and socially responsible. The programs provided by NVCSS help these individuals achieve these goals. As of the end of March 2018, NVCSS has served 91 individuals through Triple P (15 successfully completed the program), 25 youth through Girls Circle (who completed an average of 9.66 hours of treatment), 53 youth through Council on Boys and Young Men (who completed an average of 7.84 hours of treatment), and 72 youth through Project TND (16 have completed the program). The Probation Department will continue to track referrals and completions of the programs.

ALTERNATIVES

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

OTHER AGENCY INVOLVEMENT

The County Administrative Office has reviewed the recommendation. County Counsel has approved the amendment as to form. There are no modifications to insurance or indemnification; therefore Risk Management review is not applicable.

FINANCING

The Probation Department’s Fiscal Year 2017/18 Adopted Budget includes funds appropriated for this amendment. The amendment is funded with Juvenile Justice, Juvenile Probation, 2011 Public Safety Realignment, and state grant funds. There is no additional General Fund impact associated with this recommendation.

ATTACHMENTS:

Description	Upload Date	Description
2nd Amendment NVCSS Counseling	5/14/2018	2nd Amendment NVCSS Counseling

**SECOND AMENDMENT TO THE AGREEMENT BETWEEN
THE COUNTY OF SHASTA AND NORTHERN VALLEY CATHOLIC SOCIAL
SERVICE, INC. FOR PROVIDING COUNSELING PROGRAMS AND SERVICES**

This Second Amendment is entered into between the County of Shasta ("County"), a political subdivision of the State of California, and Northern Valley Catholic Social Service, Inc., ("Consultant"), a California corporation (collectively, the "Parties" and individually a "Party").

RECITALS

WHEREAS, County and Consultant have previously entered into an agreement on October 13, 2015 for the purpose of providing Counseling Programs and Services ("Agreement"); and

WHEREAS, the original Agreement was amended on October 18, 2016 to change the scope of services to include additional programming and allow the Chief Probation Officer to have limited authority to sign amendments; and

WHEREAS, County and Consultant desire to amend the Agreement to increase the amount compensation payable to Consultant by \$15,000 for Fiscal Year 2017-18 costs to a new maximum compensation of \$55,000, which increases the agreement maximum amount to \$135,000;

NOW, THEREFORE, the Agreement is amended as follows:

I. Paragraph B of Section 3. COMPENSATION. of the Agreement is amended as of the effective date of this Second Amendment to read as follows:

Section 3. COMPENSATION.

B. County shall pay to Consultant a maximum of \$40,000 for Fiscal Year 2015-16, \$40,000 for Fiscal Year 2016-17, and \$55,000 for Fiscal Year 2017-18, for all reasonable and necessary costs in accordance with applicable Circulars of the Office of Management and Budget (“OMB”) of the Executive Office of the President of the United States, for satisfactorily providing services pursuant to this agreement. In no event shall the maximum amount payable under this agreement exceed \$135,000.

II. **REAFFIRMATION**

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

III. **ENTIRE AGREEMENT**

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

IV. **EFFECTIVE DATE**

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

SIGNATURE PAGE FOLLOWS

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

COUNTY OF SHASTA

Date: _____

Les Baugh, Chairman
Board of Supervisors
County of Shasta
State of California

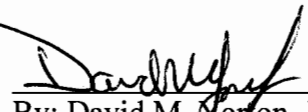
ATTEST:

LAWRENCE G. LEES
Clerk of the Board of Supervisors

By: _____
Deputy


Approved as to form:

RUBIN E. CRUSE, JR
County Counsel

 5/8/18
By: David M. Norton, Jr. Date
Senior Deputy County Counsel

CONSULTANT

Date: 4.30.18



Cathleen E. Wyatt
Executive Director

Tax I.D.#: 20-0984601

REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS

BOARD MEETING DATE: May 22, 2018

CATEGORY: Consent - Law and Justice-5.

SUBJECT:

Agreement with Shasta-Tehama-Trinity Joint Community College District for the Provision of a Case Manager for the STEP-UP Program.

DEPARTMENT: Probation

Supervisory District No. : ALL

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

STAFF REPORT APPROVED BY: Tracie Neal, Chief Probation Officer

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

RECOMMENDATION

Approve and authorize the Chairman to sign a retroactive renewal revenue agreement with the Shasta-Tehama-Trinity Joint Community College District in an amount not to exceed \$59,110 to provide case management services for the Shasta Technical Education Program – Unified Partnership (STEP-UP) Program for the period May 10, 2018 through May 9, 2019.

SUMMARY

Shasta-Tehama-Trinity Joint Community College District received a competitive private grant to expand the STEP-UP program. The grant application included a contracted Case Manager to provide support for STEP-UP students related to program completion and accessing supportive academic and community reentry services. Shasta College requested that Probation continue to partner with them in this grant and provide the case manager.

DISCUSSION

The STEP-UP program serves students in high-quality credit-bearing career technical education and associate degree programs at Shasta College. STEP-UP is a joint effort of Shasta College, Shasta County Sheriff's Office, Shasta County Probation Department, Good News Rescue Mission, and the California Heritage Youth Build Academy.

Administered by Shasta College's Economic and Workforce Development department, STEP-UP students are screened, risk assessed, and referred by local law enforcement or reentry service providers to specific Shasta College credit bearing programs. Each of the partners are able to identify and refer participants who are appropriate for the program. The Good News Rescue Mission provides a four-month college preparedness course to all participants prior to enrollment into college and counsels, tutors and assists participants in obtaining their GED or diploma. The Sheriff's Department and Probation work directly with adult offenders throughout the time they are in the program to ensure attendance and success. Shasta College provides participants with counseling services, assistance with financial aid appointments and forms, and meal cards.

In January 2016, Shasta College, with the support of several community partners including Probation, applied for a

competitive grant to expand the STEP-UP program. Initially, the program supported one cohort of 25 students annually and included associate degrees and career technical education certificate programs in heavy equipment operations, automotive technology, and office administration. In March 2016, the grant was awarded. With the grant funds, the STEP-UP program was expanded to include additional associate degrees and career technical education certificate programs in welding, business administration, and fire technology. The program also expanded to include two cohorts of 25 students annually (50 students total); one cohort in the spring semester, and one cohort in the fall semester. The grant also included the addition of a Probation Assistant to provide case management for the participants.

The program quickly showed positive results. As the program gained momentum during implementation completion rates have steadily increased. Of the students enrolled in the program, 49% completed one year of study in 14/15. This number increased to 60% in 15/16 and increased further to 74% in 16/17. In addition to high completion rates, the students enrolled in the Spring 2017 semester earned an average GPA of 3.41 (with a cumulative GPA of 3.27). Four students earned their program certificates at the completion of the Spring 2017 semester and five students earned their program certificates at the completion of the Fall 2017 semester. An additional 26 students are on track to complete at the completion of the Spring 2018 semester.

This agreement is retroactive to allow the department time to gather additional data and outcome information about this program.

ALTERNATIVES

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

OTHER AGENCY INVOLVEMENT

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

FINANCING

The Probation Department’s FY 2017/18 Adopted Budget and FY 2018/19 Requested Budget include sufficient expenditure authority for the Probation Assistant position. There is no additional General Fund impact associated with this recommendation.

ATTACHMENTS:

Description	Upload Date	Description
STEP-UP Case Manager 17-18 Agreement	4/30/2018	STEP-UP Case Manager 17-18 Agreement

PERSONAL SERVICES AGREEMENT

**PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF SHASTA AND
THE SHASTA-TEHAMA-TRINITY JOINT COMMUNITY COLLEGE DISTRICT FOR
THE PROVISION OF A CASE MANAGER FOR THE STEP-UP PROGRAM**

This agreement is entered into between the County of Shasta, through its Probation Department, a political subdivision of the State of California ("County") and Shasta-Tehama-Trinity Joint Community College District ("Shasta College") for the purpose of providing case management services for the Shasta-Tehama Education Program – Unified Partnership ("STEP-UP") Program (collectively, the "Parties" and individually a "Party").

Section 1. RESPONSIBILITIES OF COUNTY.

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

- A. Provide individual and group case management services to all STEP-UP students, up to a maximum of 50 students at any given time, by providing a Case Manager. The responsibilities of the Case Manager shall include:
 - 1. Interfacing with Shasta College programs, law enforcement, and community support services to build pathways between incarceration, college, and supportive reentry services.
 - 2. Meeting with STEP-UP students individually and as a cohort on a monthly basis.
 - 3. Communicating and facilitating STEP-UP student participation in needed supportive services, such as: academic tutoring, soft skills workshops, cohort study groups, summer/winter bridge programs, and achievement celebrations.
 - 4. Assisting STEP-UP students in mitigating barriers such as accessing transportation, housing, food, and addiction recovery services.
 - 5. Working closely with Shasta College's Program Manager to interface and build relationships with campus staff and faculty to ensure a seamless continuum of services for STEP-UP students.
- B. Determine appropriate schedule for the Case Manager.

Section 2. RESPONSIBILITIES OF SHASTA COLLEGE.

Pursuant to the terms and conditions of this agreement, Shasta College shall compensate County as prescribed in sections 3 and 4 of this agreement.

Section 3. COMPENSATION.

- A. County shall be reimbursed up to \$59,110 for actual costs of salary and benefits for the Case Manager described in Section 1.
- B. Shasta College shall pay to County a maximum of \$59,110 for all reasonable and necessary costs in accordance with applicable Circulars of the Office of Management and Budget ("OMB") of the Executive Office of the President of the United States, for satisfactorily providing services pursuant to this agreement. In no event shall the maximum amount payable under this agreement exceed \$59,110.

Section 4. BILLING AND PAYMENT.

County shall submit to Shasta College quarterly by the 15th of the month following the last month of the quarter of services prescribed in Section 1, an itemized statement or invoice of services rendered. Shasta College shall make payment within 20 days of receipt of County's correct and approved statement or invoice. For the purposes of effectuating payment of compensation, this provision shall survive the termination or expiration of this agreement.

Section 5. TERM OF AGREEMENT.

This agreement shall commence as of May 10, 2018 and shall end May 9, 2019. Notwithstanding the foregoing, County shall not be obligated for providing its responsibilities hereunder for any future County fiscal year unless or until County's Board of Supervisors appropriates funds for the County's responsibilities in this agreement in the County's budget for that County fiscal year. In the event that funds are not appropriated for this agreement, then this agreement shall end as of June 30 of the last County fiscal year for which funds for the County's responsibilities in this agreement were appropriated. For the purposes of this agreement, the County fiscal year commences on July 1 and ends on June 30 of the following year. County shall notify Shasta College in writing of such non-appropriation at the earliest possible date.

Section 6. TERMINATION OF AGREEMENT.

- A. If either Party materially fails to perform either Parties' responsibilities under this agreement to the satisfaction of either Party, or if either Party fails to fulfill in a timely and professional manner its obligations under this agreement, or if either Party violates any of the terms or provisions of this agreement, then the Party not in breach of the agreement shall have the right to terminate this agreement for cause effective immediately upon giving written notice to the Party in breach of the agreement. If termination for cause is given by County to Shasta College and it is later determined that Shasta College was not in default or the default was excusable, then the notice of termination shall be deemed to have been given without cause pursuant to paragraph B of this section.
- B. Either Party may terminate this agreement without cause on 30 days' written

notice. Shasta College shall pay County for all work satisfactorily completed prior to the effective date of termination.

- C. Shasta College may terminate this agreement immediately upon oral notice should funding cease or be materially decreased during the term of this agreement. In such event, Shasta College shall pay County for all work satisfactorily completed prior to the effective date of termination.
- D. County's right to terminate this agreement may be exercised by its Chief Probation Officer.

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

Section 8. NONASSIGNMENT OF AGREEMENT; NON-WAIVER.

Shasta College 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.

Both Parties shall, during the entire term of this agreement, be construed to be independent contractors, and nothing in this agreement is intended nor shall be construed to create an employer-employee relationship, a joint venture relationship, or to allow

either Party to exercise discretion or control over the professional manner in which the other Party performs the work or services that are the subject matter of this agreement.

Section 10. INDEMNIFICATION.

Each party shall defend, indemnify, and hold the other party, its officials, officers, employees, agents, and volunteers, harmless from and against any and all liability, loss, expense (including reasonable attorney's fees), or claims for injury or damage arising out of the performance of this agreement, but only in proportion to and to the extent such liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damage are caused by or result from the negligent or intentional acts or omissions of the indemnifying party, its officials, officers, employees, agents, or volunteers.

Section 11. INSURANCE COVERAGE.

Shasta College and County shall each secure and maintain in full force and effect during the full term of this agreement commercial general liability and workers' compensation insurance or participation in a self-insurance program, including coverage for owned and non-owned automobiles with limits of liability of not less than \$1 million combined single limit bodily injury and property damage. Policies shall be written by carriers reasonably satisfactory to each party. On request, a certificate evidencing the insurance requirements of this paragraph shall be provided.

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

- A. If any claim for damages is filed with Shasta College or if any lawsuit is instituted concerning Shasta College's performance under this agreement and that in any way, directly or indirectly, contingently or otherwise, affects or might reasonably affect County, Shasta College 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. Shasta College shall observe and comply with all applicable present and future federal laws, state laws, and local laws, codes, rules regulations, and/or orders that relate to the work or services to be provided pursuant to this agreement.
- B. Shasta College shall not discriminate in employment practices or in the delivery of services on the basis of race, color, creed, religion, national origin, sex, age, marital status, sexual orientation, medical condition (including cancer, HIV, and

AIDS) physical or mental disability, use of family care leave under either the Family & Medical Leave Act or the California Family Rights Act, or on the basis of any other status or conduct protected by law.

- C. Shasta College represents that Shasta College is in compliance with and agrees that Shasta College shall continue to comply with the Americans with Disabilities Act of 1990 (42 U.S.C. sections 12101, *et seq.*), the Fair Employment and Housing Act (Government Code sections 12900, *et seq.*), and regulations and guidelines issued pursuant thereto.
- D. No funds or compensation received by County under this agreement shall be used by County for sectarian worship, instruction, or proselytization. No funds or compensation received by County under this agreement shall be used to provide direct, immediate, or substantial support to any religious activity.

Section 14. LICENSES AND PERMITS.

Shasta College, and Shasta College'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 15. PERFORMANCE STANDARDS.

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

Section 16. CONFLICTS OF INTEREST.

Shasta College and Shasta College'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 17. NOTICES.

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

If to County: Shasta County Probation Department
Tracie Neal, Chief Probation Officer
2684 Radio Lane
Redding, CA 96001

If to Shasta College: Shasta-Tehama-Trinity Joint Community College District
Joe Wyse, Superintendent/President
P.O. Box 496006
Redding, CA 96049

- B. Any oral notice authorized by this agreement shall be given to the persons specified in Section 17.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 18. 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 19. COMPLIANCE WITH POLITICAL REFORM ACT.

Shasta College 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 Shasta College to disclose financial interests and to recuse from influencing any County decision which may affect Shasta College's financial interests. If required by the County's Conflict of Interest Code, Shasta College shall comply with the ethics training requirements of Government Code sections 53234, *et seq.*

Section 20. PROPERTY TAXES.

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

Section 21. 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 22. 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 23. USE OF COUNTY PROPERTY.

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

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, County and Shasta College 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: David M. Yerton, Jr. Date
Senior Deputy County Counsel

RISK MANAGEMENT APPROVAL

By, James Johnson Date
Risk Management Analyst III

SHASTA COLLEGE

Date: 4/16/18

Morris Rodrigue
Assistant Superintendent
Vice President of Administrative Services
Shasta-Tehama-Trinity Joint Community College District

REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS

BOARD MEETING DATE: May 22, 2018

CATEGORY: Consent - Public Works-6.

SUBJECT:

Deschutes Road Widening Project – Permission to Advertise

DEPARTMENT: Public Works

Supervisory District No. : 5

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

STAFF REPORT APPROVED BY: Pat Minturn, Public Works Director

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

RECOMMENDATION

Take the following actions regarding the “Deschutes Road (2H01B) Widening Project – Phase 1,” Contract No. 702982: (1) Find the project categorically exempt in conformance with the California Environmental Quality Act (CEQA) Guidelines Section 15302, Class 2-Replacement and Reconstruction of Existing Structures and Facilities; (2) approve plans and specifications and direct the Public Works Director to advertise for bids, contingent upon Caltrans authorizing release of construction programming; and (3) authorize opening of bids on or after June 21, 2018, at 11 a.m.

SUMMARY

The Deschutes Road Widening Project is ready to bid.

DISCUSSION

The County is preparing to widen the paved shoulders along a 3.2 mile long section of Deschutes Road from Balls Ferry Road to Beatie Road. Minor alterations to existing highways and facilities are categorically exempt from the California Environmental Quality Act (CEQA).

ALTERNATIVES

The Board may decline to make the CEQA findings or advertise for bids at this time. These steps are necessary to construct the project.

OTHER AGENCY INVOLVEMENT

Caltrans oversees project funding. County Counsel has approved the specifications as to form. Risk Management has reviewed and approved the specifications. The County Administrative Office has reviewed this recommendation.

FINANCING

The total cost of this project is estimated to be \$1,900,000. Federal funds will cover \$1,500,000. Adequate funds have been included in the Proposed 2018/19 Road Fund budget. There is no General Fund impact.

REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS

BOARD MEETING DATE: May 22, 2018

CATEGORY: Consent - Public Works-7.

SUBJECT:

Gas Point Road Widening – Permission to Advertise

DEPARTMENT: Public Works

Supervisory District No. : 5

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

STAFF REPORT APPROVED BY: Pat Minturn, Public Works Director

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

RECOMMENDATION

Take the following actions regarding the “Gas Point Road Widening Project,” Contract No. 702976: (1) Approve the plans and specifications and direct the Public Works Director to advertise for bids, contingent upon Caltrans authorizing release of construction programming; and (2) authorize the opening of bids on or after June 21, 2018, at 11 a.m.

SUMMARY

The Gas Point Road Widening Project is ready to begin the bidding process.

DISCUSSION

The County is preparing to widen Gas Point Road from Stonegate Drive to Charles Street. A two-way left turn lane and shoulders will be installed to reduce crash frequency and severity. The turn lane will also improve the level of service for this portion of Gas Point Road.

ALTERNATIVES

The Board may decline to initiate the work at this time. The existing road conditions would remain.

OTHER AGENCY INVOLVEMENT

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

FINANCING

The total project cost estimate is \$1,800,000. Federal funds will cover \$1,270,000. Adequate funds are included in the

Adopted FY 2017/18 Roads budget. There is no General Fund impact.

REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS

BOARD MEETING DATE: May 22, 2018

CATEGORY: Consent - Public Works-8.

SUBJECT:

Shady Lane Speed Limit

DEPARTMENT: Public Works

Supervisory District No. : 5

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

STAFF REPORT APPROVED BY: Pat Minturn, Public Works Director

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

RECOMMENDATION

Introduce and waive the reading of An Ordinance of the Board of Supervisors of the County of Shasta Amending Ordinance No. 408 of Shasta County Entitled “An Ordinance Placing Speed Restriction on Motor Vehicle Travel over Certain Streets and Portions Thereof,” by Amending Section II Thereof establishing the following speed restriction: 30 miles per hour (mph) on Shady Lane (2H050) from Anderson city limits to the end of Shady Lane 0.47 miles south of Anderson city limits.

SUMMARY

A 30 mph speed limit is proposed along Shady Lane.

DISCUSSION

Shady Lane is a half-mile-long rural residential road near Anderson. The prima facie speed limit is 55 mph. An Engineering and Traffic Study (attached) has determined that the 85th percentile speed is 30 mph. California Vehicle Code Section 22358 allows local authorities to set speed limits by ordinance based on Engineering and Traffic Studies. A 30 mph speed limit is recommended.

ALTERNATIVES

The Board may decline to introduce an ordinance at this time. The prima facie speed limit would remain.

OTHER AGENCY INVOLVEMENT

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

FINANCING

Adequate funds to manage the County road system are included in the Adopted 2017/18 Road Fund budget. There is no General Fund impact.

ATTACHMENTS:

Description	Upload Date	Description
Engineering and Traffic Study	5/8/2018	Engineering and Traffic Study
Ordinance No. 408- (Shady Lane)	5/17/2018	Ordinance No. 408- (Shady Lane)



COUNTY OF SHASTA
DEPARTMENT OF PUBLIC WORKS

1855 PLACER STREET, REDDING, CA 96001-1759
P: (530) 225-5661 F: (530) 225-5667 WWW.CO.SHASTA.CA.US

Engineering and Traffic Survey
of
Shady Lane

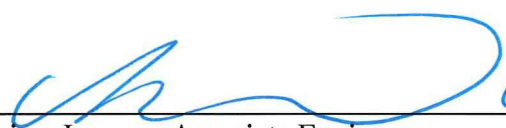
Survey Date: 4/24/2018
7-year Expiration: 4/24/2025

For the determination of safe and reasonable speed zoning as required by Sections 22358 and 40802 of the California Vehicle Code (CVC), as defined by Section 627 of the CVC and in accordance with Section 2B.13 of the California Manual on Uniform Traffic Control Devices, this Engineering and Traffic Survey (E&TS) was initiated to verify or modify speed zones on Shady Lane.

Based on the results of this E&TS and adoption of Ordinance Number 408-213 by the Shasta County Board of Supervisors, the following speed zone on Shady Lane is established:

30 miles per hour (mph) on Shady Lane (2H050) from Anderson city limits to 0.47 miles South of Anderson city limits.

In accordance with California Vehicle Code and Ordinance 408-213, appropriate signs giving notice of the above speed zoning shall be placed and the stated speed limit(s) shall be effective upon the placement of such signs.


Moises Lozano, Associate Engineer
Road Design and Administration

05.04.2018




Patrick J. Minturn
Public Works Director



COUNTY OF SHASTA DEPARTMENT OF PUBLIC WORKS

ENGINEERING & TRAFFIC SURVEY

Shady Lane

SPEED ZONE BOUNDARY

Anderson City Limit to 0.47 mi. S/o Anderson City Limit

ROADSIDE CONDITIONS

Land Use District	Rural
Pedestrian Use	Few
Percent Sidewalks	0%
Bike Lane or Bike Route	No
Driveways Present	Yes

ROADWAY GEOMETRY

Roadway Segment Length, Ft	3025
Number of Thru Lanes	2
Width, Ft	20
Median Type	Unstriped Centerline
Horizontal Alignment	Straight
Vertical Alignment	Flat

TRAFFIC CONDITIONS

Average Daily Traffic (ADT)	280
Collisions in the Last 5 Years	0
Collision Rate, per Million Vehicles	None
County-Wide Average Rate, Per/MV	1.21
10 mph Pace Range, mph	16.7 – 26.7
Vehicles Within Pace, %	68.1
Median Speed (50%), mph	23.7
Existing Posted Speed, mph	None
Prevailing Speed (85%), mph	29.5
Nearest 5-mph Increment, mph	30

5-MPH REDUCTION OPTION per CA-MUTCD 2B. 13 Option 1

Conditions that justify a 5-mph reduction below the nearest 5-mph increment of the prevailing speed:

Traffic Study	
Safety of Pedestrians	
Safety of Cyclists	
Residential Density	Density not met
5-mph Reduction Recommended	none

ROUNDING DOWN OPTION PER CVC 21400 (b)

Where the nearest 5 mph increment would require rounding up from the prevailing speed, the posted speed limit may be rounded down from the prevailing speed, with no further reduction for any reason.

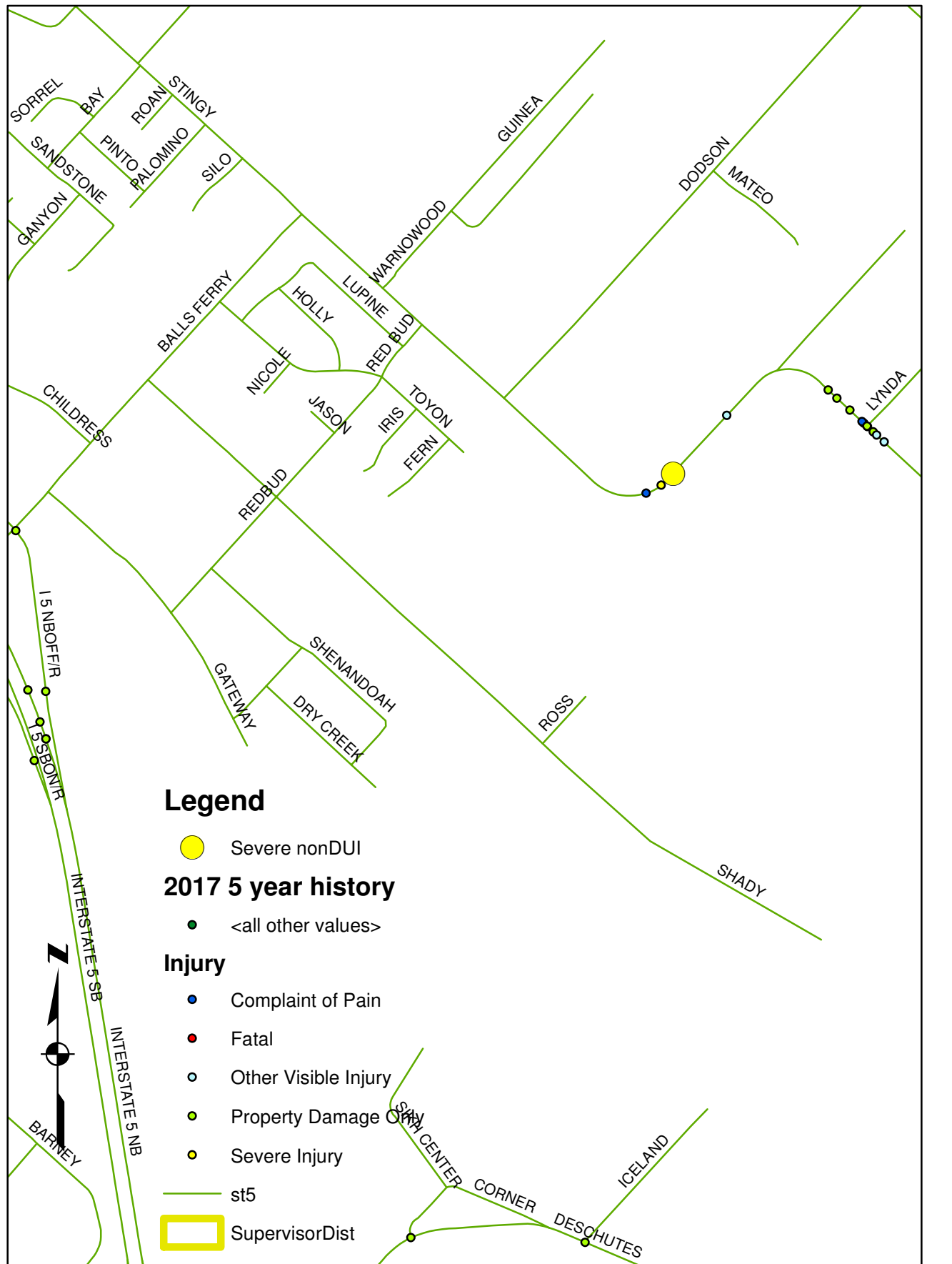
Rounding Down Recommended	
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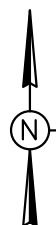
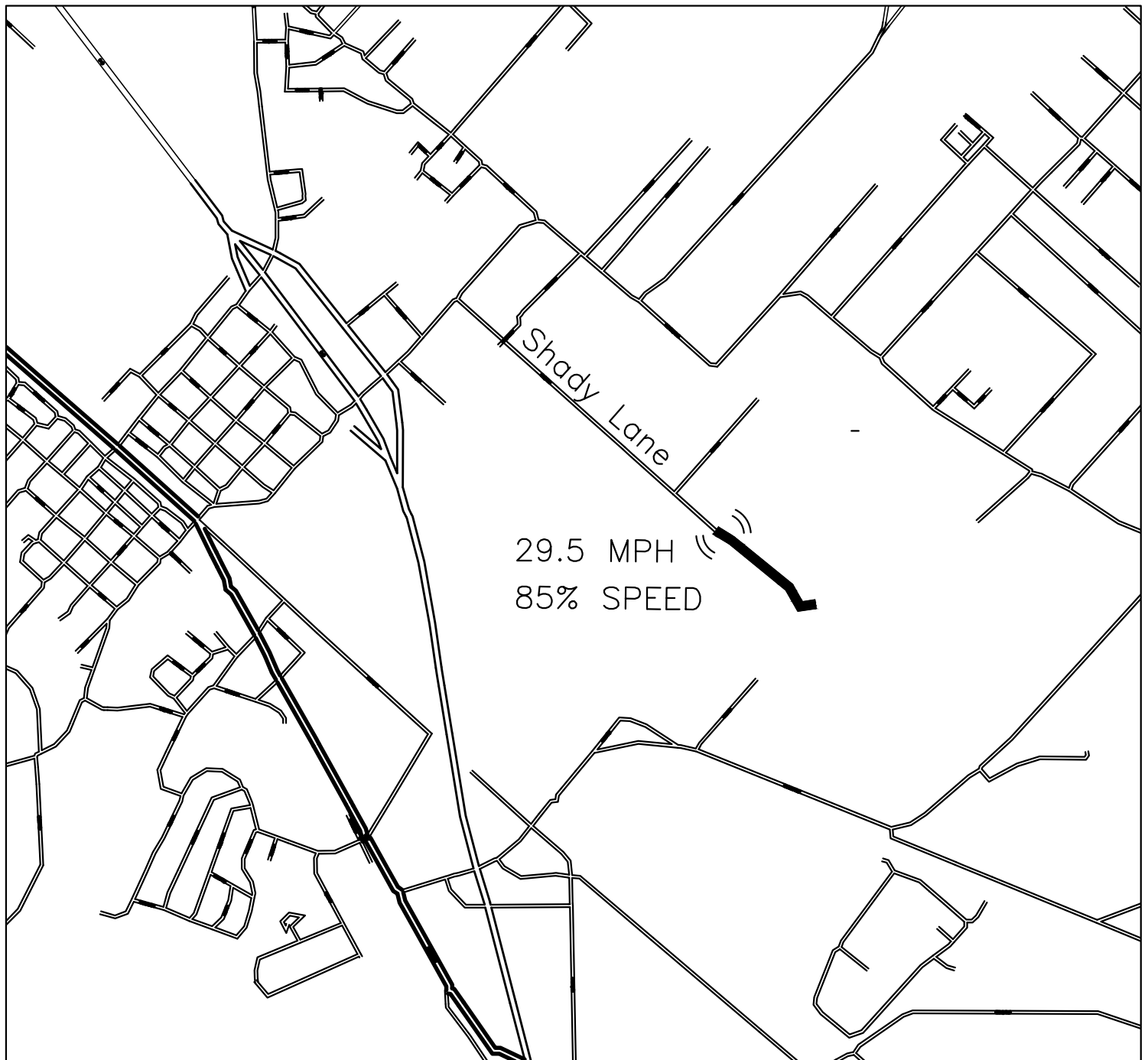
RECOMMENDATION

POST SPEED LIMIT	30
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24 Hour Speed

Combined Channels																		
mph		0 -	15 -	20 -	25 -	30 -	35 -	40 -	45 -	50 -	55 -	60 -	65 -	70 -				
	Total	< 15	< 20	< 25	< 30	< 35	< 40	< 45	< 50	< 55	< 60	< 65	< 70	< 200		Avg.		
1:00 PM	14	0	1	9	2	1	1	0	0	0	0	0	0	0		25.1		
2:00 PM	22	0	4	11	5	1	1	0	0	0	0	0	0	0		23.4		
3:00 PM	23	1	4	11	4	3	0	0	0	0	0	0	0	0		23.7		
4:00 PM	28	1	6	12	6	3	0	0	0	0	0	0	0	0		23.6		
5:00 PM	21	0	3	5	8	4	1	0	0	0	0	0	0	0		26.7		
6:00 PM	22	0	7	7	6	2	0	0	0	0	0	0	0	0		23.6		
7:00 PM	11	4	1	2	3	1	0	0	0	0	0	0	0	0		20.7		
8:00 PM	9	0	5	2	1	1	0	0	0	0	0	0	0	0		21.8		
9:00 PM	12	1	1	4	3	2	1	0	0	0	0	0	0	0		24.6		
10:00 PM	2	0	0	1	1	0	0	0	0	0	0	0	0	0		25.7		
11:00 PM	1	0	0	1	0	0	0	0	0	0	0	0	0	0		23.8		
4/25/2018																		
12:00 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0		-		
1:00 AM	1	0	0	0	1	0	0	0	0	0	0	0	0	0		28.4		
2:00 AM	2	0	2	0	0	0	0	0	0	0	0	0	0	0		17.1		
3:00 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0		-		
4:00 AM	2	0	0	0	1	1	0	0	0	0	0	0	0	0		28.9		
5:00 AM	1	0	0	0	1	0	0	0	0	0	0	0	0	0		26.1		
6:00 AM	5	0	1	1	3	0	0	0	0	0	0	0	0	0		24.4		
7:00 AM	12	1	2	6	3	0	0	0	0	0	0	0	0	0		21.9		
8:00 AM	12	1	5	4	1	0	1	0	0	0	0	0	0	0		21.0		
9:00 AM	16	0	3	7	5	1	0	0	0	0	0	0	0	0		23.6		
Total	216	9	45	83	54	20	5	0	0	0	0	0	0	0		23.7		
%		4.2	20.8	38.4	25.0	9.3	2.3	0.0	0.0	0.0	0.0	0.0	0.0	0.0				
Average (Mean)		23.7 mph		Minimum 12.1 mph		Maximum 37.3 mph		Pace Range 16.7 - 26.7 mph									147 vehicles (68.1 %)	
Percentile Speeds			<u>10%</u>	<u>15%</u>	<u>50%</u>	<u>85%</u>	<u>90%</u>											
(mph)			17.1	18.0	23.7	29.5	30.7											
Speeds Exceeded			<u>25 mph</u>	<u>35 mph</u>	<u>45 mph</u>	<u>55 mph</u>	<u>65 mph</u>	<u>75 mph</u>										
			36.6 % (79)	2.3 % (5)	0 % (0)	0 % (0)	0 % (0)	0 % (0)										





Limits of Survey 

Location of
Speed Count 

SHASTA COUNTY DEPARTMENT OF PUBLIC WORKS

Shady Lane
Engineering & Traffic Survey
Anderson C/L to 0.47 mi south

ORDINANCE NO. 408-

**AN ORDINANCE OF THE BOARD OF SUPERVISORS
OF THE COUNTY OF SHASTA
AMENDING ORDINANCE NO. 408 OF SHASTA COUNTY
ENTITLED "AN ORDINANCE PLACING SPEED RESTRICTION ON MOTOR
VEHICLE TRAVEL OVER CERTAIN STREETS AND PORTIONS THEREOF,"
BY AMENDING SECTION II THEREOF**

The Board of Supervisors of the County of Shasta, State of California, ordains as follows:

1. Section II of Ordinance No. 408, which prescribes speed limits for certain highways and streets and portions thereof, is amended by the addition of the following speed restriction:

30 miles per hour (mph) on Shady Lane (2H050) from Anderson city limits to the end of Shady Lane 0.47 miles south of Anderson city limits.

2. All ordinances and parts of ordinances in conflict herewith are repealed.

3. This ordinance shall be in full force and effect thirty (30) days after its passage. The Clerk shall cause this ordinance to be published as required by law.

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 22, 2018

CATEGORY: Consent - Public Works-9.

SUBJECT:

StreetSaver Software

DEPARTMENT: Public Works

Supervisory District No. : All

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

STAFF REPORT APPROVED BY: Pat Minturn, Public Works Director

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

RECOMMENDATION

Take the following actions regarding the “2017 Pavement Management System,” Contract No. 701604: (1) Approve and authorize the Public Works Director to enter into an agreement with the Metropolitan Transportation Commission in the amount of \$10,680 to provide technical support for database setup and first-year subscription of the StreetSaver software; (2) authorize the Public Works Director, or his/her designee, to accept the StreetSaver standard End User License Agreement; and (3) authorize the Public Works Director, or his/her designee, to renew the StreetSaver software subscription annually in an amount not to exceed \$5,000 per year.

SUMMARY

A software agreement with Metropolitan Transportation Commission (MTC) is proposed to manage the County’s pavement inventory.

DISCUSSION

Road pavements are a major County asset and expense. On September 12, 2017, the County entered into an agreement with Nichols Consulting Engineers, Chtd. (NCE) for a County-wide Pavement Management System (PMS). The product characterizes pavement condition and provides design guidance. NCE has evaluated the County road network and set up the PMS database. A StreetSaver software subscription with MTC will be required for continued use.

ALTERNATIVES

The Board may decline to enter into the proposed agreement. StreetSaver software is essential to the PMS.

OTHER AGENCY INVOLVEMENT

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

FINANCING

Adequate funds to implement the PMS have been included in the Proposed 2018/19 Roads budget. There is no General Fund impact.

ATTACHMENTS:

Description	Upload Date	Description
StreetSaver Technical Support Services Agreement	5/9/2018	StreetSaver Technical Support Services Agreement
StreetSaver End User License Agreement	5/9/2018	StreetSaver End User License Agreement



StreetSaver® Technical Support Services Agreement

This Agreement is between the Metropolitan Transportation Commission ("MTC") and the agency or entity contracting to receive StreetSaver® technical support services (the "Services"), as specified in the signature block below ("the Subscriber").

A. ELIGIBILITY

To be eligible to enter into this Agreement, Subscriber must have a valid license to the StreetSaver® Software, as set forth on MTC's website (www.streetsaveronline.com).

B. TECHNICAL SUPPORT SERVICES

In consideration of Subscriber's payment of the fees described in Article D below and its compliance with the other terms and conditions of this Agreement, MTC agrees to provide to Subscriber the Services described below. Such Services shall be provided by a third party under contract with MTC ("MTC Contractor"). Subscriber shall check and initial the Services below:

(1) ☐ Initialed: Subscriber: _____

(a) Standard Support.

- i. Software Support. During normal business hours (8:00 am. to 5:00 p.m. Pacific Time, holidays excepted) MTC Contractor shall provide Subscriber by telephone, fax number and e-mail with technical assistance regarding the Licensed Software, its functionality, database, operations, utilities and supporting documentation, subject to the limitation on liability set forth in Article G. Standard support does not include assistance with Microsoft® SQL Server database, Subscriber's GIS base map integration and third party GIS applications, database conversion, and services set forth in Article B(2).
- ii. Software Updates. MTC makes available to all StreetSaver® Software licensees each minor and major functional release of the StreetSaver® Software intended to replace a prior Software release that MTC makes generally available without additional charge. Maintenance releases are provided as needed in response to licensee inquiries.
- iii. Bug Fixes. MTC shall exercise commercially reasonable efforts to correct any reproducible malfunction of the Software reported to MTC Contractor by a StreetSaver® Software licensee that prevents the Software from performing in accordance with the operating specifications described in the then current documentation.

(2) ☒ Initialed: Subscriber: _____

(a) Custom Support.

MTC shall provide Subscribers with Services tailored to Subscriber's needs. Scope of work may include database conversion and audit, asset management implementation, data collection, performing investment analysis, on-site software training and presentation, developing performance curves, custom programming, and other Services as specified by Subscriber.

B. CONDITIONS OF SERVICE

MTC reserves the right to change the Services at any time, effective as of the commencement of any renewal period.

C. TERM AND TERMINATION

(1) Term.

- i. Standard Support. The Standard Support shall be provided for a term of one (1) year on the date payment for the Services and a signed hard copy of this Agreement is received by MTC and shall be extended automatically for one (1) year period, provided timely payment is received by MTC, unless terminated by either party as provided herein.
- ii. Custom Support. The Custom Support will expire upon completion of the scope of work.

(2) Termination.

- i. Standard Support. Subscriber may terminate the Services at any time by giving MTC thirty (30) days prior notice, provided however, that if Subscriber terminates the Services in the middle of an annual Term, Subscriber is not entitled to a refund for the period in which the Services are not used. Either party may terminate the Services if the other party breaches any material term or condition of the Services terms and conditions and the breach is not remedied within thirty (30) days after receiving written notice of the breach.
- ii. Custom Support. Subscriber may terminate the Services for convenience or default. Upon receipt of notice of termination, MTC shall stop work immediately. MTC will be reimbursed for costs incurred for incomplete deliverables up to the time of termination, not to exceed the amount payable for such deliverables.

D. FEES AND PAYMENT

(1) Fees.

- i. Standard Support. The standard fee for the first year of the Services for any licensed StreetSaver® Software is specified on the Web site (<http://www.streetsaveronline.com/>). For additional Software licensed after Subscriber's initial order for which Services are purchased, the term of the Services for such additional Software will be modified and the fee pro-rated to coincide with the original period of Service, so that the terms shall coincide.
- ii. Custom Support. The fees will be based on the scope of work agreed to by Subscriber as described in Attachment A, Order Acknowledgment, attached hereto and incorporated herein by this reference.

(2) Payment.

- i. Standard Support. MTC shall submit the first invoice upon receipt of a signed copy of this Services Agreement from Subscriber. MTC shall invoice Subscriber at least thirty (30) days in advance of the expiration of the Term to allow Subscriber to renew the Agreement. Fees are payable in advance and due within net 30 days from receipt of MTC's correct invoice or for ongoing Services, prior to expiration of the Term.
- ii. Custom Support. MTC shall submit invoices for services rendered on a monthly basis, and final invoice upon completion of work.

E. EXCLUSIONS

MTC shall have no obligation to support:

- (1) Software modified without MTC's written consent;
- (2) Use of the Software other than in accordance with the documentation;
- (3) Software installed on any computer hardware or in combination with other software, except as specified in the documentation.

F. SERVICES NOT INCLUDED

Unless included in Custom Support specified in Attachment A, the Services do not include any of the following:

- (1) custom programming services;
- (2) on-site support, including installation of hardware or software;
- (3) support of any software not covered by a valid StreetSaver license agreement;
- (4) on-site training; or
- (5) out-of-pocket and reasonable expenses, including hardware and related supplies.

G. LIMITATION OF LIABILITY

TO THE EXTENT ALLOWED BY LAW, MTC MAKES NO WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, WITH RESPECT TO THE SERVICES, INCLUDING WITHOUT LIMITATION REGARDING ACCURACY OR AVAILABILITY. TO THE EXTENT ALLOWED BY LAW, IN NO EVENT WILL MTC BE LIABLE FOR DIRECT, INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE USE OR INABILITY TO USE THE SERVICES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

No MTC agent or employee is authorized to make any modification or addition to this limitation of liability.

H. GENERAL

This Agreement constitutes the entire agreement of the Parties with respect to matters set forth in this Agreement and supersedes any prior or contemporaneous understanding or agreement, oral or written, with respect to such matters. The headings in this Agreement are included principally for convenience and shall not by themselves affect the construction or interpretation of any provision in this Agreement, nor affect any of the rights or obligations of you or MTC. If any provision of this Agreement is deemed invalid or unenforceable, that provision will be reformed and construed consistently with applicable law as nearly as possible to reflect the original intentions of this Agreement; and in any event, the remaining provisions of this Agreement will remain in full force and effect.

This Agreement is governed by the laws of the State of California, without reference to any choice-of-law principles. Any action, proceeding, or complaint filed or instituted by any you or MTC to enforce any provision of this Agreement must be brought exclusively in the state courts in the County of Alameda, California or in the United States District Court for Northern District of California; and you and MTC each consent to personal jurisdiction in California.

Should you have any questions concerning this Agreement, you may contact MTC by writing to:

Metropolitan Transportation Commission
375 Beale Street, Suite 800
San Francisco, CA 94105
Attn: StreetSaver® Program Manager
E-mail: pavement@mtc.ca.gov

The undersigned Subscriber agrees to the terms and conditions of this Agreement. A signed hard copy of the Agreement, mailed to MTC at the address set forth above, shall constitute a binding contract between MTC and the Subscriber.

Print Firm or Agency Name: County of Shasta
Print Name and Title of Authorizing Official:
Date:

Attachment A



Metropolitan Transportation
Commission
375 Beale Street
San Francisco, CA 94105-2066
ATTN: Mr. Sui Tan, stan@bayareametro.gov

3-5-2018

Order Acknowledgment

Fax: 415-536-9800
Phone: 510-400-8428

Purchase Order # _____

Bill To:	Ship To:
William Miller	
	Shasta County
Shasta County PWD	
1855 Placer Street	
Redding, CA 96001	
E-mail: wmiller@co.shasta.ca.us	E-mail:
Phone No.:	Phone No.

QTY	DESCRIPTION	UNIT PRICE	AMOUNT
1	Technical Support Service – Pavement Management Conversion & Setup (County of Shasta)		\$10,680.00

The terms and conditions of this Order Acknowledgement are incorporated into and form a part of the StreetSaver Technical Support Services Agreement. MTC will provide services to Subscriber as listed below.

Item 1: Technical Service Plan – Data Conversion - \$7,180 (one time)

- 1) Convert approximately 1,068 centerline miles and about 2,870 sections of paved roads from Subscriber furnished GIS Centerline shapefiles/Excel file. Setup a new SQL Server database:
 - a) Pavement section data (This conversion will convert street segment basic information such street name, begin/end locations, length, width, functional class, surface type)
 - b) Develop routine to capture Begin/End locations based on the raw shapefiles/Excel. MTC can't guarantee the correct orientation of the Begin and End locations, and will populate them as is.
 - c) For section attributes that are not readily available in the GIS Centerline base map, MTC will substitute with generic data upon consultation with Subscriber/Consultant.
- 2) Provide a test server of the converted database for user's verification and acceptance

However, this quote does not include:

- 1) Set up decision trees
- 2) Set up treatment unit costs
- 3) Unless specified by user, all other irrelevant data in the database for StreetSaver will not be converted.

Upon notification that the test server is ready, Subscriber will have two (2) weeks to review and accept their new database. Upon acceptance, the database will become active and Subscriber will be provided with login credentials. After that, any modification to the database will require a subsequent technical service plan.

Item 2: StreetSaver Annual Subscription - \$3,500/year

The annual subscription fee for the Subscriber is based on network size of approximately 2,870 sections.

Attachment A

3-5-2018

	SUBTOTAL	\$10,680.00
(Applicable for California Agencies only – use your County's Sale Tax) SALES TAX (8.00%)		0.00
SHIPPING & HANDLING		0.00
TOTAL		\$10,680.00


Please email the completed Order Form along with a check made payable to **Metropolitan Transportation Commission**, or include a Purchase Order Number (applicable for public agencies) with your order. For credit card payments, an invoice will be sent with a link to PayPal for payment. You may also fax the completed form to MTC at 415-536-9800. If you have any questions, please call 510-400-8428.

APPROVAL: _____ **Date:** _____
 (Authorized Signature)

RISK MANAGEMENT APPROVAL

BY:  04/13/18
 James Johnson
 Risk Management Analyst

APPROVED AS TO FORM:

 4/13/18
 DAVID M. YORTON, JR.
 Senior Deputy County Counsel

IT Approved:

 4-20-2018
 Thomas Schreiber, CIO

You must read and accept our End User License Agreement before proceeding to register.

Subscriber Agreement for StreetSaver® Online (MTC Pavement Management Software (as a Service))

This Agreement governs your access to and use of any and all StreetSaver® Online services (the "Services") accessible through the StreetSaver® Web site (www.streetsaver.com) and any associated remote connections (including without limitation through Remote Desktop for Microsoft Windows). Accessing or using the Services in any manner means that you accept the terms of this Agreement.

A. GRANT OF LICENSE AND USE RIGHTS

Subject to the terms of this Agreement, the Metropolitan Transportation Commission ("MTC") grants you the nonexclusive, nontransferable license to access and use the Services—without the rights to sublicense or in any way transfer such rights or to engage in any type of resale of the Services or the output of the Services to any third party who has not also paid for a license to the Services. You agree not to make any use of the Services not expressly permitted under this Agreement. You further agree not to modify or remove the MTC logo located in the footer of any displayed or printed reports or other displayed or printed output generated by use of the Services.

B. AUTHORIZED USERS AND SCOPE

Your license to access and use the Services is conditioned on current payment of the applicable subscription fees described in Article F of this Agreement. Your access to and use of the Services will be through the use of a unique username and password; and you are solely responsible for safeguarding this information and any effects of not safeguarding this information. You may authorize your employees to access the Services by means of your username and password. You may not in any way loan, rent, or in any way share your username or password with any other person, outside of your agency or organization; consultants or independent contractors using the Services on behalf of your agency or organization are required to enter into this agreement on their own behalf. MTC reserves the right in its sole and absolute discretion to disable access and use through your username or password—temporarily to address any security or other technical issues or temporarily or permanently relating to your or your organization's breach of this agreement.

C. OWNERSHIP AND CONFIDENTIALITY

You acknowledge and understand that the Services are provided through the StreetSaver® Pavement Management Software (the "Software"). You acknowledge and agree that the Software is the valuable property of MTC, the Association of Oregon Counties, and Marion County, Oregon, which jointly own any copyright, trade secret, patent and other proprietary rights in the Software. You acknowledge and agree that the Software constitutes confidential, proprietary information, unauthorized dissemination of which (including without limitation disassembly or reverse-engineering) could cause irreparable harm to MTC, Association of Oregon Counties, and Marion County, Oregon. You agree not to access or download any copy of the Software or to reverse-engineer,

decompile, or disassemble the Software through the use of the Services or otherwise. You agree to notify MTC immediately of the existence of circumstances surrounding any unauthorized access to, copying of, downloading of, reverse-engineering, decompilation, or disassembly of the Software or any part thereof by any person or entity through the use of the Services or otherwise. As between you and MTC, you own all right, title and interest in and to the data developed by the Software.

D. INDEMNIFICATION

You agree to indemnify, defend, and hold MTC, the Association of Oregon Counties, and Marion County, Oregon, their directors, commissioners, officers, employees and agents harmless from any and all losses, costs, claims, judgments, damages, liabilities, law suits, demands, or expenses arising out of or derived in any way, either directly or indirectly, from your use of the Services or from your breach of this Agreement.

E. TERM AND TERMINATION

1. **Term.** The Services shall be provided for a term of one (1) year from the delivery date of an e-mail notification of your login credentials and shall be extended in one (1) year increments, subject to payment of the applicable subscription fees, unless terminated by either party as provided herein. For additional Software licensed after your initial order, the one (1) year term shall commence upon the delivery date of your login credentials for such order.
2. **Termination.** You may terminate the Services at the end of the term by giving written notice to MTC at least fifteen (15) days prior to the end of any such term. In the event of early termination, for whatever reasons, you will not be entitled to a pro-rata refund from MTC for the period for which the Services are not used. MTC may suspend or cancel the Services if you fail to make payment pursuant to Article F below. Either party may terminate the Services if the other party breaches any material term or condition of the Services terms and conditions and the breach is not remedied within thirty (30) days after receiving written notice of the breach. In the event the Agreement is terminated, the Services will also terminate automatically.
3. **Furnishing of Data.** Upon request by you made within thirty (30) days after termination for reasons other than your breach of the Agreement, MTC will make available to you for download a file of the data in MTC's custody generated by your use of the Services in Microsoft SQL Server format. After such period, MTC shall have no obligation to maintain or provide any of such data and shall thereafter delete all such data in MTC systems or otherwise in MTC's possession or control, unless legally barred from doing so.

F. FEES AND PAYMENT

1. **Fees.** The subscription fees for the Services and other fees referenced in this Agreement are specified on the Website (www.mtcpms.org) at the "Products" link.

For clarity, the subscription fees are solely in consideration for your access to and use of the Services, which includes the online access to and use of the MTC Pavement Management Software as well as the corollary data or technical-support services (if any) currently being offered with the StreetSaver® Online services (with the corollary services being offered at any given time being described on the Website). Additional fees may apply for data migration, support, maintenance, or any other services outside the scope of MTC's applicable development and maintenance agreement, which may be charged separately, including those available under MTC's StreetSaver® Software Services Agreement.

2. **Payment.** Following the initial term, the Services fees will be billed on an annual basis, payable in advance and due within net 30 days from receipt of MTC's invoice.
3. **Lapse of Coverage.** In the event that your license of the Services lapses and your Services are discontinued by MTC as a result of either termination by you for any reason or by MTC for non-payment of the subscription fee, you may reactivate the Services within ninety (90) days of the end of the term by making payment for the current annual period, dating from the end of the previous term.

If you wish to reactivate the Services more than ninety (90) days after the term ends, you may be subject to a reinstatement fee as specified on the Website. In addition, you may be subject to a database conversion fee should MTC determine that the archived database or database to be imported is not compatible with the current version of the licensed Software at the time of renewal. The new term will begin on the delivery date of an MTC e-mail notification of your login credentials and continue for one year, as specified in Article E(1).

G. RETENTION OF RIGHTS

MTC retains all rights not expressly granted. Nothing in this Agreement constitutes a waiver of MTC's rights under the U.S. copyright laws or any other Federal or State of California statutes.

H. DISCLAIMERS OF WARRANTIES; LIMITATION OF LIABILITY

TO THE EXTENT ALLOWED BY LAW, MTC MAKES NO WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, WITH RESPECT TO THE SERVICES (OR THE SOFTWARE), INCLUDING WITHOUT LIMITATION REGARDING NON-INFRINGEMENT OR THE QUALITY, ACCURACY, PERFORMANCE, SECURITY, UPTIME, AVAILABILITY, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OF THE SERVICES (OR THE SOFTWARE). AS A RESULT,

THE SERVICES ARE PROVIDED "AS IS" AND YOU ARE ASSUMING THE ENTIRE RISK RELATING IN ANY WAY TO USE OF THE SERVICES.

TO THE EXTENT ALLOWED BY LAW, IN NO EVENT WILL MTC BE LIABLE FOR DIRECT, INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE USE OR INABILITY OR FAILURE TO USE THE SERVICES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, INCLUDING BUT NOT LIMITED TO LIABILITY FOR ANY PROGRAM OR DATA STORED OR USED WITH THE SERVICES, INCLUDING THE COSTS OF RECOVERING SUCH PROGRAMS OR DATA.

ACCORDINGLY, AND WITHOUT LIMITATION TO THE GENERALITY OF THE FOREGOING, YOU SPECIFICALLY ACKNOWLEDGE AND AGREE THAT MTC BEARS NO RESPONSIBILITY OR LIABILITY FOR: ANY TAMPERING WITH THE SERVICES; ANY MANIPULATION OF DATABASES UNDERLYING OR USED BY THE SERVICES (OR THE SOFTWARE); YOUR USE OF ANY SOFTWARE PROVIDED BY ANY THIRD PARTY TO BE USED IN CONJUNCTION WITH THE SERVICES; AND THE INTERACTION, OPERATION, OR LACK OF OPERATION OF THE SERVICES WITH OR IN YOUR PARTICULAR COMPUTER ENVIRONMENT AND ANY OTHER SOFTWARE OR HARDWARE YOU MAY BE USING.

YOUR EXCLUSIVE REMEDY AND MTC'S ENTIRE LIABILITY ARISING FROM OR OUT OF THIS AGREEMENT SHALL BE, AT MTC'S OPTION, THE REPAIR OF THE FUNCTIONALITY OF THE SERVICES OR A REFUND OF PART OR ALL OF THE SUBSCRIPTION FEES PAID BY YOU OR YOUR ORGANIZATION DURING THE PREVIOUS YEAR.

No MTC agent or employee is authorized to make any modification or addition to this warranty.

I. GENERAL

This Agreement constitutes the entire agreement of the Parties with respect to matters set forth in this Agreement and supersedes any prior or contemporaneous understanding or agreement, oral or written, with respect to such matters. The headings in this Agreement are included principally for convenience and shall not by themselves affect the construction or interpretation of any provision in this Agreement, nor affect any of the rights or obligations of you or MTC. If any provision of this Agreement is deemed invalid or unenforceable, that provision will be reformed and construed consistently with applicable law as nearly as possible to reflect the original intentions of this Agreement; and in any event, the remaining provisions of this Agreement will remain in full force and effect.

This Agreement is governed by the laws of the State of California, without reference to

any choice-of-law principles. Any action, proceeding, or complaint filed or instituted by any you or MTC to enforce any provision of this Agreement must be brought exclusively in the state courts in the County of Alameda, California or in the United States District Court for Northern District of California; and you and MTC each consent to personal jurisdiction in California.

Should you have any questions concerning this Agreement, you may contact MTC by writing to:

Metropolitan Transportation Commission
375 Beale Street, Suite 800
San Francisco, CA 94105
Attn: StreetSaver® Program Manager
E-mail: pavement@mtc.ca.gov

REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS

BOARD MEETING DATE: May 22, 2018

CATEGORY: Consent - Resource Management-10.

SUBJECT:

First amendment to agreement between Shasta County and Kimley-Horn and Associates, Inc., to prepare environmental documents for the Tierra Robles Planned Development Project

DEPARTMENT: Resource Management
Planning Division

Supervisory District No. : Districts 3 and 4

DEPARTMENT CONTACT: Richard W. Simon, Director of Resource Management, (530) 225-5114

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

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

RECOMMENDATION

Approve and authorize the Chairman to sign an amendment effective date of signing to the agreement with Kimley-Horn and Associates, Inc., to prepare environmental documents for the Tierra Robles Planned Development Project, which: (1) Increases maximum compensation by \$34,740 (for a new total not to exceed \$284,001); (2) specifies the number of meetings with staff and attendance at Planning Commission and Board of Supervisors meetings; and (3) extends the term of the agreement from June 30, 2018 to June 30, 2019, or until the Final Environmental Impact Report is certified and the County accepts the Final Mitigation Monitoring and Reporting Program, whichever occurs first.

SUMMARY

An amendment to the original agreement increasing compensation, specifying the need to attend meetings and adjusting the term of the agreement is necessary to allow the consultant to complete the environmental documents for the project.

DISCUSSION

A substantially larger than expected number of comments were received by the County on the Tierra Robles Planned Development Project Draft EIR, requiring the Consultant to spend an additional 90 staff hours and 70 management hours than originally budgeted to complete the responses and prepare the Final EIR. The first amendment (1) increases maximum compensation by \$34,740 (from \$249,261 to \$284,001), (2) specifies that the Consultant shall participate in six additional meetings with County staff in preparing responses to comments and the Final Environmental Impact Report (EIR) and shall attend up to two meetings each before the Planning Commission and the Board of Supervisors, and (3) extends the term of the agreement to June 30, 2019, or until the Final EIR is certified and the Count accepts the Final Mitigation Monitoring and Reporting Program, whichever occurs first.

ALTERNATIVES

The Board could decline to approve the first amendment which would trigger the need to renegotiate the agreement and provide direction to staff as to how to complete the required environmental documents for the project.

OTHER AGENCY INVOLVEMENT

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

FINANCING

The increase in compensation will be paid by the applicant pursuant to the existing funding agreement between Shasta County and Shasta Red, LLC, to provide funding for the preparation of environmental documents for the Tierra Robles Project signed on November 3, 2015. There is no additional General Fund impact.

ATTACHMENTS:

Description	Upload Date	Description
First Amendment	5/11/2018	First Amendment

**FIRST AMENDMENT TO THE AGREEMENT BETWEEN
THE COUNTY OF SHASTA AND KIMLEY-HORN AND ASSOCIATES, INC.,
FOR THE PURPOSE OF PREPARING ENVIRONMENTAL DOCUMENTS
FOR THE TIERRA ROBLES PROJECT**

This first Amendment is entered into between the County of Shasta ("County"), a political subdivision of the State of California, and Kimley-Horn and Associates, Inc., a North Carolina Corporation ("Consultant").

RECITALS

WHEREAS, County and Consultant have previously entered into an agreement on November 3, 2015, for the purpose of preparing environmental documents for the Tierra Robles project (the "Agreement"); and

WHEREAS, County and Consultant desire to amend the Agreement to increase compensation for the services to be provided by \$34,740 (from \$249,261 to \$284,001); and

WHEREAS, County and Consultant desire to modify the term of the agreement; and

WHEREAS, County and Consultant desire to amend the agreement to add additional services to be provided by Consultant.

NOW, THEREFORE, the Agreement is amended as follows:

I. Section 3, "Compensation" is amended to read in its entirety as follows:

3. COMPENSATION

Consultant shall be paid an amount not to exceed \$284,001, for services prescribed in this agreement and in accordance with the provisions of ATTACHMENT C. In no event shall compensation to Consultant exceed the amounts deposited or paid by Applicant pursuant to the Applicant Contract.

II. Section 5, "Term of Agreement" is amended to read in its entirety as follows:

5. TERM OF AGREEMENT

This agreement shall commence as of the date it has been signed by Consultant and County, and shall end upon: (1) certification of the Final EIR and acceptance by County of the Final MMRP, or (2) June 30, 2019, whichever first occurs.

- III. Task 5.2, "Meeting Attendance" of Attachment A Proposal, is amended to read in its entirety as follows:

Task 5.2 Meeting Attendance

Consultant shall participate in meetings with County staff, which meetings may include affected jurisdictions, agencies, organizations and others as County determines appropriate and necessary, as well as attendance and participation in meetings and public hearings before the Planning Commission and Board of Supervisors as follows:

- Four (4) meetings with County staff before April 24, 2018.
- Up to six (6) meetings with County staff after April 24, 2018.
- Up to two (2) meetings/hearings before the Planning Commission and up to Two (2) meetings/hearings before the Board of Supervisors during review of the EIR with presentations as necessary, as determined by County.

IV. **REAFFIRMATION**

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

V. **ENTIRE AGREEMENT**

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

VI. **EFFECTIVE DATE**

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

SIGNATURE PAGE FOLLOWS

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

COUNTY OF SHASTA

Date: _____

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

ATTEST:

LAWRENCE G. LEES
Clerk of the Board of Supervisors

By: _____
Deputy

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

RISK MANAGEMENT APPROVAL

By: James R. Ross 5/8/18
ASST. County Counsel

By: [Signature] 05/08/18

CONSULTANT
Kimley-Horn and Associates, Inc.,
A North Carolina Corporation
Federal Tax ID # 56-0885615 KHAC
03

Date: MAY 3, 2018

By: Anthony Podgornik PE 67749
Anthony Podgornik, VICE PRESIDENT

Date: MAY 03, 2018

By: [Signature]
Paul A. Klein, Assistant Secretary

REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS

BOARD MEETING DATE: May 22, 2018

CATEGORY: Regular - Public Works-3.

SUBJECT:

Jail Recreation Yard & Shower Improvements – Permission to Advertise

DEPARTMENT: Public Works
Sheriff

Supervisory District No. : All

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

STAFF REPORT APPROVED BY: Pat Minturn, Public Works Director; Tom Bosenko, Sheriff-Coroner

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

RECOMMENDATION

Take the following actions regarding the “Jail Recreation Yard & Shower Improvement Project,” Contract No. 610485: (1) Find the project categorically exempt in conformance with the California Environmental Quality Act (CEQA) Section 15301, Class 1–Existing Facilities; (2) designate the Public Works Director as the County’s agent to sign and approve plans and specifications prepared, provided the plans and specifications are substantially similar to the draft Contract Book for the Shasta County Jail Recreation Yard & Shower Improvement Project; (3) direct the Public Works Director to advertise for bids; and (4) authorize opening of bids on or after July 12, 2018, at 11 a.m.

SUMMARY

A construction project is proposed to increase Jail capacity.

DISCUSSION

Shasta County Jail capacity is currently limited to 381 beds. Capacity may be increased to 441 beds with approval from the California Board of State and Community Corrections (BSCC). Modifications to recreation yards, showers and related facilities will be required. On May 1, 2018, Nichols, Melburg & Rossetto AIA & Associates, Inc. completed draft plans. The Sheriff’s Office submitted them to BSCC for review. BSCC approval will likely be forthcoming subject to minor revisions. It is recommended that the Board initiate the bidding process subject to BSCC approval.

ALTERNATIVES

The Board may elect to wait for BSCC approval. The project would be delayed by several weeks.

OTHER AGENCY INVOLVEMENT

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

documents. The recommendation has been reviewed by the County Administrative Office.

FINANCING

The total estimated cost for the Jail Recreation Yard & Shower Improvement Project is \$1,300,000. Appropriations of \$1,300,000 are included in the Proposed FY 2018/19 LB&I budget. There is no additional General Fund impact with the recommended action.