



SHASTA COUNTY

BOARD OF SUPERVISORS

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

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

AGENDA

REGULAR MEETING OF THE BOARD OF SUPERVISORS

Tuesday, July 24, 2018, 9:00 AM

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

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

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

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

CALL TO ORDER

Invocation: Pastor Brian Cummins, Trinity Lutheran Church

Pledge of Allegiance: Supervisor Moty

REGULAR CALENDAR

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

PRESENTATIONS

R 1 Presentation

Take the following actions: (1) Receive a biennial report from County Health Officer Dr. Andrew Deckert on the Blood-Borne Disease Prevention Project (Clean Needle and Syringe Exchange Project); and (2) receive comments from stakeholders and the public.

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 Auditor-Controller

Approve and authorize the Chairman to sign the County claims list in the amount of \$24, as submitted.

No Additional General Fund Impact

Simple Majority Vote

C 2 Clerk of the Board

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

- No General Fund Impact** **Simple Majority Vote**
- C 3 **County Clerk/Registrar of Voters**
- Declare elected those persons and results of measures based on the certified results of the June 5, 2018 Statewide Direct Primary Election.
- No Additional General Fund Impact** **Simple Majority Vote**
- C 4 **Support Services-Personnel**
- Adopt a resolution which appoints Dr. Karen C. Ramstrom as the Shasta County Health Officer – Extra Help effective July 24, 2018 and establishes Dr. Ramstrom’s compensation at the D-Step salary range (\$96.792 per hour/ \$16,777 per month) for the position of Health Officer – Extra Help.
- No Additional General Fund Impact** **Simple Majority Vote**
- C 5 **Support Services-Personnel**
- Adopt a Salary Resolution, effective August 5, 2018, which amends the Shasta County Position Allocation List to delete 1.0 Full Time Equivalent (FTE) Office Assistant III and add 1.0 FTE Staff Services Analyst I/II in the Community Action Agency budget.
- No Additional General Fund Impact** **Simple Majority Vote**

HEALTH AND HUMAN SERVICES

- C 6 **Health and Human Services Agency-Adult Services**
- Approve and authorize the Chairman to sign a retroactive renewal agreement with Northern Valley Catholic Social Service, Inc., in an amount not to exceed \$81,000 to provide case management services for the New Path Housing Program for the period July 1, 2018 through June 30, 2021.
- No General Fund Impact** **Simple Majority Vote**
- C 7 **Health and Human Services Agency-Adult Services**
- Approve and authorize the Chairman to sign a retroactive renewal agreement with The Sail House, Inc. in an amount not to exceed \$600,000 to provide enhanced residential care home services for the period July 1, 2018 through June 30, 2021.
- No Additional General Fund Impact** **Simple Majority Vote**
- C 8 **Health and Human Services Agency-Business and Support Services**
- Approve and authorize: (1) The Chairman to sign the following documents related to Fiscal Year (FY) 2017-18 Intergovernmental Transfer (IGT) revenue: (a) an agreement with the California Department of Health Care Services (DHCS) pursuant to sections 14164 and 14301.4 of the Welfare and Institutions Code (WIC) for the transfer in an amount not to exceed \$3,070,675, to be used as local matching funds to enable Partnership HealthPlan of California (PHC) to obtain Medi-Cal managed care rate increases for the period July 1, 2017 through

December 31, 2020, including the transfer in an estimated amount not to exceed \$614,135 for a 20 percent assessment fee to reimburse DHCS for administrative costs associated with the operation of the IGT program; and (b) a retroactive amendment, effective July 1, 2017, to the agreement with PHC allowing PHC to retain three percent administrative fee for the FY 2017-18 IGT and for payment of Medi-Cal managed care rate increases by PHC and payable to the Shasta County Health and Human Services Agency (HHSa) to support the local safety net through improved behavioral health services, care coordination, oral health services, and/or access to specialty care for Medi-Cal beneficiaries and other underserved populations, for the period July 1, 2017 through June 30, 2020; and (2) approve and authorize the HHSa Director, or his/her designated Branch Director, to sign amendments and other documents, including retroactive, with DHCS and PHC to facilitate the transfer of the FY 2017-18 IGT revenue so long as they do not result in substantial or functional change to the original intent of the agreement(s) and otherwise comply with Administrative Policy 6-101, *Shasta County Contracts Manual*.

No Additional General Fund Impact Simple Majority Vote

C 9 Health and Human Services Agency-Public Health

Approve and authorize the Chairman to sign an amendment, effective date of signing, to the agreement with Stericycle, Inc. to provide medical waste disposal services to increase the maximum compensation by \$40,000 (from \$40,000 to \$80,000 during the entire term of the agreement), and retain the term July 1, 2016 through June 30, 2019.

No Additional General Fund Impact Simple Majority Vote

C 10 Health and Human Services Agency-Regional Services

Adopt a resolution which: (1) Approves the Health and Human Services Agency (HHSa) – Regional Services Branch to submit and the HHSa Director, Donnell Ewert, or the Regional Services Branch Director, Melissa Janulewicz, to sign the Emergency Solutions Grant application, and other application documents, including retroactive, in the amount of \$200,000 to provide Homeless Prevention and Rapid Rehousing assistance to homeless individuals and families in Shasta County for the period March 1, 2019 through July 31, 2021; and (2) approves and authorizes the Chairman of the Board of Supervisors or the Vice Chairman of the Board of Supervisors to sign the grant agreement, any subsequent amendments, and any other documents related to the agreement, including retroactive, provided that they comply with Administrative Policy 6-101, *Shasta County Contracts Manual*.

No Additional General Fund Impact Simple Majority Vote

LAW AND JUSTICE

C 11 Probation

Approve and authorize the Chairman to sign an agreement with HOPE City Redding in an amount not to exceed \$139,642 to provide the juvenile crime

prevention project, HOPE City HUB for the period of one year from date of signing with two one-year optional renewals.

No Additional General Fund Impact

Simple Majority Vote

C 12 Sheriff

Approve and authorize the Chairman to sign the following one-year Operating Plan for Cooperating Agency Personnel on CAL FIRE Incident Management Teams retroactive revenue agreements, effective July 10, 2018, including Exhibit A General Responsibilities of a Law Liaison and the Contractor Certification Clauses for Services with CAL FIRE to reimburse costs associated with County employees participating in emergency events: (1) For Lt. Anthony Bertain: (a) supersedes the Operating Plan entered into on December 11, 2017; and (b) in an amount not to exceed \$150,000; and (2) for Lt. Thomas Campbell in an amount not to exceed \$150,000.

No Additional General Fund Impact

Simple Majority Vote

C 13 Sheriff

Adopt a resolution which declares the termination of the June 24, 2018 proclamation of a local emergency for the Creek Fire, subject to Government Code 8630 (d) review requirements.

No Additional General Fund Impact

Simple Majority Vote

PUBLIC WORKS

C 14 Public Works

County Service Area No. 3-Castella Water

On behalf of County Service Area (CSA) No. 3-Castella Water, approve and authorize the Chairman to sign a contract with the Shasta County Water Agency in an amount not to exceed \$450 per acre-foot (for up to 77 acre-feet of water per year) to recover Central Valley Project operating and construction costs with Water Agency overhead for the period date of signing through February 28, 2045.

No General Fund Impact

Simple Majority Vote

C 15 Public Works

County Service Area No. 6-Jones Valley Water

On behalf of County Service Area (CSA) No. 6-Jones Valley Water, approve and authorize the Chairman to sign a contract with the Shasta County Water Agency in an amount not to exceed \$450 per acre-foot (for up to 306.6 acre-feet of water per year) to recover Central Valley Project operating and construction costs with Water Agency overhead for the period date of signing through February 28, 2045.

No General Fund Impact

Simple Majority Vote

C 16 Public Works

County Service Area No. 23-Crag View

On behalf of County Service Area (CSA) No. 23-Crag View Water, approve and authorize the Chairman to sign a contract with the Shasta County Water Agency in an amount not to exceed \$450 per acre-foot (for up to 119 acre-feet of water per year) to recover Central Valley Project operating and construction costs with Water Agency overhead for the period date of signing through February 28, 2045.

No General Fund Impact

Simple Majority Vote

C 17 Public Works

County Service Area No. 25-Keswick Water

On behalf of County Service Area (CSA) No. 25-Keswick Water, approve and authorize the Chairman to sign a contract with the Shasta County Water Agency in an amount not to exceed \$450 per acre-foot (for up to 500 acre-feet of water per year) to recover Central Valley Project operating and construction costs with Water Agency overhead for the period date of signing through February 28, 2045.

No General Fund Impact

Simple Majority Vote

C 18 Public Works

Award to the lowest responsive and responsible bidder, Sunrise Excavating, on a unit cost basis, the contract for the "Gas Point Road Widening Project," Contract No. 702976, in the amount of \$856,806.60.

No General Fund Impact

Simple Majority Vote

C 19 Public Works

Take the following actions regarding the "West Central Landfill Gas Collection and Control System Expansion - 2018," Contract No. 207515: (1) Find the project categorically exempt in conformance with the California Environmental Quality Act (CEQA) Guidelines Section 15301, Class 1-Existing Facilities; (2) approve plans and specifications and direct the Public Works Director to advertise for bids; and (3) authorize opening of bids on or after August 23, 2018, at 11 a.m.

No General Fund Impact

Simple Majority Vote

RESOURCE MANAGEMENT

C 20 Environmental Health Division

Approve and authorize the Chairman to sign an agreement with Clean Harbors Environmental Services, Inc. in an amount not to exceed \$290,000 to provide assistance in conducting temporary household hazardous waste collection events for a period of two years from the date of signing, with two automatic one-year renewals.

No General Fund Impact

Simple Majority Vote

OTHER DEPARTMENTS

C 21 County Service Area No. 1-County Fire

Approve and authorize: (1) The Chairman to sign: (a) a retroactive renewal multi-agency Letter of Understanding (LOU) of the Shasta Cascade Regional Hazardous Materials Team in the amount of \$6,717 per fiscal year (with increases/decreases based on census reports) to provide technical services at the scene of hazardous materials incidents for the period July 1, 2017 through June 30, 2022, with one five-year option to renew; and (b) a retroactive renewal agreement with City of Redding in an amount not to exceed \$40,000 per fiscal year to provide a Shasta Cascade Hazardous Materials Response Team Operations Director for the period July 1, 2017 through June 30, 2018, with one automatic one-year renewal; and (2) the Shasta County Fire Warden to sign minor amendments, including retroactive, as long as they do not result in a substantial or functional change to the original intent of the LOU and otherwise comply with Administrative Policy 6-101, *Shasta County Contracts Manual*.

No Additional General Fund Impact

Simple Majority Vote

OTHER AGENCIES

SPECIAL DISTRICTS/OTHER AGENCIES CONSENT CALENDAR

The Shasta County Board of Supervisors will recess and reconvene as the Shasta County Water Agency.

SDC 1 Water Agency

Approve and authorize the Chairman to sign contracts to recover Central Valley Project operating and construction costs with Water Agency overhead for the period date of signing through February 28, 2045: (1) For Project Water with: (a) County Service Area (CSA) No. 6-Jones Valley Water; and (b) CSA No. 25-Keswick Water; and (2) For Replacement Water with: (a) CSA No. 3-Castella Water; (b) CSA No. 23-Crag View Water; (c) California Kamloops, Incorporated; and (d) French Gulch-Whiskeytown School District.

No General Fund Impact

Simple Majority Vote

The Shasta County Water Agency adjourn and reconvene as the Shasta County In-Home Supportive Services (IHSS) Public Authority Governing Board.

SDC 2 In-Home Supportive Services-Public Authority

Approve and authorize the Chairman to sign the In-Home Supportive Services - Public Authority Rate Modification Application and Cover Letter for submission to the California Department of Social Services to approve the In-Home Supportive Services provider hourly rate to \$13.09 (comprised of hourly minimum wage \$11.00, locally negotiated wage supplement \$0.50 effective November 1, 2017, locally negotiated wage supplement \$0.10 effective October 1, 2018, administrative cost \$0.13, and employer paid payroll taxes \$1.36) effective October 1, 2018.

No Additional General Fund Impact

Simple Majority Vote

The Shasta County IHSS Public Authority Governing Board will adjourn and reconvene as the Shasta County Board of Supervisors.

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

Simple Majority Vote

R 3 Administrative Office

Take the following actions regarding a Public Safety Special Tax: (1) Receive an update from the County Executive Officer regarding a special tax to support public safety costs; (2) confirm inclusion of a Public Safety Special Tax on the November 6, 2018 General Election ballot; (3) review the text of a proposed ordinance and submission of the question to the voters of an ordinance to adopt a special transactions and use (sales) tax in an amount not to exceed one-half percent (0.5%) to be used for funding County jail facilities and law enforcement services in the unincorporated area of the County of Shasta; and (4) consider providing direction to staff.

No Additional General Fund Impact

Simple Majority Vote

R 4 Administrative Office

(1) Receive Fiscal Year (FY) 2017-18 Shasta County Grand Jury Reports entitled "Community Corrections Partnership - AB 109 Funds" and "Shasta County Jail: Funding and Capacity;" (2) Review proposed responses to Shasta County Grand Jury reports entitled "Community Corrections Partnership - AB 109 Funds" and "Shasta County Jail: Funding and Capacity" and receive input from the Board of Supervisors; and (3) Authorize the Chairman to sign the proposed responses to the FY 2017-18 Shasta County Grand Jury Reports entitled "Community Corrections Partnership - AB 109 Funds" and "Shasta County Jail: Funding and Capacity."

No General Fund Impact

Simple Majority Vote

PUBLIC WORKS

**R 5 Public Works
Sheriff**

Take the following actions for the "Jail Recreation Yard & Shower Improvement Project," Contract No. 610485: (1) Award to the lowest responsive and responsible bidder, Walker Construction Co., on a lump sum basis, the contract in the amount of \$1,055,000; (2) approve a budget amendment increasing appropriations and revenue by \$300,000 in the Land, Buildings and Improvements

budget; (3) approve a budget amendment increasing appropriations and revenue by \$300,000 in the Jail budget; and (4) approve a budget amendment increasing appropriations by \$300,000 in the Accumulated Capital Outlay budget offset by use of assigned fund balance.

No Additional General Fund Impact 4/5 Vote

RESOURCE MANAGEMENT

R 6 Planning Division

Conduct a public workshop to receive an update from Planning Division staff; and accept public input on the revised draft Shasta County 2014-2019 Housing Element.

No Additional General Fund Impact No Vote

CLOSED SESSION ANNOUNCEMENT

R 7 The Board of Supervisors will recess to a Closed Session to discuss the following items (Est. 20 minutes):

CONFERENCE WITH LEGAL COUNSEL -- EXISTING LITIGATION (2 cases)
(Government Code section 54956.9, subdivision (d), paragraph (1))

Name of cases: *Benjamin Randolph Wood v. Jack McCormick, et al*
Rose Mary Pahl v. Shasta County Sheriff, et al.

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:
07/31/2018	9:00 a.m.	Board of Supervisors Special Meeting	Board Chambers
08/07/2018	9:00 a.m.	Board of Supervisors Meeting Canceled	Board Chambers
08/09/2018	2:00 p.m.	Planning Commission Meeting	Board Chambers
08/14/2018	8:30 a.m.	Air Pollution Control Board Meeting	Board Chambers
08/14/2018	9:00 a.m.	Board of Supervisors Meeting	Board Chambers

08/21/2018

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: July 24, 2018

CATEGORY: PRESENTATIONS-1.

SUBJECT:

Biennial report from County Health Officer, Andrew Deckert, MD, MPH, on the Bloodborne Disease Prevention Project (BBDPP).

DEPARTMENT: Presentation

Supervisory District No. : All

DEPARTMENT CONTACT: Terri Fields Hosler, MPH, RD-Public Health Branch Director, (530) 245-6861

STAFF REPORT APPROVED BY: Terri Fields Hosler, MPH, RD-Public Health Branch Director

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

RECOMMENDATION

Take the following actions: (1) Receive a biennial report from County Health Officer Dr. Andrew Deckert on the Blood-Borne Disease Prevention Project (Clean Needle and Syringe Exchange Project); and (2) receive comments from stakeholders and the public.

SUMMARY

N/A

DISCUSSION

The Health and Human Services Agency (HHS) - Public Health Branch provides a report to the Board of Supervisors regarding the Blood-Borne Disease Prevention Project (BBDPP) every other year in accordance with Health & Safety Code section 121349.3. The last report to the Board of Supervisors was March 15, 2016. The BBDPP is an essential aspect of protecting law enforcement officers, healthcare workers, and the public from bloodborne infections.

ALTERNATIVES

The Board of Supervisors could decline to receive the report; however, the presentation is a requirement of Health & Safety Code section 121349.3.

OTHER AGENCY INVOLVEMENT

Shasta Community Health Center's HOPE Van is co-located with the Syringe Exchange Program at the HHSA-Breslauer Campus on Fridays. This ongoing collaboration also facilitates referrals for medical services. Many local agencies display the BBDPP anti-intravenous (IV) drug use posters in their facilities.

FINANCING

There is no additional General Fund impact associated with receiving this report.

REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS

BOARD MEETING DATE: July 24, 2018

CATEGORY: Consent - General Government-1.

SUBJECT:

Claims List

DEPARTMENT: Auditor-Controller

Supervisory District No. : ALL

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

STAFF REPORT APPROVED BY: Brian Muir, Auditor-Controller

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

RECOMMENDATION

Approve and authorize the Chairman to sign the County claims list in the amount of \$24, as submitted.

SUMMARY

DISCUSSION

ALTERNATIVES

OTHER AGENCY INVOLVEMENT

FINANCING

ATTACHMENTS:

Description

Board Claims List 7-24-18

Upload Date

7/19/2018

Description

Board Claims List 7-24-18

ORIGINAL

COUNTY OF SHASTA
OFFICE OF AUDITOR-CONTROLLER
REPORT OF CLAIMS REQUIRING BOARD ACTION IN ORDER TO
AUTHORIZE PAYMENT BY AUDITOR-CONTROLLER
7/24/2018

FUND/DEPT/ACCT	DEPARTMENT	PAYEE	DESCRIPTION	Amount	REASON	DEPARTMENT'S EXPLANATION
95500/033798	FACILITIES	CALIFORNIA SAFETY COMPANY	ALARM SYSTEM CODE CHANGE	\$ 24.00	Per Shasta County Contracts Manual 6-101 Section 1.3.3, and Gov Code section 29741, the Auditor-Controller may only pay claims for services that have been authorized by contract. Invoice exceeds contract max and requires Board approval.	SEE ATTACHED MEMO FROM DEPARTMENT
	TOTAL			\$ 24.00		

Auditor's Certification:

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

Date: 7/16/18 Signature: 

Approval of Claims:

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

Date: _____

Chairman
Board of Supervisors
County of Shasta
State of California

COUNTY
OF
SHASTA

DEPARTMENT OF PUBLIC WORKS

Pat Minturn, Director

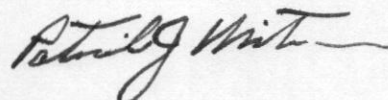
MEMORANDUM

FFM 020004

DATE: July 16, 2018

TO: Brain Muir, Auditor-Controller

FROM: Pat Minturn, Public Works Director



SUBJECT: California Safety Company Contract #C0004492

The County contracts with California Safety Company Inc. to provide fire and burglar alarm leasing and monitoring, dispatch and code change services. On May 31, 2018, the old contract expired and new contracts were executed. Code changes under the old contract exceeded the total contract amount. The new contract will accommodate more code changes to prevent future overruns.

Please approve payment of the attached invoice.

/ldr

California Safety Company, Inc. ACO7695
P. O. Box 990956
Redding, CA 96099-0956
Tel : (530)243-2521 Fax: (530)245-1122



Invoice Number	390480	CSID
Sale Date	5/31/2018	20713
Due Date	6/25/2018	

-Shasta Co - Accounts Payable
1958 Placer
Redding, CA 96001

Service Address
Shasta County Sheriff Burney
20509 Shasta Street
Burney, CA 96013

Description	Qty	Price	Net	Tax	Total
Alarm System Code Change	1	\$24.00	\$24.00	\$0.00	\$24.00
		TOTALS	\$24.00	\$0.00	\$24.00

For Service Provided As Per Work Order Number 172563

Computer Download Flat Fee

Deleted all existing codes

Added user #1, Ryan Sanborn, #2, Chris Wright, #3, Tim Estep, #4, Nick Taylor, #5,amate Hall, #7, Marc St. Clair,

#8, Ryan Sanborn, #9, Ryan Sanborn, #10, Ryan Sanborn, #11, Zachary Miller, #12, Jeff Brown, and #13,

Facilities Management.

-----Return Stub Below-----

Please return this portion of your invoice with your payment. Thank you!

Customer : -Shasta Co - Accounts Payable



Invoice Number 390480

Bill Payer ID: 10756

Due This Inv. \$24.00 Amount Remitted

Payment Method Check ☐ Check Number

Date Remitted

Please remit to : California Safety Company, Inc. ACO7695, P. O. Box 990956, Redding, CA 96099-0956

Inv No. 390480

Page 1

California Safety Company, Inc. ACO7695
P. O. Box 990956
Redding CA 96099-0956
(530)243-2521



Technician Scheduled: Ruth Russell

Service ID: S20713

Work Order #: 172563

Requested By: Tyler Thompson

On: May 31, 2018 Sched. For:

Shasta County Sheriff Burney
20509 Shasta Street
Burney, CA 96013

Sched. Inst:

Slot:

Priority: 3

Directions : Highway 299

Panel Type ADEMCO V-XMP	Communicator Format	Comm ContactID	CSID 20713
Map Location	Panel Location		
Town Code SHA	Phone: 245-6070	PhoneDCU: 335-2212	Sale Date Mar 21, 2000 Warranty Ends: Mar 21, 2001
<input type="checkbox"/> New <input type="checkbox"/> Add <input type="checkbox"/> Repair <input type="checkbox"/> False Alarm <input type="checkbox"/> Bypass/Dis <input type="checkbox"/> Clear <input type="checkbox"/> GF <input type="checkbox"/> Vandalism <input type="checkbox"/> Water Damage <input type="checkbox"/> Lightning <input type="checkbox"/> Emergency Call <input type="checkbox"/> Warranty <input type="checkbox"/> COD			

Conditions

Requested codes to be updated

Description of Service Type

Computer download to alarm system.

Comments

Actual Work Performed:

Computer Download Flat Fee
Deleted all existing codes
Added user #

Labor

Arrived	
Departed	
Hours On-Site	
Technicians	

Material Used

Quantity	Description	Per Unit	Total
COMPLETED			

Charges

Trip Charge	
Labor	
Materials	
Sub-Total	
Tax(@ %)	
Total Due	
[] Cash [] Check #	

Acknowledgement

I HAVE RECEIVED A COPY OF CALIFORNIA SAFETY COMPANY, INC.
LIMITATION OF LIABILITY/DISCLAIMER AND AGREE TO THE TERMS THEREIN.
CUSTOMER AGREES TO WALK TEST INTERNAL SENSORS DAILY.



Subscribers Signature

Date

Coverage No maintenance contract.

<FOR OFFICE USE> System Info:

REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS

BOARD MEETING DATE: July 24, 2018

CATEGORY: Consent - General Government-2.

SUBJECT:

7/17/18 Draft Minutes

DEPARTMENT: Clerk of the Board

Supervisory District No. : ALL

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

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

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

RECOMMENDATION

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

SUMMARY

n/a

DISCUSSION

n/a

ALTERNATIVES

n/a

OTHER AGENCY INVOLVEMENT

n/a

FINANCING

There is no General Fund impact associated with this action.

ATTACHMENTS:

Description

Upload Date

Description

July 17, 2018

1

SHASTA COUNTY BOARD OF SUPERVISORS

Tuesday, July 17, 2018

REGULAR MEETING

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

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

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

INVOCATION

Invocation was given by Pastor Dennis McGowan, Living Room Ministries International.

PLEDGE OF ALLEGIANCE

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

REGULAR CALENDAR

BOARD MATTERS

JULY 2018 EMPLOYEE OF THE MONTH
STACEY RICHARDSON, OFFICE ASSISTANT III

**HEALTH AND HUMAN SERVICES AGENCY-REGIONAL SERVICES
RESOLUTION 2018-053**

At the recommendation of Health and Human Services Agency-Regional Services Branch Director Melissa Janulewicz, and by motion made, seconded (Kehoe/Rickert), and unanimously carried, the Board of Supervisors adopted Resolution No. 2018-053 which recognizes Shasta County Health and Human Services Agency, Office Assistant III, Stacey Richardson as Shasta County's Employee of the Month for July 2018.

(See Resolution Book No. 60)

**PROCLAMATION: PROBATION SUPERVISION WEEK
JULY 15-21, 2018**

At the recommendation of Chief Probation Officer Tracie Neal, and by motion made, seconded (Morgan/Kehoe), and unanimously carried, the Board of Supervisors adopted a proclamation which designates July 15-21, 2018, as "Probation Supervision Week" in Shasta County.

PRESENTATIONS

**2017 SHASTA COUNTY CROP AND LIVESTOCK REPORT
AGRICULTURAL COMMISSIONER/SEALER OF WEIGHTS AND MEASURES**

Agricultural Commissioner/Sealer of Weights and Measures Paul Kjos gave a presentation regarding the 2017 Shasta County Crop and Livestock Report.

In response to questions from Supervisor Morgan, Mr. Kjos stated that the state advisory board is still working on statewide hemp regulations. Mr. Kjos also explained that beehive colony collapse is a much smaller issue in Shasta County than elsewhere in the country and that there is a lot of research being done on the topic throughout the United States.

PUBLIC COMMENT PERIOD - OPEN TIME

William Gilbert spoke regarding his interactions with Shasta County employees.

Mike Martin spoke regarding ongoing criminal activity and vandalism in Cottonwood and the need for additional Sheriff's Deputies.

Monique Welin spoke regarding the proposed Public Safety Special Tax.

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Paul Kjos announced that an Oriental Fruit Fly was found in Shasta County and that additional exotic pest traps will be deployed in the area.

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 County Claims List in the amount of \$10,847, as submitted. (Auditor-Controller)

Approved the minutes of the meetings held on May 30, 2018, June 26, 2018, and July 10, 2018, as submitted. (Clerk of the Board)

Approved and authorized the Chairman to sign a retroactive renewal agreement with Liebert Cassidy Whitmore (LCW), in an advance payment amount not to exceed \$4,400, for the provision of five days of employment relations group training workshops for County employees, LCW attorney telephone consult services, and a monthly newsletter, for the period July 1, 2018, through June 30, 2019. (Support Services-Personnel)

Approved and authorized the Chairman to sign an agreement with Mission Linen with no maximum compensation, to provide uniform and linen rentals and laundering services for the period date of signing through April 30, 2021, with three automatic one-year renewals. (Support Services-Purchasing)

Approved and authorized the Chairman to sign an agreement with Redding Record Searchlight with no maximum compensation to provide advertising to various County Departments for the period August 1, 2018, through July 31, 2019. (Support Services-Purchasing)

Approved and authorized the Health and Human Services Agency, Adult Services Branch Director, acting in his capacity as the Shasta County Alcohol and Drug Program Administrator, to sign the State of California – Health and Human Services Agency, Department of Health Care Services, County Recommendation form, in support of the expansion of Narcotic Replacement Therapy Services provided by Aegis Treatment Centers, LLC, in the Redding area.

Adopted Salary Resolution No. 1529, effective July 22, 2018, which amends the Shasta County Position Allocation List as follows: Delete 1.0 Full-Time Equivalent (FTE) Staff Nurse I/II, 1.0 FTE Medical Services Clerk, and 1.0 FTE Community Mental Health Worker in the Mental Health budget; add 1.0 FTE Clinical Psychologist/Mental Health Clinician I/II/III/Staff Nurse I/II and 1.0 FTE Community Health Advocate in the Mental Health budget; delete 1.0 FTE Public Health Nurse I/II in the Public Health budget; add 1.0 FTE Registered Nurse/Public Health Nurse I/II in the Public Health budget; add 1.0 FTE Staff Services Analyst I/II in the Health Services-Health and Human Services Agency (HHS) budget; delete 1.0 FTE Social Service

Program Aide in the In-Home Supportive Services (IHSS)-Public Authority budget; add 1.0 FTE Social Service Aide in the IHSS-Public Authority budget; removes the sunset date September 30, 2018, from 1.0 FTE Community Education Specialist I/II (UPN 3301); and extends the sunset date for 1.0 FTE Community Education Specialist I/II from September 30, 2018, to September 30, 2019, (UPN 3313). (Health and Human Services-Business and Support Services)
(See Salary Resolution Book)

Adopted Resolution No. 2018-054 which: Approves a retroactive revenue amendment (No. 12- 89397 A01) with California Department of Health Care Services (DHCS) for the Mental Health Plan (MHP) in Shasta County retroactively changing the end date from June 30, 2018, to June 30, 2017; and delegates signature authority to the Health and Human Services Agency Director, Donnell Ewert, to sign retroactive revenue Agreement Amendment No. 12-89397 A01, and accompanying certification documents, including retroactive, with DHCS for Medi-Cal covered specialty mental health services through the MHP, changing the contract end term to end one year early on June 30, 2017 (originally June 30, 2018), provided they otherwise comply with Administrative Policy 6-101, *Shasta County Contracts Manual*. (Health and Human Services Agency-Office of the Director, Health and Human Services Agency-Adult Services, Health and Human Services Agency-Children's Services)

(See Resolution Book No. 60)

Took the following actions: Adopted Resolution No. 2018-055 regarding the California Department of Health Care Services (DHCS) Mental Health Plan (MHP) agreement which: approves a retroactive renewal revenue agreement (No. 17- 94616) with DHCS for the MHP in Shasta County; delegates signature authority to the HHSA Director, Donnell Ewert, to sign retroactive revenue renewal Agreement No. 17-94616, and accompanying certification documents, including retroactive, with DHCS for Medi-Cal covered specialty mental health services through the MHP for the period July 1, 2017, through June 30, 2022, provided they otherwise comply with Administrative Policy 6-101, *Shasta County Contracts Manual*; and delegates signature authority for amendments and other subsequent related documents, including retroactive, to the HHSA Director, Donnell Ewert, that do not result in a functional or substantial change, provided they otherwise comply with Administrative Policy 6-101, *Shasta County Contracts Manual*; adopted Salary Resolution No. 1530, effective July 22, 2018, which amends the Shasta County Position Allocation List as follows: adds 1.0 Full- Time Equivalent (FTE) Clinical Program Coordinator and 1.0 FTE Staff Services Analyst I/II in the Mental Health budget; and approved a budget amendment (4/5 vote required) to increase appropriations by \$197,644 and to increase revenue by \$189,038 in federal and state revenue, with the balance offset by use of Mental Health Restricted State Realignment 1991/2011 fund balance in the amount of \$8,606. (Health and Human Services Agency-Office of the Director, Health and Human Services Agency-Adult Services, Health and Human Services Agency-Children's Services)

(See Resolution Book No. 60)

(See Salary Resolution Book)

Approved and authorized the Chairman to sign a retroactive renewal agreement with TLC Child & Family Services in an amount not to exceed \$75,000 to provide mental health services to

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eligible children for the period July 1, 2018, through June 30, 2019, with two automatic one-year renewals. (Health and Human Services Agency-Children's Services)

Approved and authorized the Chairman to sign agreements for the cost of equipment purchases funded through and consistent with the terms of the California Department of Public Health Hospital Preparedness Program, Local Funding Agreement No. 14-10544, for the period date of signing through June 30, 2024 with: Dignity Health d.b.a. Mercy Medical Center-Redding in an amount not to exceed \$25,667.45; Prime Healthcare Services d.b.a. Shasta Regional Medical Center in an amount not to exceed \$12,084.07; and Shasta Community Health Center in an amount not to exceed \$3,872.81. (Health and Human Services Agency-Public Health)

Took the following actions: Approved acceptance of ongoing naloxone kit donations from Aegis Treatment Centers in a value not to exceed \$37,500; and authorized the Health and Human Services (HHS) Public Health Branch to distribute naloxone kits to community partners and clients of HHS programs. (Health and Human Services Agency-Public Health)

Approved and authorized the Chairman to sign the State Water Resources Control Board, Application for Certification, Environmental Laboratory Accreditation Program, as required by the California Department of Public Health in the amount of \$2,741 for Public Health Laboratory environmental testing certification for the period August 31, 2018, through September 1, 2019. (Health and Human Services Agency-Public Health)

Adopted Resolution No. 2018-056 which: Approves and authorizes the Director of Housing and Community Action Programs (Director) to sign and submit an application, and all other application documents, including retroactive, to the California Department of Housing and Community Development for HOME Investment Partnerships Program funding in an amount not to exceed \$500,000 to provide a Tenant-Based Rental Assistance (TBRA) program for the period October 2019 through March 2022; approves and authorizes the Chairman or the Vice Chairman to sign any grant agreement and subsequent amendments, including retroactive, and all other required documents, provided they otherwise comply with Administrative Policy 6- 101, *Shasta County Contracts Manual*; approves and authorizes the Director to sign additional participation documents, including retroactive, necessary to receive the funding and comply with the funder's requirements; authorizes the Director, or her designee, to execute housing assistance payment contracts between landlords and the County; authorizes the Director to incur expenditures and make specialty purchases for the purpose of administering the HOME TBRA program; and authorizes the Auditor-Controller to process payments related to the program. (Housing and Community Action Programs)

(See Resolution Book No. 60)

Adopted Resolution No. 2018-057 which: Approves and authorizes the Director of Housing and Community Action Programs (Director) to sign and submit an application, all application documents and participation documents, including retroactive, to the California Department of Housing and Community Development in an amount not to exceed \$200,000 for Emergency Solutions Grant (ESG) Program funding for the period March 1, 2019, through

July 31, 2021; and approves and authorizes the Chairman or Vice Chairman to sign the grant agreement and subsequent amendments, including retroactive, and all required documents or instruments for participation in the ESG Program, awarded for the program consistent with the provisions of the resolution in an amount not to exceed \$200,000, provided they otherwise comply with Administrative Policy 6-101, *Shasta County Contracts Manual*. (Housing and Community Action Programs)

(See Resolution Book No. 60)

Took the following actions to provide an inmate telephone system, tablets to inmates, and video visitation at the Jail: Approved the award of Bid No. 18-02 to Global Tel*Link Corporation (GTL); and authorized the Chairman to sign a renewal revenue agreement with GTL in an annual amount of \$215,000 for a three- year period from the date of signing, with two automatic one-year renewals. (Sheriff-Jail)

Adopted Resolution No. 2018-058 which adopts a California Environmental Quality Act (CEQA) determination of a Mitigated Negative Declaration subject to the findings set forth in the proposed resolution for the "Cassel-Fall River Road at Pit River Bridge Replacement Project," Contract No. 703919. (Public Works)

(See Resolution Book No. 60)

Award to the lowest responsive and responsible bidder, SnL Group, Inc., on a unit cost basis, the contract for the "Deschutes Road (2H01B) Widening Project – Phase 1," Contract No. 702982, in the amount of \$1,572,683. (Public Works)

Approved and authorized the Public Works Director to sign a Notice of Completion for the "Public Defender/Adult Probation Roofing Project," Contract No. 610435, and record it within 15 days of actual completion of the work. (Public Works)

Took the following actions regarding regional coordination of transit services and funding: Approved and authorized the Chairman to sign a Memorandum of Understanding (MOU) between the Shasta Regional Transportation Agency (SRTA), Redding Area Bus Authority (RABA), and the County of Shasta, with no compensation, for the purpose of coordination of ongoing transit planning and programming, effective the last date of signing; and authorized the Public Works Director, or his/her designee, to sign amendments and minor changes to the MOU, and new MOUs, including retroactive, that do not result in substantial or functional change to the original intent of the MOU, subject to approval by County Counsel. (Public Works)

Took the following actions regarding the "Various Permanent Road Divisions (2018)," Contract No. 111018: Found the project categorically exempt in conformance with the California Environmental Quality Act (CEQA) Section 15301, Class I-Existing Facilities; approved the plans and specifications and directed the Public Works Director to advertise for bids; and authorized the opening of bids on or after August 9, 2018, at 11 a.m. (Public Works)

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REGULAR CALENDAR, CONTINUED

GENERAL GOVERNMENT

ADMINISTRATIVE OFFICE/BOARD OF SUPERVISORS

LEGISLATIVE UPDATE/SUPERVISORS' REPORTS

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

Supervisor Morgan recently attended meetings of the Shasta County Consolidated Oversight Board and the Air Pollution Control Board.

Supervisor Kehoe recently attended meetings of the Emergency Food and Shelter Program and the Mental Health, Alcohol and Drug Advisory Board.

Supervisor Rickert recently attended a Northern California Water Association Governing Board meeting.

Supervisors reported on issues of countywide interest.

PUBLIC SAFETY SPECIAL TAX

CEO Lees gave an update on the proposed public safety tax. He reported that staff contacted the Chambers of Commerce throughout the County and that the responses were non-committal. CEO Lees also stated that correspondence had been received from community members. He reported that he met with the city managers for all three cities within the county and that the respective bodies would be discussing the proposed tax at their upcoming regular meetings.

CEO Lees stated that the tax is proposed as a special tax, necessitating a 67% voter approval rate to succeed. CEO Lees explained that only additional patrol units, jail expansion, and the jail diversion program have been specifically indicated by the Board as acceptable uses for revenue from the tax.

In response to questions from Supervisor Baugh, CEO Lees clarified the number of beds being added to the jail, including those from the future remodeling of Justice Centers 1 and 2 and the possibility of using a modular housing option. With the plans the County has in place, the County will meet or exceed the number of jail beds needed as projected in both the 2013 and 2018 studies. CEO Lees stated that the costs outlined for the jail bed expansion include the full cost of new staff, including their salary and benefits.

In response to questions from Supervisor Rickert, CEO Lees explained that not all revenue for the costs of the upcoming jail expansions have been identified yet, but most would come from the general fund.

In response to questions from Supervisor Morgan, CEO Lees clarified that the first 64 additional jail beds will have no additional labor cost, but will have an annual operating cost of \$600,000 per year, which will come out of current revenue for the county. The next 38 beds will necessitate additional labor and operating costs and the revenue for that has not yet been identified, but the county's current plan is to combine the additional showers for those beds with those for the first 64 beds for economic reasons. The bid opening for the shower project was held last week and the estimates came in under the originally-estimated cost.

CEO Lees stated moving forward with the tax would require the county to post a public notice no later than Thursday in order to have the necessary 10 days of public notice. The notice will be broad enough to allow for a wide range of commentary. CEO Lees explained that the item would come back before the Board at its next regular meeting to discuss the feedback from the cities, and that a special meeting would have to be held on July 31 to adopt the final ordinance, in order to get the proposed tax onto the November 2018 ballot.

In response to questions from Supervisor Rickert, Sheriff Tom Bosenko stated that the Sheriff's Office would try to recruit additional labor locally, but would also look to the law enforcement academies within the region, such as those in Sacramento or Humboldt.

In response to questions from Supervisor Baugh, CEO Lees stated that mention of "existing facilities" in the Board report includes upgrades to Justice Centers 1 and 2, etc., as they are already-existing county facilities, and the phrase does not refer to operating the existing jail space.

Teresa Telles spoke regarding the possibility of adding additional safety measures to the area of Lakehead.

Monique Welin spoke in favor of additional Sheriff's Deputies and the jail diversion program.

Stan Neutze, Anderson City Council Member, spoke in favor of using the tax revenue specifically for the Sheriff's Office, for jail operations and Sheriff's Deputies. He also proposed options involving a citizen's oversight committee and the declaration of a public safety emergency.

District Attorney (DA) Stephanie Bridgett spoke in support of the tax's use for a larger jail and additional Sheriff's Deputies. DA Bridgett requested that the Board consider allocating 6% of the revenue to the DA and Public Defender's offices.

Public Defender William Bateman spoke in support of the DA's comments and allocation request, and stated that he supports a comprehensive approach.

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Sheriff Bosenko spoke in support of the sales tax and stated that it should be used for additional jail space and additional Sheriff's Deputies, including deputies specifically for the outlying areas of the county.

Fred Wilcox supported the tax being earmarked, rather than a general tax with an oversight committee.

In response to questions from Supervisor Rickert, CEO Lees recommended using percentages to allocate the tax revenue, given the fluctuation inherent in tax income.

Supervisor Rickert supported using some revenue for the DA and Public Defender's offices.

Supervisor Morgan agreed with the use of some revenue for the DA and Public Defender's offices and with the use of percentages to allocate revenue.

Supervisor Kehoe discussed the need to be specific with the proposed tax language, expectations for the revenue's use and outcomes, and suggested a sunset date for the tax.

Supervisor Baugh stated that any use of tax revenue beyond jail beds and additional Sheriff's Deputies would not be appropriate and supported a narrow tax proposition reflecting only those two items. He also spoke against a sunset date or anything else not addressed in the proposed language.

Supervisor Rickert spoke of the need for additional information from the Redding City Council before making a decision, and pointed out Supervisory Moty's absence.

Supervisor Baugh stated that the date to publish the public notice is set, but that any decision regarding the proposed tax could wait until the next regular meeting.

In response to questions from Supervisor Baugh, Mr. Ross explained that the current item is for direction to staff, not adoption of an ordinance, so Supervisor Moty's absence would not be an issue. He also explained that the ordinance language can be narrowed down later, but the public notice should be broad enough to cover all possible discussion.

Supervisor Kehoe spoke in support of a one-half percent tax and allocating revenue to the Sheriff's Office for jail expansion and additional Deputies.

Supervisor Morgan supported the one-half percent tax and in using the tax revenue for jail space and Deputies, especially in the unincorporated areas of the county.

Supervisor Baugh supported the one-half percent tax and a narrow focus in its use.

Supervisor Rickert supported the one-half percent tax and stated that she supports the DA and Public Defender's offices, but understands the need to focus on jail space and additional Deputies, especially in very rural areas.

In response to questions from Supervisor Rickert, Mr. Ross stated that the deadline for a general tax to be put on the November 2018 ballot has passed. As a general rule, general taxes can only be adopted at regular elections, but with a four-fifths vote, the Board of Supervisors can declare a fiscal emergency and call a special election to adopt a general tax at a different time.

In response to questions from Supervisor Rickert, Mr. Ross stated that special taxes are not subject to the same requirement as general taxes and that they can be placed on special elections with Board approval.

Supervisor Baugh stated that the consensus seemed to be a one-half percent special use tax for expanded jail capacity and additional Sheriff's Deputies.

CEO Lees and Mr. Ross discussed the options for narrowing the language used in the public notice and the proposed ordinance.

In response to questions from Supervisor Rickert, Supervisor Baugh stated that residents of the City of Anderson are willing to pay an additional tax.

By consensus, the Board of Supervisors directed staff to narrow the public notice language to reflect directing sales tax revenue to jail expansion and additional Sheriff's Deputies, publish it, and bring the proposed tax back to the next regular meeting.

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

11:20 a.m.: The Board of Supervisors reconvened.

SCHEDULED HEARINGS

PUBLIC WORKS

COUNTY SERVICE AREAS

REPORTS OF DELINQUENT FEES FOR CSAs

RESOLUTION 2018-062

This was the time set aside to hold a public hearing to consider adopting a resolution which confirms the Reports of Delinquent Fees for County Service Areas. Deputy Public Works Director Scott Wahl presented the staff report and recommended approval. The Notice of Public Hearing and the Notice of Publication are on file with the Clerk of the Board.

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The public hearing was opened.

Tom Neal spoke against the delinquent fee collection due to a dispute over his fee.

Fred Wilcox spoke regarding the quality of the backflow preventer used in the water system.

No one else spoke for or against the matter, and the public hearing was closed.

Mr. Wahl explained the state law requirements to annually test backflow preventers.

In response to questions from Supervisor Kehoe, Pat Minturn, Public Works Director, stated that state law is not very flexible and requires that if there is a well on a property, even if it is not in use or directly connected, there must be a backflow preventer. If the well is capped, abandoned per regulation, or drilled out, there is no need for a backflow preventer. Mr. Minturn stated that the department's preference would be that the well be capped. He also stated that the department is willing to discuss individual issues with property owners.

In response to questions from Supervisor Baugh, Mr. Ross stated that he consulted with Senior Deputy County Counsel David Yorton and that placing these fees on property taxes complies with the law.

In response to questions from Supervisor Kehoe, Mr. Wahl clarified that the requirement for backflow preventers is state law, not county law.

By motion made, seconded (Kehoe/Morgan), and unanimously carried, the Board of Supervisors took the following actions on behalf of County Service Areas: Adopted Resolution No. 2018-062 which confirms the Reports of Delinquent Fees for County Service Areas; directed that the annual liens be placed on the property tax bills for Fiscal Year 2018-19; and approved a discharge of accountability for collection of unpaid water and sewer service accounts that have been deemed uncollectible.

(See Resolution Book No. 60)

PERMANENT ROAD DIVISIONS
ANNUAL PARCEL CHARGE REPORTS
RESOLUTION 2018-059

This was the time set aside to hold a public hearing to consider adopting a resolution which confirms the Annual Parcel Charge Reports for the various Permanent Road Divisions (PRDs) in Shasta County. Deputy Public Works Director Scott Wahl presented the staff report and recommended approval. The Notice of Public Hearing and the Notice of Publication are on file with the Clerk of the Board.

No one else spoke for or against the matter, and the public hearing was closed.

By motion made, seconded (Kehoe/Rickert), and unanimously carried, the Board of Supervisors took the following actions: Adopted Resolution No. 2018-059 which confirms the Annual Parcel Charge Reports for the various PRDs in Shasta County in the same amount as currently charged, except where noted; and directed that the parcel charges be placed on the property tax bills for Fiscal Year 2018-19.

(See Resolution Book No. 60)

BURNEY DISPOSAL, INC.
WASTE COLLECTION RATES AND SURCHARGES
RESOLUTION 2018-060

This was the time set aside to hold a public hearing to consider increasing the monthly residential and commercial waste collection and transfer station disposal rates and monthly waste collection fuel surcharge for the period August 1, 2018, through June 30, 2019, and approve a methodology for future rate and surcharge adjustments to be effective annually each July 1 for the period July 1, 2019, through July 1, 2023. Mr. Minturn presented the staff report and recommended approval. The Notice of Public Hearing and the Notice of Publication are on file with the Clerk of the Board.

The public hearing was opened; no one spoke for or against the matter, and the public hearing was closed.

Administrative Board Clerk Kristin Gulling-Smith announced that the Clerk of the Board did not receive any protests.

By motion made, seconded (Morgan/Rickert), and unanimously carried, the Board of Supervisors adopted Resolution No. 2018-060 which authorizes the proposed rate increases and approves the methodology for future rate adjustments.

(See Resolution Book No. 60)

COUNTY SERVICE AREAS (CSAs)
ANNUAL PARCEL CHARGE REPORTS
RESOLUTION 2018-061

This was the time set aside to hold a public hearing to consider adopting a resolution which confirms the Annual Parcel Charge Reports for the various County Service Areas in Shasta County. Mr. Wahl presented the staff report and recommended approval. The Notice of Public Hearing and the Notice of Publication are on file with the Clerk of the Board.

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The public hearing was opened; no one spoke for or against the matter, and the public hearing was closed.

By motion made, seconded (Rickert/Morgan), and unanimously carried, the Board of Supervisors adopted Resolution No. 2018-061 which confirms the Annual Parcel Charge Reports for the various County Service Areas in Shasta County in the same amount as currently charged; and directed the parcel charges be placed on the property tax bills for Fiscal Year 2018-19.

(See Resolution Book No. 60)

RESOURCE MANAGEMENT

GENERAL PLAN AMENDMENT GPA 18-001 **PLANNING DIVISION** **RESOLUTION 2018-063**

This was the time set aside for a public hearing to consider General Plan Amendment GPA18-001, which would amend Section 7.1 Community Organization and Development Pattern and Section 7.5 Public Facilities of the Shasta County General Plan to achieve compliance with State housing law and the Shasta County Housing Element. Rick Simon, Director of Resource Management, presented a staff report and recommended approval. The Notice of Public Hearing and the Notice of Publication are on file with the Clerk of the Board.

In response to questions from Supervisor Kehoe, Mr. Simon explained that the Regional Needs Housing Allocation is assigned to Shasta County by the state. He also stated that he believes the required number of housing units is achievable by the county.

In response to questions from Supervisor Baugh, Mr. Simon explained that there is interest from investors toward building these affordable units. He also stated that there are tax credits available for the builders of these units and explained some of the requirements to qualify for them. Mr. Simon discussed some recent state legislation that deals with housing requirements and stated that Rural County Representatives of California and the California State Association of Counties are two of the organizations the county is working with to fulfil the state requirements.

Mr. Simon stated that the Planning Commission held two noticed public meetings and two workshops, and voted unanimously to approve this amendment.

In response to questions from Supervisor Rickert, Mr. Simon stated that most growth takes place within incorporated areas, primarily Redding, and that about half the county population is within the cities. He stated that they have not decided on specific properties within the unincorporated areas, but are in conversations with property owners, and that it will primarily be concentrated within or near the cities. He stated that the Cities of Anderson and Redding also have

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state-mandated housing elements and that the City of Anderson may have met or exceeded their requirements.

In response to questions from Supervisor Baugh, Mr. Ross stated that this proposal complies with the law.

The public hearing was opened; no one spoke for or against the matter, and the public hearing was closed.

By motion made, seconded (Kehoe/Morgan), and unanimously carried, the Board of Supervisors adopted Resolution No. 2018-063 which: finds GPA18-001 is not subject to the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15060(c)(2) (the adoption of the resolution will not result in a foreseeable direct or indirect physical change in the environment), in addition, finds GPA18-001 is exempt from CEQA in accordance with CEQA Guidelines section 15061(b)(3) (there is no possibility the adoption of the resolution may have a significant effect on the environment), and finds that each exemption stands as a separate and independent basis for determining that this General Plan Amendment is not subject to CEQA; and approves the proposed amendments to the Shasta County General Plan pursuant to General Plan Amendment GPA18-001.

(See Resolution Book No. 60)

ZONE AMENDMENT Z-003 TO COUNTY ZONING PLAN
PLANNING DIVISION
ORDINANCE SCC 2018-01

This was the time set aside for a public hearing to consider Zone Amendment Z17-003, which updates and amends the County Zoning Plan to comply with State housing law, other housing-related State laws, and the Shasta County Housing Element, and would clarify procedures, update language and relax certain permit requirements in certain districts. Mr. Simon presented a staff report and recommended approval. The Notice of Public Hearing and the Notice of Publication are on file with the Clerk of the Board.

In response to questions from Supervisor Baugh, Mr. Simon stated that converting mobile home parks to a different type of housing may take the parks out of state jurisdiction, depending on the type of conversion. Mr. Simon also explained the differences between administrative permits and use permits for short-term large gatherings of people on private property.

Mr. Simon stated that the Planning Commission held two noticed public hearings and two workshops and unanimously recommended approval of the amendment and ordinance.

The public hearing was opened; no one spoke for or against the matter, and the public hearing was closed.

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By motion made, seconded (Morgan/Rickert), and unanimously carried, the Board of Supervisors introduced, waived the reading of and enacted Ordinance No. SCC 2018-01 of the Board of Supervisors of the County of Shasta Amending the Shasta County Code Title 17 Zoning Plan pursuant to Zone Amendment Z17-003.

(See County Code Ordinance Book)

12:34 p.m.: The Board of Supervisors adjourned.

Chairman

ATTEST:

LAWRENCE G. LEES
Clerk of the Board of Supervisors

By _____
Deputy

REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS

BOARD MEETING DATE: July 24, 2018

CATEGORY: Consent - General Government-3.

SUBJECT:

Declaration of Election for the Statewide Direct Primary Election held on June 5, 2018.

DEPARTMENT: County Clerk/Registrar of Voters

Supervisory District No. : All

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

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

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

RECOMMENDATION

Declare elected those persons and results of measures based on the certified results of the June 5, 2018 Statewide Direct Primary Election.

SUMMARY

California Elections Code, section 15372, requires election officials to prepare a certified statement of the results of an election and submit it to the governing body within 30 days of the election. The County Clerk/Registrar of Voters sent the Statement of Vote and Certification of the Results of the Canvass for the June 5, 2018 Statewide Direct Primary Election to the Board of Supervisors on July 5, 2018.

California Elections Code, section 15400, provides that the governing body shall declare elected the persons having the highest number of votes for that office and declare the results of each election under its jurisdiction as to each measure voted on at the election.

DISCUSSION

California Elections Code, section 15372, requires election officials to prepare a certified statement of the results of an election and submit it to the governing body within 30 days of the election. The County Clerk/Registrar of Voters sent the Statement of Vote and Certification of the Results of the Canvass for the June 5, 2018 Statewide Direct Primary Election to the Board of Supervisors on July 5, 2018.

California Elections Code, section 15400, provides that the governing body shall declare elected the persons having the highest number of votes for that office and declare the results of each election under its jurisdiction as to each measure voted on at the election. From the Certified Results of the Canvass for the June 5, 2018 Statewide Direct Primary Election, attached is the Declaration of Election and list of persons elected and results of the measures.

ALTERNATIVES

There Board can choose not to declare the election; however, they would be in violation of California Elections Code.

OTHER AGENCY INVOLVEMENT

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

FINANCING

There is no additional General Fund impact.

ATTACHMENTS:

Description	Upload Date	Description
Declaration of Election	7/5/2018	Declaration of Election

DECLARATION OF ELECTION

Pursuant to California Elections Code, section 15400, and based on the certification of the results of the June 5, 2018 Statewide Direct Primary Election, the Shasta County Board of Supervisors as the governing board of the election, by action taken at its regular meeting on July 24, 2018, hereby declares elected the following persons to the offices shown and the results of the measures voted on at that election.

County Supervisor – District 5	Les Baugh
County Superintendent of Schools	Judy Flores
Assessor-Recorder	Leslie Morgan
Auditor	Brian Muir
County Clerk	Cathy Darling Allen
District Attorney	Stephanie A. Bridgett
Sheriff-Coroner	Tom Bosenko
Treasurer-Tax Collector-Public Administrator	Lori J. Scott
Measure A	Yes 1,105 No 1,123
Measure B	Yes 5,523 No 3,223

REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS

BOARD MEETING DATE: July 24, 2018

CATEGORY: Consent - General Government-4.

SUBJECT:

Salary resolution appointing Dr. Karen C. Ramstrom as the Shasta County Health Officer – Extra Help.

DEPARTMENT: Support Services-Personnel

Supervisory District No. : All

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

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

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

RECOMMENDATION

Adopt a resolution which appoints Dr. Karen C. Ramstrom as the Shasta County Health Officer – Extra Help effective July 24, 2018 and establishes Dr. Ramstrom’s compensation at the D-Step salary range (\$96.792 per hour/ \$16,777 per month) for the position of Health Officer – Extra Help.

SUMMARY

N/A

DISCUSSION

Due to the retirement of the current Shasta County Health Officer and pursuant to Shasta County Code section 2.28.070 as well as sections 101000, 101005, and 101010 of the California Health and Safety Code, it is necessary for the Board of Supervisors to appoint a Health Officer for Shasta County by resolution or ordinance.

Unique duties which can only be completed by the Health Officer include signing birth and death certificates among others. It is critical to have a Health Officer in place prior to the retirement of the current Health Officer. A recruitment is in progress for a full-time Health Officer position; however, additional time is needed to screen, interview, select, and onboard a full-time Health Officer. It is recommended the Board of Supervisors appoint a Health Officer to serve in the Extra Help capacity until a full-time Health Officer is hired.

Karen C. Ramstrom completed her undergraduate studies at University of California, Riverside, received a Doctor of Osteopathy from the College of Osteopathic Medicine of the Pacific, and a Master of Science in Public Health from the University of Colorado Health Sciences Center. Additionally, she possesses nearly 20 years of experience in public health practice, including 12 years with the California Department of Public Health. She has clinical experience in primary care and women’s health as a General Medical Officer in the US Army and the El Paso County Department of Health and Environment.

Due to her excellent qualifications and vast experience in the practice and administration of public health services, it is recommended the Shasta County Board of Supervisors adopt a resolution appointing Dr. Karen C. Ramstrom as a Shasta County Health Officer – Extra Help effective July 24, 2018 and establish Dr. Ramstrom’s compensation at the D-Step salary range (\$96.792 per hour/ \$16,777 per month) for the position of Health Officer – Extra Help.

ALTERNATIVES

The Board may choose not to appoint Dr. Karen C. Ramstrom as Health Officer- Extra Help, select a different start date, and/or a different salary range.

OTHER AGENCY INVOLVEMENT

The HHSA Branch Director – Public Health has reviewed this recommendation. The County Administrative Office has reviewed the recommendation.

FINANCING

Any costs associated with this appointment will be included within the Public Health budget. There is no additional County General Fund impact.

- cc: Larry Lees, County Executive Officer
- Terri Howat, County Chief Financial Officer
- Julie Hope, Principal Administrative Analyst
- Ayla Tucker, Administrative Analyst I
- Donnell Ewert, Director of HHSA
- Shelley Forbes, Assistant Director of Support Services
- Kari Hallstrom, Personnel Analyst II

ATTACHMENTS:

Description	Upload Date	Description
Resolution	7/16/2018	Resolution

RESOLUTION NO.

**A RESOLUTION OF THE BOARD OF SUPERVISORS
OF THE COUNTY OF SHASTA
APPOINTING KAREN C. RAMSTROM AS
SHASTA COUNTY HEALTH OFFICER – EXTRA HELP**

WHEREAS, Shasta County Code section 2.28.070 and section 101000 of the California Health and Safety Code requires the Board of Supervisors to appoint a Health Officer; and

WHEREAS, section 101005 of the California Health and Safety Code requires a county Health Officer to be a graduate of a medical college of good standing and repute, and establishes the compensation of the appointed Health Officer be determined by the Board of Supervisors; and

WHEREAS, the current Health Officer has provided notification of his intent to retire with his last day of work being August 6, 2018; and

WHEREAS a current recruitment for a new Health Officer is in progress with applications being accepted until 5:00 PM on July 31, 2018 and additional time being required to screen, interview, select and onboard a full-time Health Officer; and

WHEREAS, it is necessary to have a Health Officer in place to complete mandated assignments and duties, which include signing birth and death certificates; and

WHEREAS, Dr. Karen C. Ramstrom has demonstrated that she possesses the qualifications necessary to capably serve as the Health Officer

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors of the County of Shasta does hereby appoint Dr. Karen C. Ramstrom as Shasta County Health Officer – Extra Help effective July 24, 2018 and shall notify the Director of the California Department of Public Health pursuant to section 101010 of the California Health and Safety code upon adoption.

BE IT FURTHER RESOLVED by the Board of Supervisors of the County of Shasta the compensation for Dr. Ramstrom is established at the D-Step salary range (\$96.792 per hour/ \$16,777 per month) for the position of Health Officer – Extra Help.

DULY PASSED AND ADOPTED this 24th day of July, 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: July 24, 2018

CATEGORY: Consent - General Government-5.

SUBJECT:

Salary Resolution which amends the Shasta County Position Allocation List.

DEPARTMENT: Support Services-Personnel

Supervisory District No. : All

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

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

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

RECOMMENDATION

Adopt a Salary Resolution, effective August 5, 2018, which amends the Shasta County Position Allocation List to delete 1.0 Full Time Equivalent (FTE) Office Assistant III and add 1.0 FTE Staff Services Analyst I/II in the Community Action Agency budget.

SUMMARY

N/A

DISCUSSION

Due to modifications in business operations, the department requires a full time Staff Services Analyst I/II. The Staff Services Analyst I/II will absorb the data entry duties previously completed the Office Assistant III position while completing analysis and projects for the implementation of grant programs focused on the homeless population.

ALTERNATIVES

The Board may choose not to approve this recommendation.

OTHER AGENCY INVOLVEMENT

This recommendation has been reviewed and has the concurrence of the Director of Housing/Community Action Programs. This recommendation has been reviewed by the County Administrative Office.

FINANCING

Any costs associated with this change will be absorbed by the department's budget. There is no additional County General Fund impact.

cc:

Larry Lees, County Executive Officer
Terri Howat, County Chief Financial Officer
Julie Hope, Principal Administrative Analyst
Ayla Tucker, Administrative Analyst I
Laura Burch, Director of Housing & Community Action Programs
Shelley Forbes, Assistant Director of Support Services
Kari Hallstrom, Personnel Analyst II
Melissa Merritt, Agency Staff Services Analyst I - Confidential

ATTACHMENTS:

Description	Upload Date	Description
Salary Resolution	7/13/2018	Salary Resolution

SALARY RESOLUTION NO.**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COUNTY OF SHASTA
AMENDING THE SHASTA COUNTY POSITION ALLOCATION LIST**

BE IT RESOLVED that effective August 5, 2018, the following amendments are made to the Shasta County Position Allocation List for positions in County service:

<u>Classification Title</u>	<u>No. of Positions</u>	<u>FTE</u>	<u>Unique Position Number</u>	<u>Schedule</u>	<u>Range</u>	<u>Approx. Monthly A Step</u>	<u>Equiv. Salary F Step</u>
<u>COMMUNITY ACTION AGENCY – Cost Center 590</u>							
<u>DELETE</u>							
Office Assistant III	1	1.0		UPEC	371	2465	3146
<u>ADD</u>							
Staff Services Analyst I, or	1	1.0		UPEC	425	3208	4095
Staff Services Analyst II				UPEC	455	3714	4740

DULY PASSED AND ADOPTED this 24th day of July, 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: July 24, 2018

CATEGORY: Consent - Health and Human Services-6.

SUBJECT:

Agreement with North Valley Catholic Social Service, Inc. to provide New Path Housing program

DEPARTMENT: Health and Human Services Agency-Adult Services

Supervisory District No. : All

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

STAFF REPORT APPROVED BY: Dean True, Branch Director, HHSA Adult Services

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

RECOMMENDATION

Approve and authorize the Chairman to sign a retroactive renewal agreement with Northern Valley Catholic Social Service, Inc., in an amount not to exceed \$81,000 to provide case management services for the New Path Housing Program for the period July 1, 2018 through June 30, 2021.

SUMMARY

This agreement will allow Northern Valley Catholic Social Service, Inc. (NVCSS) to continue to assist eligible, chronically homeless Shasta County residents in the acquisition of affordable housing through the Supportive Housing Program to receive rent subsidies.

DISCUSSION

In November 2004, California voters approved the Mental Health Services Act (MHSA), which provides funding dedicated to the support of community mental health programs. In order to receive funding through MHSA, Shasta County was required to write an initial Community Services and Supports (CSS) Three-Year Program and Expenditure Plan (Plan). The original Plan was approved in 2006. Facilitating the securing of housing for the MHSA population is a component of the CSS Plan.

NVCSS has been providing assistance and case management services to Shasta County residents as part of the Supportive Housing Program since 2006. In addition to being chronically homeless, more than 70 percent of individuals assisted also have alcohol and/or drug issues as well as persistent mental health challenges. Since program inception, NVCSS has assisted 139 chronically homeless individuals, of which 85 percent were staying in places not meant for human habitation, in qualifying for and obtaining rent subsidies. Of these, 64 individuals were referred by Shasta County Mental Health, and Alcohol and Drug Services staff. At this time, there are 14 individuals maintaining their independent living situation. The average length of stay for those assisted has been approximately two and a half years, although some exceed five years. Participants are referred to NVCSS by various community agencies and health care/psychiatric facilities.

The agreement authorizes the HHSA Director, or any HHSA Branch Director designated by the HHSA Director, to approve,

in writing and in advance, budget line item shifts, provided that the line item shift does not exceed 15 percent of any Budget Category during the entire term of this agreement, and provided further that the line item shift shall not increase the total compensation payable under this agreement. This agreement is retroactive due to ongoing term negotiations between HHSA and NVCSS.

ALTERNATIVES

The Board could choose not to approve the agreement or direct the department to reduce the funding level.

OTHER AGENCY INVOLVEMENT

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

FINANCING

The compensation provided through this agreement will allow NVCSS to draw down additional funding for this program through a federal funding match. The MHSA FY 2018-19 Adopted Budget (BU 404) includes sufficient appropriation authority for the activities described in this agreement and will be included in future year budget submittals. There is no General Fund impact from the recommended action.

ATTACHMENTS:

Description	Upload Date	Description
Agreement	6/28/2018	Agreement

**PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF SHASTA
AND
NORTHERN VALLEY CATHOLIC SOCIAL SERVICE, INC.**

This 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 Northern Valley Catholic Social Service, Inc., a California non-profit corporation ("Contractor") (collectively, the "Parties" and individually a "Party"), for the provision of case management services for the New Path Housing Program ("Program").

Section 1. DEFINITIONS.

For the purposes of this agreement, the following definitions shall apply:

- A. **Chronically Homeless Individual** means an unaccompanied homeless individual with a disabling condition who has either been continually homeless for a year or more OR has had at least four episodes of homelessness in the past three years. The individual must have been sleeping in a place not meant for human habitation (for example, living on the streets) or in an emergency shelter during this time.
- B. **Unaccompanied Homeless Individual** means a single person who is alone, not part of a homeless family and/or not accompanied by a child or children.
- C. **Disabling Condition** means a diagnosable substance abuse disorder, serious mental illness, developmental disability or chronic physical illness or disability, including the co-occurrence of two or more of these conditions.
- D. **Participant** means a Chronically Homeless Individual that has been determined eligible to participate in the Program.

Section 2. RESPONSIBILITIES OF CONTRACTOR.

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

- A. Accept referrals from County of Chronically Homeless Individuals identified by County as potential New Path Housing Program ("Program") candidates, to participate in the Program to receive a rent subsidy.
- B. Evaluate on a case by case basis, a Chronically Homeless Individual's eligibility to receive assistance by obtaining:
 - 1. Criminal background and credit information to assist with determining current level of functionality and level of supportive service needed. Background checks will be utilized to screen out those applicants with a history of convictions for drug trafficking within five years or sex offenses within any time frame.
 - 2. Signed applications and verifications that contain all information needed to determine eligibility, income, rent and order of selection.
 - 3. When appropriate, third party verifications or documentation of expected income, assets, unusual medical expenses, and any other pertinent information.

- C. Assist individuals defined as chronically homeless in the acquisition of affordable housing with a support service component to include:
 - 1. Completion of housing applications
 - 2. Acquiring appropriate verifications and documents
 - 3. Acquiring signatures
 - 4. Reviewing file for completion
 - 5. Compiling rent billing data
 - 6. Billing Housing and Urban Development ("HUD") for payment
 - 7. Maintaining tenant detail
 - 8. Creating financial statements
 - 9. Submitting Annual Progress Report to HUD
- D. Ensure equal opportunity in housing and access to services for all Chronically Homeless Individuals referred to Program by County.
- E. Require, based upon eligibility determination, Participants pay as rent and utilities an amount which may not exceed the highest of 30 percent of the monthly adjusted income in addition to a security deposit as required by the landlord participating in the Program.
- F. Terminate assistance to Participants who violate Program/lease requirements through a formal process as follows:
 - 1. Provide written notice to Participant containing a clear statement of reasons for termination.
 - 2. Review of the decision, in which the Participant is given the opportunity to present written or oral objections before a person other than the person who made or approved the termination decision.
 - 3. Provide prompt written notice of the final decision to the Participant.
 - 4. Written notice will include means by which Participants may resume assistance, if violations can be rectified.
- G. Notify County of all changes in leadership staff within ten days of change. Leadership staff includes, but is not limited to, Executive Director, Clinical/Program Director, and Chief Fiscal Officer.
- H. Ensure Contractor's staff attends County/Contractor Team Meetings, conducted by and/or arranged through County, as determined by County.
- I. Ensure hours of operation for Participants served under this agreement are no less than the hours of operation provided to any other person served by Contractor.
- J. Allow County and the California Department of Health Care Services, and their duly authorized representatives, at all reasonable times to inspect or otherwise evaluate the work performed under the terms of this agreement, including all supported activities and the premises in which it is being performed.

- K. Submit a Quarterly Outcomes Report, **EXHIBIT C**, attached and incorporated herein, for the preceding three-month period, each October 15, January 15, April 15, and July 15, during the entire term of this agreement.
- L. Submit the following Annual Progress Reports to County by the dates specified below:
 - 1. New Path Housing: January 31, 2019, 2020, 2021
 - 2. Partners in Housing: March 31, 2019, 2020, 2021
 - 3. Partners in Housing II: September 30, 2019, 2020, 2021This provision shall survive the termination or expiration of this agreement.
- M. As required by California 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 the agreement and all subcontracts under the agreement relating to the preparation of the document or written report. If multiple documents or written reports are the subject of the agreement or subcontracts, the disclosure section may also contain a statement indicating that the total agreement amount represents compensation for multiple documents or written reports. 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."
- N. Acknowledge the funding source of all activities undertaken pursuant to this agreement by including in any educational and training materials, audio visual aids, websites, interviews with the press, flyers, or publications the following statement: "This activity (or program) has been funded by the County of Shasta through the California Mental Health Services Act."

Section 3. RESPONSIBILITIES OF COUNTY.

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

- A. Compensate Contractor as prescribed in sections 4 and 5 of this agreement.
- B. Monitor and evaluate the performance of Contractor throughout the term of this agreement to assure compliance with the terms and conditions of this agreement.
- C. Conduct County/Contractor Team meetings to coordinate Program planning, contract compliance, and to provide consultation to Contractor regarding service delivery, in accordance with the services as described in Section 2. The date, time, and location of each County/Contractor Team meeting shall be set by County.
- D. Review County performance outcome data with Contractor.

- E. Be responsible for any audit exception, if a federal or state audit exception is created, during the course of the provision of services under this agreement, due to an error or errors of omission or commission on the part of County.

Section 3. COMPENSATION.

- A. In accordance with the budget and budget narrative ("Budget") as prescribed in **EXHIBIT A**, attached and incorporated herein, County shall pay to Contractor a maximum of \$27,000 per County Fiscal Year ("FY"), 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 \$81,000 during the entire term of the agreement.
- B. During the term of this agreement, the HHSA Director, or any HHSA Branch Director designated by the HHSA Director, may approve, in writing and in advance, budget line item shifts, provided that the line item shift does not exceed 15 percent of any Budget Category during the entire term of this agreement, and provided further that the line item shift shall not increase the total compensation payable under this agreement.
- C. Overhead/Administrative expenses shall be calculated at an amount not to exceed 15 percent of direct expenses.
- D. Contractor's violation or breach of agreement terms may result in fiscal penalties, withholding of compensation, or termination of this agreement.

Section 4. BILLING AND PAYMENT.

- A. Contractor shall submit to HHSA Business and Support Services Branch, Attn: Accounts Payable, P.O. Box 496005, Redding, CA 96049-6005, monthly by the 15th day of each month for services rendered the preceding month, and in accordance with the Budget, a billhead or invoice regularly used in the conduct of business of the Contractor accompanied by an **EXPENDITURE REPORT, EXHIBIT B**, attached and incorporated herein, along with any supporting documentation including, but not limited to, receipts and personnel timecards and/or time studies. County shall make payment within 30 days of receipt of Contractor's correct and approved billhead or invoice and supporting documentation. Upon termination, expiration, or cancellation of this agreement, Contractor shall submit a final invoice to County within 15 days of termination, expiration, or cancellation of this agreement.
- B. Compensation under this agreement shall be reduced by applicable contractor revenues. The term "applicable contractor revenues" refers to those receipts or reductions in expenditures or costs which operate to offset or reduce expense or cost items that are allocable to Contractor's compensation under this agreement (such as but not limited to: purchase discounts, rebates or allowances, insurance refunds and adjustments or overpayment, or other erroneous charges). To the extent that applicable contractor revenues, accruing or received by Contractor relate

to allowable costs, they shall be credited to County either as a reduction, or a cash refund, as appropriate.

- C. Should County, or the state or federal government, disallow any amount claimed by 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 5. TERM OF AGREEMENT.

- A. This agreement shall commence as of July 1, 2018, and shall end June 30, 2021.
- B. Notwithstanding the foregoing, County shall not be obligated for payments hereunder for any future County fiscal year unless or until County's Board of Supervisors appropriates funds for this agreement in County's budget for that County fiscal year. In the event that funds are not appropriated for this agreement, then this agreement shall end as of June 30 of the last County fiscal year for which funds for this agreement were appropriated. For the purposes of this agreement, the County fiscal year commences on July 1 and ends on June 30 of the following year. County shall notify Contractor in writing of such non-appropriation at the earliest possible date.

Section 6. 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 for cause 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 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 to the other Party.
- C. County may terminate this agreement immediately upon oral notice should funding cease or be materially decreased during the term of this agreement.
- D. County's right to terminate this agreement may be exercised by the Shasta County Board of Supervisors, the County Executive Officer, the Director or any HHSA Branch Director designated by the Director.
- E. 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.
- F. If this agreement is terminated, Contractor shall only be paid for services satisfactorily completed and provided prior to the effective date of termination.

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

- A. This agreement supersedes all previous agreements relating to the subject of this agreement and constitutes the entire understanding of the Parties hereto. 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. Notwithstanding the foregoing, line item shifts may be approved in writing as set forth in Section 4.B. 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 the Director, or any HHS Branch Director designated by the Director, provided that the amendment is in substantially the same format as the County's standard format amendment contained in the Shasta County Contracts Manual (Administrative Policy 6-101).
- C. The headings that appear in this agreement are for reference purposes only and shall not affect the meaning or construction of this agreement.
- D. If any ambiguity, inconsistency, or conflict exists or arises between the provisions of this agreement and the provisions of any of this agreement's exhibits or appendices, the provisions of this agreement shall govern.

Section 8. NONASSIGNMENT OF AGREEMENT; NON-WAIVER.

Inasmuch as this agreement is intended to secure the specialized services of 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 9. EMPLOYMENT STATUS OF CONTRACTOR.

Contractor shall, during the entire term of this agreement, be construed to be an independent contractor, and nothing in this agreement is intended nor shall be construed to create an employer-employee relationship, a joint venture relationship, or to allow County to exercise discretion or control over the professional manner in which Contractor performs the work or services that are the subject matter of this agreement; provided, however, that the work or services to be provided by Contractor shall be provided in a manner consistent with the professional standards applicable to such work or services. The sole interest of County is to ensure that the work or services shall be rendered and performed in a competent, efficient, and satisfactory manner. Contractor shall be fully responsible for payment of all taxes due to the State of California or the federal government that would be withheld from compensation if Contractor were a County employee. 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 nor shall Contractor 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 10. 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 or 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, 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 11. 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 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 the *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 obtain and maintain continuously a policy of Errors and Omissions coverage with limits of liability of not less than \$1 million per occurrence.
- D. 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.
- E. 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*. 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 the 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 12. 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 13. 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 work or services to be provided pursuant to this agreement.
- B. Contractor shall comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act [42 U.S.C. 1857(h)], section 508 of

the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15).

- C. 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.
- D. Contractor represents that Contractor is in compliance with and agrees that Contractor shall continue to comply with the Americans with Disabilities Act of 1990 (42 U.S.C. section 12101, *et seq.*), the Fair Employment and Housing Act (Government Code sections 12900, *et seq.*), and regulations and guidelines issued pursuant thereto.
- E. Contractor shall comply with the Federal Rehabilitation Act of 1973, section 504.
- F. Contractor and Contractor's officers, employees, and agents shall comply with the policies of Shasta County adopted pursuant to the Deficit Reduction Act of 2005 §6032.
- G. For all services, Contractor shall comply with all applicable Medi-Cal Specialty Mental Health Services regulations; section 14680 of the Welfare and Institutions Code; and the California Code of Regulations, Title 9, Chapter 11.
- H. Contractor shall comply with all applicable provisions of Part 2 of Division 5 of the Welfare and Institutions Code, (commencing at section 5600 *et seq.*), Title 9 and Title 22 of the California Code of Regulations, the State of California Department of Health Care Services Cost Reporting/Data Collection Manual ("CR/DC"), and prior State of California Department of Mental Health Policy Letters.
- I. Contractor shall comply with all applicable County, state and federal laws, ordinances, rules and regulations now in effect or hereafter enacted, pertaining to the provision of Medi-Cal Specialty Mental Health Services, each of which are hereby made a part hereof and incorporated herein by reference including, but not limited to, California Code of Regulations, title 9, section 1810.436, subd. (a)(1) - (5), which provides (in substance) that:
 - 1. Medi-Cal beneficiaries shall receive the same level of care as provided to all other patients served;
 - 2. Medi-Cal beneficiaries shall not be discriminated against in any manner;
 - 3. Contractor shall make all records, Program compliance, and beneficiary complaints available for authorized review and fiscal audit whenever requested to do so by County, state, or federal authorities;
 - 4. Compensation paid pursuant to this agreement is considered to be payment in full; and
 - 5. Contractor shall adhere to Title XIX of the Social Security Act and conform to all other applicable federal and state statutes and regulations.

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

Section 14. ACCESS TO RECORDS; RECORDS RETENTION.

- A. County, federal, and state officials shall have access to any books, documents, papers, and records of 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 payment 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.
- D. The Director or his or her designee shall have the right to oversee, monitor and specify the kind, quality, appropriateness, timeliness and amount of the services and the criteria for determining the persons and Clients to be served within this agreement. Contractor agrees to extend to the Director, or his or her designee, and to the State of California Department of Health Care Services, the United States Department of Health and Human Services, the Comptroller General of the United States and other authorized state and federal agencies or their duly authorized representatives, the right to review, monitor, and evaluate Contractor's Programs, books, records or procedures at any reasonable time.
- E. Contractor shall be subject to the examination and audit of the Department or Auditor General for a period of three years after final payment under contract

(Government Code §8546.7). Contractor agrees to maintain and present, until six years after termination of this Agreement and final payment from County to Contractor, to permit the California Department of Health Care services or any duly authorized representative to have access to, examine or audit any pertinent books, documents, papers and records related to this agreement and to allow interviews of any employees who might reasonable have information related to such records.

Section 15. 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 or failure to implement lawfully served wage and earnings assignment orders or notices of assignment relating to child, family, and spousal support obligations shall constitute a default under this agreement. Contractor's failure to cure such default within 90 days of notice by County shall be grounds for termination of this agreement.

Section 16. LICENSES AND PERMITS.

- A. Contractor and Contractor's officers, employees, and agents providing services pursuant to this agreement, shall possess and maintain all necessary licenses, permits, certificates, and credentials required by the laws of the United States, the State of California, the County of Shasta, and all other appropriate governmental agencies, including any certification and credentials required by County. Failure to maintain the licenses, permits, certificates, and credentials shall be deemed a breach of this agreement and constitutes grounds for the termination of this agreement by County.
- B. With respect to Contractor's Site(s), Contractor shall comply with all applicable County, state and federal licensing requirements and shall obtain all applicable licenses and display the same in a location on Contractor's Site(s) that is reasonably conspicuous. Failure to maintain the licensing requirements shall be deemed a breach of this agreement and may be, at County's sole discretion, grounds for the termination of this agreement pursuant to Section 7.A. of this agreement.
- C. Contractor shall obtain a copy of the most recent Fire Marshall Clearance for each school based service delivery site at the start of each school year and retain Fire Marshall Clearance for review as requested by County and/or the State of California Department of Health Care Services.
- D. Contractor shall immediately advise County of any investigation or adverse action taken against it, or against its officers, employees, and agents providing services pursuant to this agreement, by state or federal agencies and/or professional licensing organizations.

Section 17. PERFORMANCE STANDARDS.

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

Section 18. CONFLICTS OF INTEREST.

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

Section 19. NOTICES.

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

If to County: Director of HHSA Adult Services Branch
Attn: Contracts Unit
2640 Breslauer Way
Redding, CA 96001
Tel: (530) 225-5900
Fax: (530) 225-5977

If to Contractor: Executive Director
Northern Valley Catholic Social Service
2400 Washington Ave.
Redding, CA 96001
Tel: (530) 241-0552
Fax: (530) 241-6457

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

Section 20. AGREEMENT PREPARATION.

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

Section 21. COMPLIANCE WITH POLITICAL REFORM ACT.

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 sections 53234, *et seq.*

Section 22. 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 23. SEVERABILITY.

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

Section 24. COUNTY'S RIGHT OF SETOFF.

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

Section 25. CONFIDENTIALITY.

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

Section 26. FINANCIAL RECORDS.

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

Section 27. FINANCIAL REPORTING.

Contractor shall provide financial information and/or records pertaining to Contractor's agency including, but not limited to: audited financial statement from audit prepared in accordance with Circular No. A-133 of the Office of Management and Budget of the Executive Office of the President of the United States ("OMB") and performed by a

qualified Certified Public Accountant (submitted annually to County within 30 days of Contractor's receipt of financial statement); IRS form 990 and all supporting schedules (submit to County within 30 days of filing); notice to County of any tax delinquency including but not limited to property, sales, income, and payroll taxes (submit to County within 10 days of receipt of notice or knowledge of delinquency). All financial information shall be submitted to Shasta County Health and Human Services Agency, Business and Support Services, Attention: HHSA Fiscal Manager, P.O. Box 496005, Redding, CA 96049-6005. Contractor shall provide additional financial information as requested by County within 30 days of receiving such request. Contractor shall fully cooperate with County in providing any financial information and/or records requested by County concerning this agreement. This Section shall survive the termination, expiration or cancellation of this agreement for the period of time necessary to submit all required financial reporting to County as prescribed herein.

Section 28. PERSONNEL.

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

Section 29. AGREEMENT SUPERVISION.

- A. The Director, or any HHSA Branch Director designated by the Director, shall be the County representative authorized and assigned to represent the interests of the County and to determine if the terms and conditions of this agreement are carried out.
- B. County shall monitor the performance of Contractor's services on an ongoing basis for compliance with the terms and conditions of this agreement.

Section 30. NOTICE OF RIGHTS.

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

Section 31. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT.

The Parties acknowledge the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations ("HIPAA"). Contractor understands and agrees that, as a provider of medical treatment services, it is a "covered entity" under HIPAA and, as such, has obligations with respect to the confidentiality, privacy, and security of patients' medical information, and must take certain steps to preserve the confidentiality of this information, both internally and externally, including the training of staff and the establishment of proper procedures for the release of such information. The Parties acknowledge their

separate and independent obligations with respect to HIPAA, and that such obligations relate to transactions and code sets, privacy, and security. Contractor understands and agrees that it is independently responsible for compliance with HIPAA and agrees to take all necessary and reasonable actions to comply with the requirements of HIPAA related to transactions and code sets, privacy, and security. Contractor agrees that, should it fail to comply with its obligations under HIPAA, it shall indemnify and hold harmless County (including County's officers, employees, and agents), for damages that are attributable to such failure. The indemnification provided for in this section is in addition to, and does not in any way limit, the hold harmless, indemnification, and defense obligations of Contractor that are provided for in Section 10.

[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: _____

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

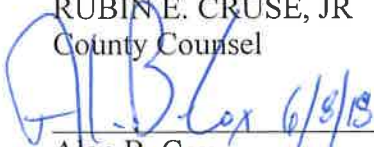
ATTEST
LAWRENCE G. LEES
Clerk of the Board of Supervisors

By: _____
Deputy

Approved as to form:

RISK MANAGEMENT APPROVAL

RUBIN E. CRUSE, JR.
County Counsel



Alan B. Cox
Deputy County Counsel


James Johnson
Risk Management Analyst

CONTRACTOR

Date: 6.12.18



CATHLEEN WYATT
NVCSS Executive Director

Tax I.D.#: On File

**EXHIBIT A
NORTHERN VALLEY CATHOLIC SOCIAL SERVICE
BUDGET**

Shasta County Health & Human Services Agency
1810 Market Street
Redding, CA 96001

NVCSS
2600 Washington Ave.
Redding, CA 96001

Multi-Year Service Budgets

Budget		Budget Period 07/01/2018 - 06/30/2019	Budget Period 7/01/2019- 6/30/2020	Budget Period 7/01/2020- 6/30/2021	Total Budgeted Costs
Personnel/Position	FTE				
Housing Director	2.5%	2,209	2,209	2,209	6,627
Program Technician	35%	10,985	10,985	10,985	32,955
					0
Fringe Benefits		6,714	6,714	6,714	20,141
Total Salary and Benefits		\$19,908	\$19,908	\$19,908	\$59,725
Operating Expenses					
Office Expenses/Supplies		100	100	100	300
Rents/Leases		1,200	1,200	1,200	3,600
Utilities/Communications		800	800	800	2,400
Travel		300	300	300	900
Insurance		750	750	750	2,250
Postage		50	50	50	150
Copies		100	100	100	300
Maintenance Labor and Supplies		270	270	270	810
Total Operating Expenses		\$3,570	\$3,570	\$3,570	\$10,710
Other Expenses					
Fixed Assets		0	0	0	0
Total Other Expenses		0	0	0	0
Total Expenses		\$3,570	\$3,570	\$3,570	\$10,710
Administrative Cost (Not to exceed 15% of Total Expenses)		\$3,522	\$3,522	\$3,522	\$10,565
Totals		\$27,000	\$27,000	\$27,000	\$81,000

FOR COUNTY USE ONLY:

Cost Center

Account Code

Project Code

Activity Code

Exhibit A.2. Expenditure Report

Shasta County Health & Human Services P.O. Box 496005 Redding, CA 96049-0005			NVCSS 2600 Washington Avenue Redding, CA 96001		
Check for final Invoice / Report <input type="checkbox"/>		Date of Report			
Term of Contract:		Contract Term Here			
Period of Report					
Budget Category (1)	Approved Budget (2)	This Period (3)	Previous Periods (4)	YTD (5)	Remaining Balance (6)
Personnel/Position(FTE)					
Personnel	\$ -	\$ -	\$ -	\$ -	\$ -
Personnel	\$ -	\$ -	\$ -	\$ -	\$ -
Personnel	\$ -	\$ -	\$ -	\$ -	\$ -
Personnel	\$ -	\$ -	\$ -	\$ -	\$ -
Personnel	\$ -	\$ -	\$ -	\$ -	\$ -
Fringe Benefits	\$ -	\$ -	\$ -	\$ -	\$ -
Total Salary and Benefits	\$ -	\$ -	\$ -	\$ -	\$ -
Operating Expenses					
Office Expenses	\$ -	\$ -	\$ -	\$ -	\$ -
Utilities/Communication	\$ -	\$ -	\$ -	\$ -	\$ -
Training and Travel	\$ -	\$ -	\$ -	\$ -	\$ -
Communications	\$ -	\$ -	\$ -	\$ -	\$ -
Insurance	\$ -	\$ -	\$ -	\$ -	\$ -
Printing	\$ -	\$ -	\$ -	\$ -	\$ -
Client Support	\$ -	\$ -	\$ -	\$ -	\$ -
(OTHER - Please Specify)	\$ -	\$ -	\$ -	\$ -	\$ -
(OTHER - Please Specify)	\$ -	\$ -	\$ -	\$ -	\$ -
(OTHER - Please Specify)	\$ -	\$ -	\$ -	\$ -	\$ -
Total Operating Expenses	\$ -	\$ -	\$ -	\$ -	\$ -
Other Expenses					
Fixed Assets	\$ -	\$ -	\$ -	\$ -	\$ -
(OTHER - Please Specify)	\$ -	\$ -	\$ -	\$ -	\$ -
(OTHER - Please Specify)	\$ -	\$ -	\$ -	\$ -	\$ -
Total Other Expenses	\$ -	\$ -	\$ -	\$ -	\$ -
Total Expenses	\$ -	\$ -	\$ -	\$ -	\$ -
Administrative Cost (Not to Exceed 15% of Total Expenses)	\$ -	\$ -	\$ -	\$ -	\$ -
Invoice Total	\$ -	\$ -	\$ -	\$ -	\$ -

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 heretofore been paid, and that the amount herein is justly due this claimant, and that the same is presented within one year after the last item thereof has accrued. Furthermore, if I am a county or district employee, 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 flier miles, and room-stay rewards.

Authorized Fiscal Signature

Date

EXHIBIT C

New Path Housing Program Outcome Measures Quarterly Report

COMPLETED FORM MAY BE MAILED or FAXED

Shasta County Health and Human Services Agency
Adult Services Branch
ATTN: Board and Care Coordinator
2640 Breslauer Way, Redding CA 96001
Fax Number: (530) 245-6752
ATTN: Board and Care Coordinator

Report Quarter: _____ to _____

1	Number of unduplicated Shasta County chronically homeless clients the Program assisted in the acquisition of affordable housing.	
2	Total number of unduplicated Shasta County accepted client referrals received for potential candidacy for the Program.	
3	Total number of unduplicated Shasta County clients who received Rent Subsidies. Total dollar amount spent on these subsidies:	<div>\$ _____</div>
4	Total number of unduplicated Shasta County clients who have completed housing application packets.	
5	Average length of stay for those who have received housing services this fiscal year.	

REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS

BOARD MEETING DATE: July 24, 2018

CATEGORY: Consent - Health and Human Services-7.

SUBJECT:

Renewal Agreement with Sail House, Inc. for the Provision of Adult Residential Services

DEPARTMENT: Health and Human Services Agency-Adult Services

Supervisory District No. : All

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

STAFF REPORT APPROVED BY: Dean True, Branch Director, HHSA Adult Services

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

RECOMMENDATION

Approve and authorize the Chairman to sign a retroactive renewal agreement with The Sail House, Inc. in an amount not to exceed \$600,000 to provide enhanced residential care home services for the period July 1, 2018 through June 30, 2021.

SUMMARY

This renewal agreement will allow The Sail House, Inc. (Sail House) to continue to provide enhanced services within a board and care setting to support Shasta County individuals with severe and persistent mental illness in the least restrictive environment possible.

DISCUSSION

Sail House operates two residential care facilities in Red Bluff, CA. Both of these facilities are Adult Residential Board and Care facilities licensed with the State of California Community Care Licensing which provides non-acute 24-hour residential care to individuals with mental illness. Often these clients are considered “full service partners” under the Mental Health Services Act where enhanced resources are available to support the clients’ recovery. Currently, Shasta County has nine clients placed at Sail House.

Board and care programs offer mental health clients a less restricted level of housing and care than a locked facility such as an Institution of Mental Disease, state hospital, or acute psychiatric hospital. Board and care facilities, such as Sail House, also provide assistance with daily living activities that include monitoring medication compliance, providing recreational opportunities and transportation to medical appointments and other activities in the community. While the client contributes toward the monthly cost with their social security income, an additional average rent subsidy of \$801 to \$910 a month is needed to provide residential services. The primary purpose of the rent subsidy paid by the County is to ensure sufficient staffing for the increased level of care needed for clients as determined by their individual needs and service plan. Sail House works closely with Shasta County staff to review and monitor the progress of each client toward their treatment goals. Under the terms of the agreement, HHSA Adult Services staff will provide referral, authorization, and reauthorization for approved clients residing at Sail House.

The agreement also allows for the Health and Human Services Agency Director, or any Branch Director designated by the HHSA Director, to approve rate changes made by Contractor, in writing and in advance, provided that the increase in any single Contractor rate shall not exceed 10 percent over the original rate, per fiscal year, during the entire term of this agreement and provided further that the rate increase shall not increase the total compensation payable under this agreement. The retroactive nature of this agreement is due to negotiations that took longer than expected.

ALTERNATIVES

The Board could choose not to approve the agreement or direct the department to renegotiate the terms.

OTHER AGENCY INVOLVEMENT

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

FINANCING

This renewal agreement is funded with Mental Health Services Act (MHSA) Community Services and Supports funding and a combination of 1991 and 2011 realignment. Sufficient appropriation authority for the agreement is included in the Fiscal Year 2018-19 MHSA (BU 404) and Mental Health (BU 410) Adopted Budgets. Costs are on a fee-for-service basis and only incurred when a Shasta County resident is authorized by the County for services at Sail House. Rent subsidies paid by County account for less than 50 percent of the board and care costs. There is no additional General Fund impact from the recommended action.

ATTACHMENTS:

Description	Upload Date	Description
Agreement	7/3/2018	Agreement

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

This 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 The Sail House, Inc., a California corporation ("Contractor"), (collectively, the "Parties" and individually a "Party") for the purpose of providing an augmentation program for residential care home services and residential care home services for the elderly.

Section 1. RESPONSIBILITIES OF CONTRACTOR.

Clients of County ("Clients") may be placed by County in Contractor's facility at 21125 Luther Road, Red Bluff, California ("Sail House") a residential care home, or 70 Gilmore Road, Red Bluff, CA ("Gilmore Place") a residential care home for the elderly (collectively "Facility"), to receive residential care home services upon referral of the Client by County. Upon such placement, Contractor shall:

- A. Comply with the licensing requirements for Adult Residential Facilities pursuant to California Code of Regulations (CCR), Title 22, Division 6, Chapters 6 and 8.
- B. Prior to admission of each Client, complete a written Needs and Services Plan ("Plan") pursuant to all requirements set forth in CCR Title 22, Division 6, Chapter 1, Article 6, section 80068.2 and Chapter 6, Article 6, section 85068.2.
- C. Provide those services identified in each Client's Plan, as necessary, to meet the Client's needs pursuant to CCR Title 22, Division 6, Chapter 1, Article 6, section 80078 and Chapter 6, Article 6, section 85078.
- D. Update the Plan for each Client as frequently as necessary pursuant to all requirements set forth in CCR Title 22, Division 6, Chapter 1, Article 6, section 80068.3 and Chapter 6, Article 6, section 85068.3 to ensure the accuracy of each Plan, and to document significant occurrences that result in changes in each Client's physical, mental and/or social functioning.
- E. Participate in meetings with County case managers, as may be called by County, to review the progress of each Client, medication dosage and compliance (as documented in each Client's medication records), recreation participation, and specific Client problems.
- F. Complete, when necessary, conservatorship appointment and reappointment paperwork with input from County.
- G. Submit quarterly status reports, attached and incorporated herein as **Exhibits A & B**, to County during the term of this agreement for each Client placed in the Facility. For purposes of this agreement, quarterly shall mean no later than 20 days after the end of each calendar quarter (i.e., April 20, July 20, October 20, and January 20) during the time this agreement is in effect.
- H. Provide planned recreational activities for all Clients pursuant to all requirements set forth in CCR Title 22, Division 6, Chapter 6, Article 6, section 85079.

- I. Provide meals for all Clients pursuant to all requirements set forth in CCR Title 22, Division 6, Chapter 8, Article 10, section 87555.
- J. By the 10th day of each month during the term of this agreement, submit to County Board and Care Coordinator a calendar of activities for the prior month provided or arranged by Contractor for Clients placed in the Facility.
- K. Allow County staff reasonable access to: (1) all areas of Contractor's Facility wherein a Client is currently placed, or had been placed, pursuant to this agreement, at any time and; (2) such data as will allow for the meaningful evaluation and monitoring of Contractor's provided quality of care by County.
- L. Maintain buildings, grounds, fixtures, furniture, equipment, and supplies pursuant to all requirements set forth in CCR Title 22, Division 6, Chapter 1, Article 6, sections 80086-80088, and Chapter 6, sections 85087-85088. Bathroom fixtures, floor coverings, décor and furnishings at Facility shall be clean, in good repair, and free of rips, stains and hazards.
- M. Employ legally certified and licensed staff as necessary to ensure provision of care and supervision to meet Client needs pursuant to all requirements set forth in CCR Title 22, Division 6, Chapter 1, Article 6, sections 80077.2 through 80078, and Chapter 6, Article 6, section 85065.
- N. Provide supports and opportunities to Clients which allow them to develop skills for daily living and to prepare them to re-enter the work force. These supports may include health promotion and prevention, social skill development, training in basic housekeeping, hygiene and personal care, budgeting and money management. By the 10th day of each month during the term of this agreement, submit to County Board and Care Coordinator a calendar of skill development activities offered and participated in for the prior month.
- O. Develop and implement an augmentation program to assist Clients in developing skills for independent living. Client participation will be based on the Client's Plan. The augmentation program shall include training on budgeting and personal shopping, managing medications, using public transportation, and developing social networks. By the 10th day of each month during the term of this agreement, submit to County Board and Care Coordinator documentation of training activities offered and participated in for the prior month.
- P. Develop and implement a plan to meet Client medical and dental care needs pursuant to CCR Title 22, Division 6, Chapter 6, Article 6, section 85075(b), and provide transportation for Clients to medical and dental care appointments pursuant to CCR Title 22, Division 6: Chapter 1, Article 6, section 80075(a); and, Chapter 8, Article 8, section 87465, even when transportation is required outside of county of Contractor's Facility.
- Q. 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 Mental Health Services Act."
- R. 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 the agreement and all subcontracts under the

agreement relating to the preparation of the document or written report. If multiple documents or written reports are the subject of the agreement or subcontracts, the disclosure section may also contain a statement indicating that the total agreement amount represents compensation for multiple documents or written reports. 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."

Section 2. RESPONSIBILITIES OF COUNTY.

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

- A. Through the Health and Human Services Agency ("HHS") Director ("Director") or any HHS Branch Director, designated by the Director, shall refer Clients, in writing (Written Authorization), to Contractor for placement in the Facility.
- B. Evaluate program outcomes as it relates to individual Plans of Clients placed at Contractor's Facility. County shall provide no more than 40 hours of technical assistance to Contractor to support Contractor in data collection, tracking, and reporting of outcome goals.
- C. So long as a particular Client remains at the Facility, the authorization for services at the Facility for that Client shall be reviewed by the Director or any HHS Branch Director designated by the Director, at least once every six months.
- D. Call for meetings with Provider to review the progress of each Client, medication dosage and compliance (as documented in each Client's medication records), recreation participation, and specific Client problems.
- E. Provide input to the Provider, when necessary, on completion of conservatorship appointment and reappointment paperwork.
- F. Compensate Contractor pursuant to the terms and conditions of this agreement.
- G. Not compensate Contractor for services in the absence of Written Authorization.
- H. Monitor and evaluate the performance of Contractor throughout the term of this agreement.

Section 3. COMPENSATION.

- A. In consideration of the services rendered by Contractor pursuant to this agreement, County shall pay Contractor on a monthly basis at the following rates per day per bed, excluding the day of discharge, for each Client admitted for services: \$25.40 in County fiscal year (FY) 2018-19, \$26.70 for FY 2019-20, and \$28.00 for FY 2020-21 at The Sail House; \$28.90 for FY 2018-19, \$30.30 for FY 2019-20, and \$31.80 for FY 2020-21 at Gilmore Place. Payment to Contractor for days during a particular month when a Client is temporarily absent from the Facility is limited to a total of seven days per month and is allowable only if the County determines the absence is:
 - 1. Consistent with the Client's Plan;
 - 2. Necessary for the Client's progress or maintenance at the level of care furnished by Contractor pursuant to this agreement;
 - 3. Planned or anticipated; and

4. The absence, as well as the purpose of the absence, is documented.
- B. Notwithstanding the above, payment to Contractor for days during a particular month when a Client is temporarily absent, due to acute hospital or acute non-hospital (psychiatric health facility) treatment, or for treatment in other facilities which meet the staffing standards prescribed in the CCR, Title 9, section 663, is limited to 10 days per month. Payment for the days the Client is temporarily absent due to the reasons described in this provision (section 3.B.), is allowable if such treatment is necessary as determined by County for the Client to return to the level of care furnished by Contractor pursuant to this agreement, and if the purpose is documented in writing by Contractor.
- C. The maximum amount payable to Contractor pursuant to this agreement shall be \$200,000 per FY. In no event shall the maximum compensation exceed \$600,000 during the entire term of this agreement.
- D. No changes, amendments, or alterations to this agreement shall be effective unless in writing and signed by both Parties. However, minor amendments, including retroactive and prospective rate changes, 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 HHSA Director, or any HHSA Branch Director designated by the HHSA Director, provided that the amendment is in substantially the same format as the County's standard format amendment contained in the Shasta County Contracts Manual (Administrative Policy 6-101).
- E. Contractor's violation or breach of agreement terms may result in fiscal penalties, withholding of compensation, or termination of agreement.

Section 4. BILLING AND PAYMENT.

- A. Contractor shall submit to HHSA Business and Support Services, Attn: Accounts Payable, P.O. Box 496005, Redding, CA 96049-6005, a monthly itemized statement of services rendered by the 15th day of each month for services rendered the preceding month, which shall include: (1) name of Client with each Client's admission and/or discharge date; and (2) number of days utilized, including any temporary absence days billed pursuant to sections 3.A. and 3. B. of this agreement, by each Client pursuant to this agreement. County shall make payment within 30 days of receipt of Contractor's complete, correct, and approved statement. For the final month or portion thereof that this agreement is in effect, Contractor shall submit a final statement for services rendered for the final month or portion thereof that this agreement was in effect, by the 15th of the following month, and County shall make payment of the final correct and approved statement by the 30th of that following month. For purposes of effectuating payment of compensation, this provision shall survive the termination or expiration of this agreement.
- B. Compensation under this agreement shall be reduced by applicable contractor revenues. The term "applicable contractor revenues" refers to those receipts or reductions in expenditures or costs which operate to offset or reduce expense or cost items that are allocable to Contractor's compensation under this agreement (such as but not limited to: purchase discounts, rebates or allowances, insurance refunds and adjustments or overpayment, or other erroneous charges). To the extent that applicable contractor revenues, accruing or received by Contractor relate to allowable reduction, or a cash refund, as appropriate.

Section 5. TERM OF AGREEMENT.

The term of this agreement shall commence July 1, 2018 and shall end June 30, 2021. Notwithstanding the foregoing, County shall not be obligated for payments hereunder for any future County fiscal year unless or until County's Board of Supervisors appropriates funds for this agreement in County's budget for that County fiscal year. In the event that funds are not appropriated for this agreement, then this agreement shall end as of June 30 of the last County fiscal year for which funds for this agreement were appropriated. For the purposes of this agreement, the County fiscal year commences on July 1 and ends on June 30 of the following year. County shall notify Contractor in writing of such non-appropriation at the earliest possible date.

Section 6. 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 for cause 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 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. County may terminate this agreement without cause on 30 days written notice to Contractor.
- C. County may terminate this agreement immediately upon oral notice should funding cease or be materially decreased during the term of this agreement.
- D. County's right to terminate this agreement may be exercised by the Shasta County Board of Supervisors, the Shasta County Executive Officer, County's HHSA Director or any HHSA Branch Director designated by the Director.
- E. 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.
- F. If this agreement is terminated, Contractor shall only be paid for services satisfactorily completed and provided prior to the effective date of termination.

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

- A. This agreement supersedes all previous agreements relating to the subject of this agreement and constitutes the entire understanding of the Parties hereto. 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. In addition to the provisions of Section 3. D. of this Agreement, 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 Director or any HHSA Branch Director designated by

the Director, provided that the amendment is in substantially the same format as the County's standard format amendment contained in the Shasta County Contracts Manual (Administrative Policy 6-101).

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

Section 8. NONASSIGNMENT OF AGREEMENT; NON-WAIVER.

Inasmuch as this agreement is intended to secure the specialized services of 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 9. EMPLOYMENT STATUS OF CONTRACTOR.

Contractor shall, during the entire term of this agreement, be construed to be an independent contractor, and nothing in this agreement is intended nor shall be construed to create an employer-employee relationship, a joint venture relationship, or to allow County to exercise discretion or control over the professional manner in which Contractor performs the work or services that are the subject matter of this agreement; provided, however, that the work or services to be provided by Contractor shall be provided in a manner consistent with the professional standards applicable to such work or services. The sole interest of County is to insure that the work or services shall be rendered and performed in a competent, efficient, and satisfactory manner. Contractor shall be fully responsible for payment of all taxes due to the State of California or the federal government that would be withheld from compensation if Contractor were a County employee. 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 nor shall Contractor 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 10. 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 11. 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 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 obtain and maintain continuously a policy of Errors and Omissions coverage with limits of liability of not less than \$1 million per occurrence.
- D. 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.
- E. 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 the 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 12. 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 13. 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 work or 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.
- C. Contractor represents that Contractor is in compliance with and agrees that Contractor 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 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. In addition to any other provisions of this agreement, Contractor shall be solely responsible for any and all damages caused, and/or penalties levied, as the result of Contractor noncompliance with the provisions of this section.

Section 14. ACCESS TO RECORDS; RECORDS RETENTION.

- A. County, federal, and state officials shall have access to any books, documents, papers, and records of 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 payment 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 15. 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 or failure to implement lawfully served wage and earnings assignment orders or notices of assignment relating to child, family, and spousal support obligations shall constitute a default under this agreement. Contractor's failure to cure such default within 90 days of notice by County shall be grounds for termination of this agreement.

Section 16. LICENSES AND PERMITS.

- A. Contractor, and Contractor's officers, employees, and agents performing the work or services required by this agreement, shall possess and maintain all necessary licenses, permits, certificates, and credentials required by the laws of the United States, the State of California, the County of Shasta, and all other appropriate governmental agencies, including any certification and credentials required by County. Failure to maintain the licenses, permits, certificates, and credentials shall be deemed a breach of this agreement and constitutes grounds for the termination of this agreement by County.
- B. Contractor shall immediately advise County of any investigation or adverse action taken against it, or its principals, partners, officers, employees, subcontractors or agents providing services pursuant to this agreement, by state or federal agencies and/or professional licensing organizations.

Section 17. PERFORMANCE STANDARDS.

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

Section 18. CONFLICTS OF INTEREST.

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

Section 19. NOTICES.

- A. Except as provided in section 6.C. of this agreement (oral notice of termination due to insufficient funding), any notices required or permitted pursuant to the terms and provisions of this agreement shall be given to the appropriate Party at the address

specified below or at such other address as the Party shall specify in writing Such notice shall be deemed given: (1) upon personal delivery; or (2) if sent by first class mail, postage prepaid, two days after the date of mailing.

If to County: Branch Director
HHSA Adult Services Branch
Attn: Contracts Unit
2640 Breslauer Way
Redding, CA 96001
Phone: (530) 225-5900
Fax: (530) 225-5977

If to Contractor: President
The Sail House, Inc.
P.O. Box 1007
Red Bluff, CA 96080
Tel: (530) 527-5780
Fax: (530) 529-5965

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

Section 20. AGREEMENT PREPARATION.

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

Section 21. COMPLIANCE WITH POLITICAL REFORM ACT.

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 sections 53234, *et seq.*

Section 22. 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 23. SEVERABILITY.

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

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

Section 24. CONFIDENTIALITY.

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 25. CONFIDENTIALITY OF PATIENT INFORMATION.

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

Section 26. OBLIGATIONS.

The terms and conditions of this agreement shall not inure to the benefit of any person or entity not a signatory to this agreement. Contractor recognizes that County is under no obligation to place any Clients in the Facility.

Section 27. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT.

The Parties acknowledge the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations ("HIPAA"). Contractor understands and agrees that, as a provider of medical treatment services, it is a "covered entity" under HIPAA and, as such, has obligations with respect to the confidentiality, privacy, and security of patients' medical information, and must take certain steps to preserve the confidentiality of this information, both internally and externally, including the training of staff and the establishment of proper procedures for the release of such information. The Parties acknowledge their separate and independent obligations with respect to HIPAA, and that such obligations relate to transactions and code sets, privacy, and security. Contractor understands and agrees that it is independently responsible for compliance with HIPAA and agrees to take all necessary and reasonable actions to comply with the requirements of HIPAA related to transactions and code sets, privacy, and security. Contractor agrees that, should it fail to comply with its obligations under HIPAA, it shall indemnify and hold harmless County (including County's officers, employees, and agents), for damages that are attributable to such failure. The indemnification provided for in this section is in addition to, and does not in any way limit, the hold harmless, indemnification, and defense obligations of Contractor that are provided for in Section 10.

Section 28. COUNTY'S RIGHT OF SETOFF.

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

[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: _____

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


Alan B. Cox
Deputy County Counsel

RISK MANAGEMENT APPROVAL


James Johnson
Risk Management Analyst

CONTRACTOR

Date: 6/28/18

Date: 06/28/2018


CHRIS CAREY, President


JULIE WILCOX, Secretary

Tax ID: _____ On File

EXHIBIT A

**BOARD AND CARE HOME
QUARTERLY REPORT**

COMPLETED FORM MAY BE MAILED or FAXED

Shasta County Health and Human Services Agency
Adult Services Branch
ATTN: Board and Care Coordinator
2640 Breslauer Way, Redding CA 96001
Fax Number: (530) 245-6752
ATTN: Board and Care Coordinator

Facility Name: _____
Report Period: _____

Prepared by: _____
Date Prepared: _____

Last Name	First Name	Placement Date

During this last quarter, was this client placed in a higher level of care (eg. Psychiatric health facility)? Yes ☐ No ☐

If yes, what date did the placement occur? _____

Has client returned to your facility? Yes ☐ No ☐

If yes, what date did the client return? _____

During the last quarter, was there a change in the client's augmentation services? Yes ☐ No ☐

If yes, briefly describe: _____

Last Name	First Name	Placement Date

During this last quarter, was this client placed in a higher level of care (eg. Psychiatric health facility)? Yes ☐ No ☐

If yes, what date did the placement occur? _____

Has client returned to your facility? Yes ☐ No ☐

If yes, what date did the client return? _____

During the last quarter, was there a change in the client's augmentation services? Yes ☐ No ☐

If yes, briefly describe: _____

For Preparer Use Only: Complete for all Clients receiving a rent subsidy during reporting period.

EXHIBIT B**Contract Outcome Measures
Quarterly Report**COMPLETED FORM MAY BE MAILED or FAXED

Shasta County Health and Human Services Agency
 Adult Services Branch
 ATTN: Board and Care Coordinator
 2640 Breslauer Way, Redding CA 96001
 Fax Number: (530) 245-6752
 ATTN: Board and Care Coordinator

Report Quarter: _____ to _____

1	Number of Clients added to the program.	# accepted	
2	Number of Shasta County clients not admitted to program. (A referral for admittance was sent to program and was declined)	# declined	
3	Number of Clients who discharged. (To get %, divide # of Clients who discharge by total number of Clients.)	# discharged	%
4	Number of adults who received crisis services (5150 evaluation). Target: < 3% (To get %, divide # of Clients receiving crisis services by total # of Clients.)	# receiving	%
5	Number of Clients arrested/detained. Target: < 3% (To get %, divide # of Clients arrested/detained by total # of Clients)	# arrested / detained	%
6	Number of Clients who were admitted to psychiatric hospital. Target: < 3% (To get %, divide # of Clients admitted by total number of Clients.)	# admitted	%
7	Number of Clients moved to a higher level of care. Target: < 3% (To get %, divide # of Clients moved to higher level of care by total # of Clients.)	# moved	%
8	Number of Clients who successfully transitioned to a lower level of care. (To get %, divide # of Clients who moved to a lower level of care by total number of Clients.)	# moved	%

Page 1 of 2 - Outcomes

For any of the above categories which did NOT meet the expected outcome, please discuss below.

1. Number 4 has a less than 3% target measure. If the number of clients who received crisis services was higher than 3%, please explain why:
2. Number 5 has a less than 3% target measure. If the number of clients who were arrested/detained was higher than 3%, please explain why:
3. Number 6 has a less than 3% target measure. If the number of clients who were admitted to a psychiatric hospital was higher than 3%, please explain why:
4. Number 7 has a less than 3% target measure. If the number of clients who were moved to a higher level of care was higher than 3%, please explain why:
5. If any of the above (1-4) questions are answered. Please explain what your plan is over this next quarter to ensure your program can meet the expected target measure:
6. If there were any extenuating circumstances or significant changed over this past quarter, please explain here:

REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS

BOARD MEETING DATE: July 24, 2018

CATEGORY: Consent - Health and Human Services-8.

SUBJECT:

Agreements with California Department of Health Care Services and Partnership HealthPlan of California

DEPARTMENT: Health and Human Services Agency-Business and Support Services

Supervisory District No. : All

DEPARTMENT CONTACT: Tracy Tedder, Branch Director, HHSA Business & Support Services, (530) 229-8419

STAFF REPORT APPROVED BY: Tracy Tedder, Branch Director, HHSA Business & Support Services

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

RECOMMENDATION

Approve and authorize: (1) The Chairman to sign the following documents related to Fiscal Year (FY) 2017-18 Intergovernmental Transfer (IGT) revenue: (a) an agreement with the California Department of Health Care Services (DHCS) pursuant to sections 14164 and 14301.4 of the Welfare and Institutions Code (WIC) for the transfer in an amount not to exceed \$3,070,675, to be used as local matching funds to enable Partnership HealthPlan of California (PHC) to obtain Medi-Cal managed care rate increases for the period July 1, 2017 through December 31, 2020, including the transfer in an estimated amount not to exceed \$614,135 for a 20 percent assessment fee to reimburse DHCS for administrative costs associated with the operation of the IGT program; and (b) a retroactive amendment, effective July 1, 2017, to the agreement with PHC allowing PHC to retain three percent administrative fee for the FY 2017-18 IGT and for payment of Medi-Cal managed care rate increases by PHC and payable to the Shasta County Health and Human Services Agency (HHSA) to support the local safety net through improved behavioral health services, care coordination, oral health services, and/or access to specialty care for Medi-Cal beneficiaries and other underserved populations, for the period July 1, 2017 through June 30, 2020; and (2) approve and authorize the HHSA Director, or his/her designated Branch Director, to sign amendments and other documents, including retroactive, with DHCS and PHC to facilitate the transfer of the FY 2017-18 IGT revenue so long as they do not result in substantial or functional change to the original intent of the agreement(s) and otherwise comply with Administrative Policy 6-101, *Shasta County Contracts Manual*.

SUMMARY

The proposed agreements: (1) permit the transfer of \$3,070,675 from Shasta County to DHCS to be used as local matching funds to obtain federal Medicaid funding and an estimated \$614,135 for a 20 percent assessment fee to reimburse DHCS for administrative costs; (2) amend the HHSA agreement with PHC to permit PHC to retain a three percent administration fee and to pass through additional federal Medicaid funding to Shasta County to enable HHSA to provide health care services to Shasta County residents. On December 5, 2017, the Board approved a Letter of Interest for the FY 2017-18 IGT revenue.

DISCUSSION

The IGT process is a funding strategy under Section 1903(w) (a) of the Social Security Act whereby states and/or local governments can utilize state or local funds to increase federal matching dollars for Medicaid programs. California currently receives a 50 percent match for services provided through Medi-Cal, the California Medicaid program. Currently, the State claims federal funds for use in the Medi-Cal system at a level that is less than the maximum allowable federal funding level. The difference between the maximum allowable federal funding level and the actual amount drawn down by the State is referred to as “headroom.” This “headroom” of unused federal reimbursement is available to be drawn down through an IGT by counties and other public entities covered by a Medi-Cal managed care plan.

PHC, a County Organized Health System, began providing managed health care services for low-income individuals and families eligible for Medi-Cal in Shasta County on September 1, 2013. Shasta County is, therefore, eligible to participate in an IGT for FY 2017-18. The additional Medicaid funds must be used for the provision of health care services to Shasta County residents and cannot be transferred into the County’s General Fund. Per PHC policy, HHSa must use the additional federal Medicaid funds to improve behavioral health services, care coordination, oral health services, and/or access to specialty care for Medi-Cal beneficiaries.

For many years, California Counties covered by Medi-Cal managed care plans have had the opportunity to secure federal matching funds for their local health care expenditures on behalf of the Medi-Cal population. The mechanism for securing these funds involved an IGT, whereby the County transfer’s funds to DHCS, and DHCS then uses the funds to draw down additional federal funding from the federal Center for Medicare and Medicaid Services (CMS), which is then transferred to the Medi-Cal Managed Care health plan for that county. The Medi-Cal Managed Care health plan then makes payments to its contracted Medi-Cal providers which results in the County getting back the transferred funds, along with the matching federal funds that are contained in the Medi-Cal expenditures, less managed care organization (MCO) taxes, and a three percent managed care plan administrative fee.

Shasta County first became a Medi-Cal managed care county in September 2013, and FY 2017-18 is the fifth year for which Shasta County can obtain IGT funds. The eight counties that joined PHC at that time share a regional amount of headroom, which is available to counties, district public hospitals, and fire districts that render medical care. The amount of headroom that each entity can use is determined by how much benefitted medical care was rendered to the Medi-Cal population but was uncompensated by PHC. Based on HHSa’s uncompensated expenditures on behalf of Medi-Cal beneficiaries for PHC benefits during FY 2017-18, HHSa will transfer \$3,070,675 in non-federal funds to DHCS in order to receive back from PHC the original amount transferred plus an additional estimated amount of \$2,238,602 to support health services and programs for Medi-Cal enrollees in FY 2018-19. It is estimated that the transfer of funds from Shasta County to DHCS will occur in late-July or early August 2018, and the funds returning to Shasta County will be transferred from PHC to Shasta County approximately eight weeks later.

DHCS will reconcile “Estimated Member Months” to actual enrollment for the service period of July 1, 2017 through June 30, 2018, using actual enrollment figures taken from DHCS records. Enrollment reconciliation will occur on an ongoing basis as enrollment figures become available. Actual enrollment figures will be considered final two years after June 30, 2018. If this reconciliation results in an increase to the total amount necessary to fund the non-federal share of the payments, Shasta County agrees to transfer any additional funds necessary cover the difference. If this reconciliation results in a decrease to the total amount necessary to fund the non-federal share of the payments DHCS agrees to return the unexpended funds to Shasta County. If Shasta County and DHCS mutually agree, amounts due to or owed by may be offset against future transfers. DHCS has determined that for the service period of July 1, 2017 through June 30, 2018 there will be a 20% assessment fee in an estimated amount of \$614,135 to reimburse DHCS for administrative costs. However, if upon the reconciliation there is a change in the amount transferred that is subject to the 20% assessment fee, then a proportional adjustment to the assessment fee will be made.

The revenues derived from the IGT must be spent on health care services. The main foci are reducing placements of mentally ill individuals in locked facilities, preventing mental health crises and unnecessary utilization of the local hospital emergency departments, integration of substance use disorder treatment into primary care, increasing treatment options for seriously emotionally disturbed children, improving services for parents with children in the foster care system, preventing adverse childhood experiences, piloting substance use treatment services within a federally qualified health center, promoting bonding of mothers with their infants by reducing postpartum depression and perinatal substance use, providing care coordination services for homeless childless adults, enhancing psychiatric services, and refreshing mental health facilities to convey hope

and professionalism to patients.

ALTERNATIVES

The Board could choose not to approve one or more of the agreements and/or the amendment. The Board could also choose to not authorize the HHSA Director to sign any further amendments or other documents.

OTHER AGENCY INVOLVEMENT

County Counsel has approved the agreement and amendment as to form. Risk Management has reviewed and approved the agreement and amendment. HHSA staff have worked closely with PHC consultants and staff to coordinate the FY 2017-18 IGT. The recommendations have been reviewed by the County Administrative Office.

FINANCING

Non-federal funds must be used in an IGT financial transaction. HHSA will use Mental Health and Public Health county realignment funds. Upon receiving the net proceeds from PHC, the original amounts transferred out of Mental Health and Public Health will be returned to the originating cost center and/or fund, and the remainder FY 2017-18 IGT funds will be used for approved health care services. There is no additional General Fund impact with approval of the recommendations.

ATTACHMENTS:

Description	Upload Date	Description
DHCS Agreement	7/13/2018	DHCS Agreement
PHC Amendment 4	7/16/2018	PHC Amendment 4

INTERGOVERNMENTAL AGREEMENT REGARDING TRANSFER OF PUBLIC FUNDS

This Agreement is entered into between the CALIFORNIA DEPARTMENT OF HEALTH CARE SERVICES (“DHCS”) and the COUNTY OF SHASTA, a political subdivision of the State of California (“GOVERNMENTAL FUNDING ENTITY”) with respect to the matters set forth below.

The parties agree as follows:

AGREEMENT

1. Transfer of Public Funds

1.1 The GOVERNMENTAL FUNDING ENTITY agrees to make a transfer of funds to DHCS pursuant to sections 14164 and 14301.4 of the Welfare and Institutions Code. The amount transferred shall be based on the sum of the following rate category per member per month (“PMPM”) contribution increments multiplied by member months:

Funding Entity:	Shasta County Health and Human Services Agency		
Health Plan:	Partnership		
Rating Region:	Regional		
Rate Category	Contribution PMPM	Estimated Member Months	Estimated Contribution (Non-Federal Share)
Child - non MCHIP	\$ 0.62	588,059	\$ 364,596
Child - MCHIP	\$ 0.15	174,625	\$ 26,194
Adult - non MCHIP	\$ 2.21	336,319	\$ 743,264
Adult - MCHIP	\$ 0.53	4,442	\$ 2,354
SPD	\$ 6.33	193,301	\$ 1,223,595
SPD Full Dual	\$ 0.91	265,991	\$ 242,051
BCCTP	\$ 9.76	1,222	\$ 11,927
LTC	\$ 32.27	266	\$ 8,568
LTC Full Duals	\$ 22.92	11,599	\$ 265,849
Optional Expansion 7/2017 - 12/2017	\$ 0.25	331,134	\$ 82,783
Optional Expansion 1/2018 - 6/2018	\$ 0.30	331,647	\$ 99,494
Estimated Total		2,238,602	3,070,675

The GOVERNMENTAL FUNDING ENTITY agrees to initially transfer amounts that are calculated using the Estimated Member Months in the chart above, which will be reconciled to actual enrollment for the service period of July 1, 2017 through June 30, 2018 in accordance with Sub-Section 1.3 of this Agreement. The funds transferred shall be used as described in Sub-Section 2.2 of this Agreement. The funds shall be transferred in accordance with the terms and conditions, including schedule and amount, established by DHCS.

1.2 The GOVERNMENTAL FUNDING ENTITY shall certify that the funds transferred qualify for Federal Financial Participation pursuant to 42 C.F.R. part 433, subpart B, and are not derived from impermissible sources such as recycled Medicaid payments, Federal money excluded from use as State match, impermissible taxes, and non-bona fide provider-related donations. Impermissible sources do not include patient care or other revenue received from programs such as Medicare or Medicaid to the extent that the program revenue is not obligated to the State as the source of funding.

1.3 DHCS shall reconcile the "Estimated Member Months," in Sub-Section 1.1 of this Agreement, to actual enrollment in HEALTH PLAN(S) for the service period of July 1, 2017 through June 30, 2018 using actual enrollment figures taken from DHCS records. Enrollment reconciliation will occur on an ongoing basis as updated enrollment figures become available. Actual enrollment figures will be considered final two years after June 30, 2018. If this reconciliation results in an increase to the total amount necessary to fund the nonfederal share of the payments described in Sub-Section 2.2, the GOVERNMENTAL FUNDING ENTITY agrees to transfer any additional funds necessary to cover the difference. If this reconciliation results in a decrease to the total amount necessary to fund the nonfederal share of the payments described in Sub-Section 2.2, DHCS agrees to return the unexpended funds to the

GOVERNMENTAL FUNDING ENTITY. If DHCS and the GOVERNMENTAL FUNDING ENTITY mutually agree, amounts due to or owed by the GOVERNMENTAL FUNDING ENTITY may be offset against future transfers.

2. Acceptance and Use of Transferred Funds

2.1 DHCS shall exercise its authority under section 14164 of the Welfare and Institutions Code to accept funds transferred by the GOVERNMENTAL FUNDING ENTITY pursuant to this Agreement as IGTs, to use for the purpose set forth in Sub-Section 2.2.

2.2 The funds transferred by the GOVERNMENTAL FUNDING ENTITY pursuant to Section 1 of this Agreement shall be used to fund the non-federal share of Medi-Cal Managed Care actuarially sound capitation rates described in section 14301.4(b)(4) of the Welfare and Institutions Code as reflected in the contribution PMPM and rate categories reflected in the chart set forth in Sub-Section 1.1. The funds transferred shall be paid, together with the related Federal Financial Participation, by DHCS to HEALTH PLAN(S) as part of HEALTH PLAN(S)' capitation rates for the service period of July 1, 2017 through June 30, 2018, in accordance with section 14301.4 of the Welfare and Institutions Code.

2.3 DHCS shall seek Federal Financial Participation for the capitation rates specified in Sub-Section 2.2 to the full extent permitted by federal law.

2.4 The parties acknowledge that DHCS will obtain any necessary approvals from the Centers for Medicare and Medicaid Services.

2.5 DHCS shall not direct HEALTH PLAN(S)' expenditure of the payments received pursuant to Sub-Section 2.2.

3. Assessment Fee

3.1 DHCS shall exercise its authority under section 14301.4 of the Welfare and Institutions Code to assess a 20 percent fee related to the amounts transferred pursuant to Section 1 of this Agreement, except as provided in Sub-Section 3.2. GOVERNMENTAL FUNDING ENTITY agrees to pay the full amount of that assessment in addition to the funds transferred pursuant to Section 1 of this Agreement.

3.2 The 20-percent assessment fee shall not be applied to any portion of funds transferred pursuant to Section 1 that are exempt in accordance with sections 14301.4(d) or 14301.5(b)(4) of the Welfare and Institutions Code. DHCS shall have sole discretion to determine the amount of the funds transferred pursuant to Section 1 that will not be subject to a 20 percent fee. DHCS has determined that \$0.00 of the transfer amounts, will not be assessed a 20 percent fee, subject to Sub-Section 3.3.

3.3 The 20-percent assessment fee pursuant to this Agreement is non-refundable and shall be wired to DHCS separately from, and simultaneous to, the transfer amounts made under Section 1 of this Agreement. If, at the time of the reconciliation performed pursuant to Sub-Section 1.3 of this Agreement, there is a change in the amount transferred that is subject to the 20-percent assessment in accordance with Sub-Section 3.1, then a proportional adjustment to the assessment fee will be made.

4. Amendments

4.1 No amendment or modification to this Agreement shall be binding on either party unless made in writing and executed by both parties.

4.2 The parties shall negotiate in good faith to amend this Agreement as necessary and appropriate to implement the requirements set forth in Section 2 of this Agreement.

5. Notices. Any and all notices required, permitted or desired to be given hereunder by one party to the other shall be in writing and shall be delivered to the other party personally or by United States First Class, Certified or Registered mail with postage prepaid, addressed to the other party at the address set forth below:

To the GOVERNMENTAL FUNDING ENTITY:

Donnell Ewert, MPH, Director
Health and Human Services Agency
County of Shasta
1810 Market Street
Redding, CA 96001
DEwert@co.shasta.ca.us

With copies to:

Tracy Tedder, Branch Director
Health and Human Services Agency
County of Shasta
1810 Market Street
Redding, CA 96001
TTedder@co.shasta.ca.us

To DHCS:

Sandra Dixon
California Department of Health Care Services
Capitated Rates Development Division
1501 Capitol Ave., Suite 71-4002
MS 4413
Sacramento, CA 95814
Sandra.Dixon@dhcs.ca.gov

6. Other Provisions

6.1 This Agreement contains the entire Agreement between the parties with respect to the Medi-Cal payments described in Sub-Section 2.2 of this Agreement that are funded by the GOVERNMENTAL FUNDING ENTITY, and supersedes any previous or

contemporaneous oral or written proposals, statements, discussions, negotiations or other agreements between the GOVERNMENTAL FUNDING ENTITY and DHCS relating to the subject matter of this Agreement. This Agreement is not, however, intended to be the sole agreement between the parties on matters relating to the funding and administration of the Medi-Cal program. This Agreement shall not modify the terms of any other agreement, existing or entered into in the future, between the parties.

6.2 The non-enforcement or other waiver of any provision of this Agreement shall not be construed as a continuing waiver or as a waiver of any other provision of this Agreement.

6.3 Sections 2 and 3 of this Agreement shall survive the expiration or termination of this Agreement.

6.4 Nothing in this Agreement is intended to confer any rights or remedies on any third party, including, without limitation, any provider(s) or groups of providers, or any right to medical services for any individual(s) or groups of individuals. Accordingly, there shall be no third party beneficiary of this Agreement.

6.5 Time is of the essence in this Agreement.

6.6 Each party hereby represents that the person(s) executing this Agreement on its behalf is duly authorized to do so.

7. State Authority. Except as expressly provided herein, nothing in this Agreement shall be construed to limit, restrict, or modify the DHCS' powers, authorities, and duties under Federal and State law and regulations.

8. Approval. This Agreement is of no force and effect until signed by the parties.

9. Term. This Agreement shall be effective as of July 1, 2017 and shall expire as of

December 31, 2020 unless terminated earlier by mutual agreement of the parties.

SIGNATURES

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, on
the date of the last signature below.

COUNTY OF SHASTA:

By: _____ 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: Alan B. Cox 6/28/19
Alan B. Cox Date
Deputy County Counsel

By: James Johnson 06/28/19
James Johnson Date
Risk Management Analyst

THE STATE OF CALIFORNIA, DEPARTMENT OF HEALTH CARE SERVICES:

By: _____ Date: _____

Jennifer Lopez, Acting Division Chief, Capitated Rates Development Division

HEALTH PLAN-PROVIDER AGREEMENT

Partnership HealthPlan of California and County of Shasta, through its Health and Human Services Agency

AMENDMENT 4

This Amendment is made this ___ day of ___ 2018 by and between Partnership HealthPlan of California, a County Organized Health System hereinafter referred to as "PLAN", and County of Shasta, a political subdivision of the State of California through its Health and Human Services Agency, hereinafter referred to as "PROVIDER".

RECITALS:

WHEREAS, PLAN and PROVIDER have previously entered into an Agreement on and effective August 30, 2013;

WHEREAS, Section 9.2 of such Agreement provides for amending such Agreement;

WHEREAS, PLAN has been created by its Boards of Supervisors to negotiate exclusive contracts with the California Department of Health Care Services and to arrange for the provision of PLAN covered health care services to PLAN beneficiaries in Shasta County and PLAN is a public entity, created pursuant to Welfare and Institutions Code 14087.54 and County Code Chapters 7.2, County Code Chapters 34, County Code Chapters 2.40, County Code Chapters 2.0, 8.69, and County Code Chapters 2.0.

WHEREAS, PROVIDER, is a Health and Human Services Agency of the County of Shasta and meets the Standards of participation for Medi-Cal Program and provides public health, medical care, behavioral health, and other services to PLAN beneficiaries.

WHEREAS, PLAN and PROVIDER desire to amend the Agreement to provide for Medi-Cal managed care capitation rate increases to PLAN as a result of intergovernmental transfers ("IGTs") from County of Shasta to the California Department of Health Care Services ("State DHCS") to maintain the availability of PLAN covered health care services to PLAN beneficiaries.

NOW, THEREFORE, PLAN and PROVIDER hereby agree as follows:

Attachment D of the Agreement is added to amend the agreement as follows:

IGT MEDI-CAL MANAGED CARE CAPITATION INCREASES

1. IGT Capitation Increases to PLAN

A. Payment

Should PLAN receive any Medi-Cal managed care capitation rate increases from State DHCS where the nonfederal share is funded by the County of Shasta specifically pursuant to the provisions of the Intergovernmental Agreement Regarding Transfer of Public Funds, #17-94814 ("Intergovernmental Agreement") effective for the period of July 1, 2017 through June 30, 2018 for Intergovernmental Transfer Medi-Cal Managed Care Increases ("IGT MMCIs"), PLAN shall pay to PROVIDER the amount of the IGT MMCIs received from State DHCS, in accordance with paragraph 1.C below regarding the form and timing of Local Medi-Cal Managed Care ("LMMC") IGT Payments. LMMC IGT Payments paid to PROVIDER shall not replace or supplant any other amounts paid or payable to PROVIDER by PLAN.

B. Health Plan Retention

(1) Medi-Cal Managed Care Seller's Tax

The PLAN shall be responsible to pay the applicable State Agency pursuant to the Revenue and Taxation Code Section 6175 relating to any IGT MMCIs.

(2) The PLAN shall retain a three percent (3%) administrative fee based on the total amount of the IGT MMCIs received from DHCS for PLAN'S administrative costs. Each provider's share of the 3% fee shall be calculated based on that provider's proportionate share of the LMMC IGT payments made by PLAN in the PROVIDER'S County.

C. Form and Timing of Payments

PLAN agrees to pay LMMC IGT Payments to PROVIDER in the following form and according to the following schedule:

(1) PLAN agrees to pay the LMMC IGT Payments to PROVIDER using the same mechanism through which compensation and payments are normally paid to PROVIDER (e.g., electronic transfer).

(2) PLAN will pay the LMMC IGT Payments to PROVIDER no later than thirty (30) calendar days after receipt of the IGT MMCIs from State DHCS.

D. Consideration

(1) As consideration for the LMMC IGT Payments, PROVIDER shall use the LMMC IGT Payments for the following purposes and shall treat the LMMC IGT Payments in the following manner:

(a) The LMMC IGT Payments shall represent compensation for Medi-Cal PLAN services rendered to Medi-Cal PLAN members by PROVIDER during the State fiscal year to which the LMMC IGT Payments apply.

(2) For purposes of subsection (1) (a) above, if the retained LMMC IGT Payments, if any, are not used by PROVIDER in the State fiscal year received, retention of funds by PROVIDER will be established by demonstrating that the retained earnings account of PROVIDER at the end of any State fiscal year in which it received payments based on LMMC IGT Payments funded pursuant to the Intergovernmental Agreement, has increased over the unspent portion of the prior State fiscal year's balance by the amount of LMMC IGT Payments received, but not used.

(3) Both parties agree that none of these funds, either from the County of Shasta, or federal matching funds will be recycled back to the County of Shasta general fund, the State, or any other intermediary organization. Payments made by the health plan to providers under the terms of this Amendment constitute patient care revenues.

E. Cooperation Among Parties

Should disputes or disagreements arise regarding the ultimate computation or appropriateness of any aspect of the LMMC IGT Payments, PROVIDER and PLAN agree to work together in all respects to support and preserve the LMMC IGT Payments to the full extent possible on behalf of the safety net in Shasta County.

F. Reconciliation

Within one hundred twenty (120) calendar days after the end of each of PLAN's fiscal years in which LMMC IGT Payments were made to PROVIDER, PLAN shall perform a reconciliation of the LMMC IGT Payments transmitted to the PROVIDER during the preceding fiscal year to ensure that the supporting amount of IGT MMCIs were received by PLAN from State DHCS. PROVIDER agrees to return to PLAN any overpayment of LMMC IGT Payments made in error to PROVIDER within thirty (30) calendar days after receipt from PLAN of a written notice of the overpayment error, unless PROVIDER submits a written objection to PLAN. Any such objection shall be resolved in accordance with the dispute resolution processes set forth in Section 10.3 of the Agreement. The reconciliation processes established under this paragraph are distinct from the indemnification provisions set forth in Section G below. PLAN agrees to transmit to the PROVIDER any underpayment of LMMC IGT Payments within thirty (30) calendar days of PLAN's identification of such underpayment.

G. Indemnification

PROVIDER shall indemnify PLAN in the event DHCS or any other federal or state agency recoups, offsets, or otherwise withholds any monies from or fails to provide any monies to PLAN, or PLAN is denied any monies to which it otherwise would have been entitled, as a direct result of the LMMC IGT arising from the Intergovernmental Agreement. Recovery by PLAN pursuant to this section shall include, but not be limited to, reduction in future LMMC IGTs paid to PROVIDER in an amount equal to the amount of MMCI payments withheld or

recovered from PLAN, or by an offset of any other amounts owed by PLAN to PROVIDER, including but not limited to payments for direct service rendered.

Remittance Information

The IGT-funded payments made by the PLAN pursuant to this Amendment only, shall be mailed to the PROVIDER at the address set forth below:

TRACY TEDDER, BRANCH DIRECTOR
HEALTH AND HUMAN SERVICES
AGENCY
County of Shasta 1810 Market Street
Redding, CA 96001

2. Term

The term of this Amendment shall commence on July 1, 2017 through June 30, 2020. PHC reserves the right to immediately terminate this IGT Amendment prior to June 30, 2020, if DHCS suspends or discontinues the IGT funding described in this Amendment. PHC will promptly provide formal notice to the provider upon said suspension or discontinuation.

All other terms and provisions of said Agreement shall remain in full force and effect so that all rights, duties and obligations, and liabilities of the parties hereto otherwise remain unchanged; provided, however, if there is any conflict between the terms of this Amendment and the Agreement, then the terms of this Amendment shall govern.

SIGNATURES

HEALTH PLAN: _____ Date: _____

By: Elizabeth Gibboney, CEO, Partnership HealthPlan of California

PROVIDER: _____ Date: _____

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

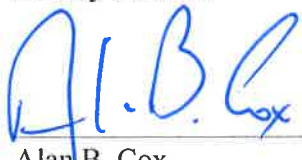
ATTEST

Lawrence Lees
Clerk of the Board of Supervisors

By: _____
Deputy

Approved as to Form:

Ruben E. Cruse, Jr.
County Counsel

 7/16/18
Alan B. Cox
Deputy County Counsel

Risk Management Approval

 7/16/18
James Johnson
Risk Management Analyst

REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS

BOARD MEETING DATE: July 24, 2018

CATEGORY: Consent - Health and Human Services-9.

SUBJECT:

Amendment to agreement with Stericycle, Inc.

DEPARTMENT: Health and Human Services Agency-Public Health

Supervisory District No. : All

DEPARTMENT CONTACT: Terri Fields Hosler, MPH, RD-Public Health Branch Director, (530) 245-6861

STAFF REPORT APPROVED BY: Terri Fields Hosler, MPH, RD-Public Health Branch Director

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

RECOMMENDATION

Approve and authorize the Chairman to sign an amendment, effective date of signing, to the agreement with Stericycle, Inc. to provide medical waste disposal services to increase the maximum compensation by \$40,000 (from \$40,000 to \$80,000 during the entire term of the agreement), and retain the term July 1, 2016 through June 30, 2019.

SUMMARY

Removing contaminated sharps from the community is a proven public health practice that reduces the risk of transmission of blood borne pathogens such as human immunodeficiency virus (HIV), hepatitis B virus, hepatitis C virus, and other pathogens.

DISCUSSION

The Health and Human Services Agency (HHSA)-Public Health Branch contracts for medical waste disposal services, specifically, used syringes, also known as ‘sharps’. With a well-documented, national opioid epidemic, there is also an increase in IV drug use and excess contaminated needles in the community. Because of this, the syringe disposal services program has experienced a significant increase in usage during the last year and is expected to continue at a rate beyond the initial estimates. Getting used and potentially contaminated needles out of the community is public health best practice to protect law enforcement and community residents, and we would like to be able to meet the demand for syringe disposal services in Shasta County.

The County Executive Officer (CEO) signed the original agreement on June 14, 2016. The proposed amendment would increase the maximum compensation amount beyond the CEO’s signature authority and so Board approval is requested.

ALTERNATIVES

Alternatives include not amending this agreement, or directing the department to renegotiate all or part of the terms in this agreement, or direct the department to seek other alternatives for syringe disposal services.

OTHER AGENCY INVOLVEMENT

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

FINANCING

HHSa- Public Health 2018-19 Adopted Budget includes sufficient appropriation authority for the activities described in this agreement. There is no additional General Fund impact.

ATTACHMENTS:

Description	Upload Date	Description
Stericycle Amendment	7/10/2018	Stericycle Amendment

**FIRST AMENDMENT TO THE AGREEMENT BETWEEN
THE COUNTY OF SHASTA AND STERICYCLE, INC., A DELAWARE
CORPORATION REGISTERED IN THE STATE OF CALIFORNIA, FOR THE
PURPOSE OF PROVIDING MEDICAL WASTE DISPOSAL**

This first amendment is entered into between the County of Shasta, a political subdivision of the State of California, through its Health and Human Services Agency ("County"), and Stericycle, Inc., a Delaware Corporation registered in the state of California ("Consultant").

RECITALS

WHEREAS, County and Consultant have previously entered into an agreement on June 14, 2016, effective July 1, 2016, to provide for the disposal of medical waste ("Original Agreement");

WHEREAS, County and Consultant desire to amend the Agreement to increase the amount compensation payable to Consultant by \$40,000. ("First Amendment"); and

WHEREAS, the Original Agreement and the First Amendment are collectively referred to as the "Agreement."

NOW, THEREFORE, the Agreement is amended as follows:

I. Section 3, Compensation, subsection C, of the Agreement is amended as of the effective date of this First Amendment in its entirety to read as follows:

Section 3. COMPENSATION.

C. In no event shall the maximum amount payable to Consultant by County exceed **\$80,000** for the entire term of the Agreement.

II. REAFFIRMATION

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

AGR.PH.Stericycle1619Amendment.D5
DB#: 2185-24-2018-01
CC#: 41155

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 First Amendment shall be deemed effective as of the last date it is signed by both Parties.

SIGNATURE PAGE FOLLOWS

AGR.PH.Stericycle1619Amendment.D5
DB#: 2185-24-2018-01
CC#: 41155

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

COUNTY OF SHASTA

Date: _____

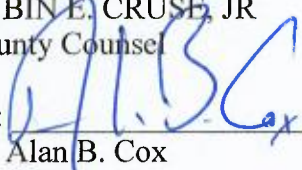
LES BAUGH, CHAIRMAN
Board of Supervisors
County of Shasta
State of California

ATTEST:

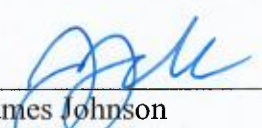
LAWRENCE G. LEES
Clerk of the Board of Supervisors

By: _____
Deputy

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

By:  7/3/18
Alan B. Cox
Deputy County Counsel

RISK MANAGEMENT APROVAL

By:  07/02/18
James Johnson
Risk Management Analyst

CONSULTANT

Date: _____

By:  7/9/18
Joseph Sagala, Government Specialist
Stericycle
Tax I.D.#: 36-3640402

AGR.PH.Stericycle1619Amendment.D5
DB#: 2185-24-2018-01
CC#: 41155

REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS

BOARD MEETING DATE: July 24, 2018

CATEGORY: Consent - Health and Human Services-10.

SUBJECT:

Emergency Solutions Grant Application Resolution

DEPARTMENT: Health and Human Services Agency-Regional Services

Supervisory District No. : All

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

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

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

RECOMMENDATION

Adopt a resolution which: (1) Approves the Health and Human Services Agency (HHSA) – Regional Services Branch to submit and the HHSA Director, Donnell Ewert, or the Regional Services Branch Director, Melissa Janulewicz, to sign the Emergency Solutions Grant application, and other application documents, including retroactive, in the amount of \$200,000 to provide Homeless Prevention and Rapid Rehousing assistance to homeless individuals and families in Shasta County for the period March 1, 2019 through July 31, 2021; and (2) approves and authorizes the Chairman of the Board of Supervisors or the Vice Chairman of the Board of Supervisors to sign the grant agreement, any subsequent amendments, and any other documents related to the agreement, including retroactive, provided that they comply with Administrative Policy 6-101, *Shasta County Contracts Manual*.

SUMMARY

Upon approval of the recommendation, a grant application will be submitted to the California Department of Housing and Community Development (HCD) requesting federal and state Emergency Solutions Grant (ESG) funding to provide Rapid Rehousing and Prevention services to homeless residents of Shasta County. A portion of this funding will also be used to support Homeless Management Information System (“HMIS”) activities.

DISCUSSION

The California Department of Housing and Community Development (HCD) administers a federal program known as the Emergency Solutions Grant (ESG) program. HCD is currently accepting applications for the ESG program. The Notice of Funding Availability (NOFA) offers funding to engage homeless individuals and families living on the street, improve the number and quality of emergency shelters for homeless individuals and families, help operate these shelters, provide essential services to shelter residents, rapidly re-house homeless individuals and families, and prevent families from becoming homeless. According to the 2018 ESG NOFA released June 8, 2018, HCD received approximately \$5 million dollars in federal ESG funds from US Department of Housing and Urban Development Per Code of Federal Regulations (CFR) 24 576.201, federal

ESG funds require dollar for dollar match. Match funding is provided using the HHSA existing CalWORKs Housing Support Program (HSP) allocation funding. The intent of the application is to provide Homeless Prevention and Rapid Rehousing assistance to homeless individuals and families in Shasta County by providing up to 24 months rental assistance and housing relocation and stabilization services which may include rental application fees, security deposits, rental subsidies, moving expenses, utility deposits, and credit checks. The assistance would be available to all qualifying households in the County. It is anticipated that upon the completion of the grant activity a minimum of 20 households will obtain permanent, ongoing housing. During the previous two ESG award cycles, we have served 78 individuals and housed 39 individuals. The application is due to HCD on August 7, 2018. It is anticipated awards will be announced November 2018. If this application is successful, homeless rapid rehousing activities would begin as soon as a contract is executed.

ALTERNATIVES

The Board could choose not to approve the submission of the grant application and/or the designated grant agreement signature authority.

OTHER AGENCY INVOLVEMENT

The Rating and Ranking Committee for the CA-516 Homeless Continuum of Care, the entity which implements the United States Department of Housing and Urban Development (HUD) Continuum of Care Program, which includes Shasta County and six other Northern California counties recommended the HHSA proposal for submission to HCD. County Counsel has approved the resolution as to form. This recommendation has been reviewed by the County Administrative Office.

FINANCING

If the grant application is successful, an ESG grant of up to \$200,000 could be awarded. Grant funds would be used to assist individuals experiencing homelessness to obtain permanent housing or prevent individuals and families from becoming homeless. There is no county match requirement for CA ESG funds and dollar for dollar match requirement for the federal ESG funds will be fulfilled through the HHSA CalWORKs Housing Support Program. Should the grant application be approved, appropriations will be included in the future fiscal year budget requests. The department will submit a budget amendment if the funds are received during the current Fiscal Year. There is no additional General Fund impact associated with approval of the recommendation.

ATTACHMENTS:

Description	Upload Date	Description
Emergency Solutions Grant Application Resolution	7/16/2018	Emergency Solutions Grant Application Resolution

RESOLUTION NO. 2018-_____

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COUNTY OF SHASTA
AUTHORIZING APPLICATION FOR, AND RECEIPT OF, CALIFORNIA
DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT FUNDING
UNDER THE EMERGENCY SOLUTIONS GRANT PROGRAM**

WHEREAS, the State of California, Department of Housing and Community Development (HCD) has issued a Notice of Funding Availability (NOFA) dated June 8 2018, for its Emergency Solutions Grant (ESG) Program Balance of the State Allocation; and

WHEREAS, the County of Shasta is eligible to apply for and desires to submit a project application for the ESG Program and will submit a 2018 Grant Application as described in the ESG NOFA released by the HCD for the ESG Program; and

WHEREAS, HCD may approve funding allocations for the ESG Program, subject to the terms and conditions of the NOFA, Program guidelines and requirements, and the Standard Agreement and other contracts between the Department and ESG grant recipients; and

WHEREAS, HCD is authorized to provide up to \$5 million in federal funds for the ESG Program; and

WHEREAS, in response to the June 8, 2018 NOFA, the County of Shasta, Health and Human Services Agency (HHSA) – Regional Services Branch would like to apply to HCD for, and receive an allocation, of ESG funds.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Supervisors of the County of Shasta that in response to the June 8, 2018 NOFA, the HHSA shall submit an application to HCD to participate in the ESG Program and for an allocation of funds in the amount of \$200,000 for Rapid Rehousing services, Prevention services and the Homeless Management Information System. for the period March 1, 2019 through July 31, 2021.

NOW, THEREFORE, BE IT FUTHER RESOLVED, by the Board of Supervisors of the County of Shasta that the Director of the Health and Human Services Agency, Donnell Ewert, or Regional Services Branch Director, Melissa Janulewicz, is authorized to sign and submit the grant application and all other application documents, including retroactive, necessary to secure the grant.

NOW, THEREFORE, BE IT FUTHER RESOLVED, by the Board of Supervisors of the County of Shasta that if the application is approved by HCD and the resulting grant agreement is fully executed, funds will be expended in a manner consistent and in compliance with all applicable state, federal and other statutes, rules, regulations, guidelines and laws, including without limitation all rules and laws regarding the ESG Program.

NOW, THEREFORE, BE IT FUTHER RESOLVED, by the Board of Supervisors of the County of Shasta that if the application is approved by HCD, the Chairman of Shasta County Board of Supervisors, Les Baugh, or the Vice Chairman of the Shasta County Board of Supervisors, Leonard Moty, is hereby authorized to sign the standard agreement with the State of

RESOLUTION NO. 2018-
Page 2 of 2

California for the purposes of the grant, any subsequent amendments, and any other documents related to the agreement thereto, including retroactive, provided that all agreements, amendments, or any other documents related to the agreement otherwise comply with Administrative Policy 6-101, *Shasta County Contracts Manual*.

DULY PASSED AND ADOPTED this 24th day of July 2018, by the Board of Supervisors of the County of Shasta by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

RECUSE:

ATTEST:

LAWRENCE G. LEES
Clerk of the Board of Supervisors

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

By: _____

Deputy

REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS

BOARD MEETING DATE: July 24, 2018

CATEGORY: Consent - Law and Justice-11.

SUBJECT:

Agreement with HOPE City Redding to provide the juvenile crime prevention project, HOPE City HUB

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 agreement with HOPE City Redding in an amount not to exceed \$139,642 to provide the juvenile crime prevention project, HOPE City HUB for the period of one year from date of signing with two one-year optional renewals.

SUMMARY

HOPE City Redding (HOPE City) was selected through a competitive procurement process to provide the juvenile crime prevention project, HOPE City HUB, to Shasta County high-risk youth referred to HOPE City by the Shasta County Probation Department. This agreement will allow for HOPE City to provide these services with the opportunity for program expansion dependent on funds collected by the Local Innovation Subaccount.

DISCUSSION

The Local Innovation Subaccount fund is a feature of Fiscal Year (FY) 2016-17 of the Public Safety Realignment of 2011 that exists only at the local level and was created to promote local innovation and county-decision making with respect to specified law enforcement activities realigned in 2011. The law includes a requirement for the local board of supervisors to approve the use of the funds for local needs.

On June 20, 2017, the Board of Supervisors agreed with the Community Corrections Partnership Executive Committee and the Juvenile Justice Coordinating Council, approving use of the Local Innovation Subaccount Growth funds (Funds) to be used by Probation for one evidence-based program or best practice crime prevention project per fiscal year for youth 18 and under.

On October 30, 2017, the Department of Support Services – Purchasing Unit, on behalf of the Probation Department, released Request for Proposal #18-11 to provide a juvenile crime prevention project. HOPE City's proposal for the HOPE City HUB (HUB) program was selected through this process.

The purpose of restorative justice is to bring together the victim, the offender, and the community and sharing the responsibility in repairing the relationships destroyed by crime. The HUB program is designed to provide a wrap-around “hub” of community-based programs and services for families, juveniles, and other community members for restorative problem solving and reconciliation services. Youth referred to HUB will be partnered with a certified mentor and assessed to determine needs and suitability for available programs. The goal of this program is to prevent delinquency by illustrating, to the youth, the impact that crimes have on the victim and community, and engaging the youth in pro-social activities so that the youth is invested in preventing harm to the community.

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

Expenditures and revenue associated with this agreement are included in Probation’s FY 2018-19 Adopted Budget and will be included in future requested budgets. Shasta’s Local Innovation Subaccount balance is \$73,496.95. This is ten percent of specified realignment growth for FY 2015-16 (received in October 2016) and FY 2016-17 (received in November 2017). Realignment growth funds are not finalized by the State until the fall of each year. The agreement allows for Year 2 not to exceed \$50,000 and Year 3 not to exceed \$50,000. The budgets for Year 2 and Year 3 will be dependent on funding from the Local Innovation Subaccount. Year 2 and Year 3 are optional for County, so if there isn’t sufficient funding to support Year 2 or Year 3, Probation will not extend the term. There is no additional General Fund impact with the approval of this recommendation.

ATTACHMENTS:

Description	Upload Date	Description
HOPE City HUB	7/13/2018	HOPE City HUB

PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF SHASTA AND HOPE CITY REDDING

This agreement is entered into between the County of Shasta, through its Probation Department, a political subdivision of the State of California ("County") and HOPE City Redding, a California corporation ("Consultant") for the purpose of providing the juvenile crime prevention project, HOPE City HUB (collectively, the "Parties" and individually a "Party").

Section 1. RESPONSIBILITIES OF CONSULTANT.

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

- A. Provide mentorship to up to 30 youth referred to the HOPE City HUB program (HUB).
 - (1) Mentors shall meet with each youth weekly throughout a minimum of a 12-month period.
 - (2) Mentors shall provide mentorship to no more than two youth each.
- B. Develop an individualized plan for each youth, tailored to address needs. Plan may include, but not be limited to, the following options:
 - (1) Family Group Conference – a program to help families to reconcile and repair relationships, including meeting with family members individually and following-up with each family member.
 - (2) Anger Management Classes – a 12-week group program designed for youth focusing on prevention and helping youth to recognize the triggers and cues of their aggression cycle. Youth learn skills to address the roots of their anger and to de-escalate themselves before having destructive emotional outbursts.
 - (3) My Justice Journey – a program where youth will have the opportunity to document their stories, the option to insert justice into their own injustice, and be equipped to move forward from harmful and traumatic events.
 - (4) Restorative Justice Training – a program that assists youth in accepting accountability for harms caused by offending behavior, learning to repair those harms to the best degree possible, and rebuilding healthy relationships in the community.
 - (5) Circle of Supporting and Understanding – a 12-week program where youth are empowered to share together and learn empathy and the value of community through mutual care, support and accountability. After 12 weeks, this group remains open for a continuum of care.

- (6) Community Justice Panel – a program that provides alternative restoration options to address crime through community-based solutions. Youth are given the opportunity to right the wrongs they have committed and to offer healing and empowerment to victims and community members.
 - (7) Victim/Offender Education – a program designed to support individuals in the process of understanding and developing insight into the underlying circumstances of their lives and the choices that led to antisocial behavior or antisocial thinking.
 - (8) Habitudes – a program that combines imagery, relatable stories and experiences into lessons that resonate with youth, equipping them to navigate through challenges and opportunities.
- C. Assure that all programming includes evidence-based practices, such as cognitive based treatment approaches, role playing, pro-social modeling, and small group interaction.
- D. Ensure that Consultant staff and mentors complete fingerprinting, background checks, and confidentiality training, prior to providing any services pursuant to this agreement.
- E. Ensure that Consultant staff and mentors exhibit professional, ethical, and appropriate behavior while providing services pursuant to this agreement. Consultant staff and mentors must be approved by the Chief Probation Officer or her designee prior to provision of services.
- F. Provide a confidential written monthly report that contains statistics regarding participating offender's demographics, program success, and recidivism outcomes. The report shall be sent to County by the 10th of the month following the end of the month in which services were provided. The report shall include:
 - (1) Number of referrals received.
 - (2) Number of youth who fail to report to program after referral.
 - (3) Number of youth attending each program.
 - (4) Names of youth enrolled in each program.
 - (5) Beginning and ending dates of services provided to youth.
 - (6) Number of youth who successfully complete the program.
 - (7) Number of youth who terminate unsuccessfully from the program, and reasons for program termination.
 - (8) Weekly attendance rosters to assure that all youths are attending as directed.

- (9) Analysis and summary of results for the satisfaction surveys of youths completing the program.

Section 2. RESPONSIBILITIES OF COUNTY.

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

- A. Refer youth to Consultant. Referrals will be made using a County-approved referral form.
- B. Provide Consultant with necessary background information concerning the youth and will assist in procuring necessary releases of confidential information.
- C. Compensate Consultant as prescribed in Sections 3 and 4 of this agreement and shall monitor the outcomes achieved by Consultant.

Section 3. COMPENSATION.

- A. Consultant shall be paid for the services described in this agreement in accordance with the Year 1 budget as prescribed in Attachment A, attached and incorporated herein, for the services rendered in Section 1, in an amount not to exceed \$39,642. for Year 1 costs. For Year 2 and Year 3, costs shall be dependent on funding from the Local Innovation Subaccount. Year 2 costs shall not exceed \$50,000. Year 3 costs shall not exceed \$50,000. In no event shall the maximum amount payable under this agreement exceed \$139,642.
- B. Consultant's violation or breach of agreement terms may result in fiscal penalties, withholding of compensation, or termination of agreement.

Section 4. BILLING AND PAYMENT.

- A. Consultant shall submit to County by the 10th of the month following the month of services prescribed in Section 1, an itemized statement or invoice of services rendered. County shall make payment within 30 days of receipt of Consultant's correct and approved statement or invoice.
- B. Should County, or the state or federal government, disallow any amount claimed by Consultant, Consultant shall reimburse County, or the state or federal government, as directed by County, or the state or federal government, for such disallowed cost.

Section 5. TERM OF AGREEMENT.

The initial term of this agreement shall be for one year, beginning as of the last date it has been signed by both Parties. The term of this agreement may be extended by County for two additional one-year terms at the end of the initial term under the same terms and conditions, except as provided in Section 3, by County notifying Consultant of such

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

Section 6. TERMINATION OF AGREEMENT.

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

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

- A. This agreement supersedes all previous agreements relating to the subject of this agreement and constitutes the entire understanding of the Parties hereto. Consultant shall be entitled to no other benefits other than those specified herein. Consultant specifically acknowledges that in entering into and executing this agreement, Consultant relies solely upon the provisions contained in this agreement and no others.

- B. No changes, amendments, or alterations to this agreement shall be effective unless in writing and signed by both Parties. However, minor amendments, including retroactive, that do not result in a substantial or functional change to the original intent of this agreement and do not cause an increase to the maximum amount payable under this agreement may be agreed to in writing between Consultant and the 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.

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

Section 9. EMPLOYMENT STATUS OF CONSULTANT.

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

Section 10. INDEMNIFICATION.

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

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

Section 11. INSURANCE COVERAGE.

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

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

"Separation of Insureds.

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

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

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

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

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

Section 13. COMPLIANCE WITH LAWS; NON-DISCRIMINATION.

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

Section 14. ACCESS TO RECORDS; RECORDS RETENTION.

- A. County, federal, and state officials shall have access to any books, documents, papers, and records of Consultant that are directly pertinent to the subject matter of this agreement for the purpose of auditing or examining the activities of Consultant or County. Except where longer retention is required by federal or state law, Consultant shall maintain all records for five years after County makes final payment hereunder. This provision shall survive the termination, expiration, or cancellation of this agreement.
- B. Consultant shall maintain appropriate records to insure a proper accounting of all funds and expenditures pertaining to the work performed or the services provided pursuant to this agreement. Consultant shall maintain records providing information that account for all funds and expenses related to the provision of services provided pursuant to this agreement. Access to these records shall be provided to County during working days, 8:00 a.m. to 5:00 p.m. and at other times upon reasonable notice by County, and upon request of state and federal agencies charged with the administration of programs related to the work or services to be provided pursuant to this agreement.

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

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

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

Section 16. LICENSES AND PERMITS.

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

Section 17. PERFORMANCE STANDARDS.

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

Section 18. CONFLICTS OF INTEREST.

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

Section 19. NOTICES.

- A. Except as provided in section 6.C. of this agreement (oral notice of termination due to insufficient funding), any notices required or permitted pursuant to the terms and provisions of this agreement shall be given to the appropriate Party at the address specified below or at such other address as the Party shall specify in writing Such

notice shall be deemed given: (1) upon personal delivery; or (2) if sent by first class mail, postage prepaid, two days after the date of mailing.

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

If to Consultant: Executive Director
HOPE City Redding
20 Lake Boulevard
Redding, CA 96003
Phone: 530-351-7455

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

Section 20. AGREEMENT PREPARATION.

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

Section 21. COMPLIANCE WITH POLITICAL REFORM ACT.

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

Section 22. PROPERTY TAXES.

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

Section 23. SEVERABILITY.

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

Section 24. COUNTY'S RIGHT OF SETOFF.

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

Section 25. CONFIDENTIALITY.

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

Section 26. SCOPE AND OWNERSHIP OF WORK.

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

Section 27. USE OF COUNTY PROPERTY.

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

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

COUNTY OF SHASTA

Date: _____

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

ATTEST:

LAWRENCE G. LEES
Clerk of the Board of Supervisors

By: _____
Deputy

Approved as to form:

RUBIN E. CRUSE, JR
County Counsel

RISK MANAGEMENT APPROVAL

By: James Johnson
Risk Management Analyst III

Date 07/10/18

By: David M. Yorton, Jr. Date 7/14/18
Senior Deputy County Counsel

CONSULTANT

Date: July 2, 2018

Jackie Durant
Executive Director
Tax I.D.#: 47-1670413

ATTACHMENT A
TO THE PERSONAL SERVICES AGREEMENT BETWEEN
THE COUNTY OF SHASTA AND HOPE CITY REDDING

HOPE City Redding, 20 Lake Blvd, Redding, CA 96003			
Budget Period – Year 1			
HOPE City HUB Program			
DIRECT EXPENSES			
PERSONNEL EXPENSE			
Salaries & Benefits:			
	Group Facilitator I	\$75/week per group	\$10,800
	Mentor Coordinator	\$20/hour, max 10 hours/week	\$10,400
	Family Group Facilitator II	\$75/hour, max 30 hours/year	\$2,250
	Program Referral Coordinator	\$20/hour, max 2 hours/youth	\$1,200
Total Personnel Expense			\$24,650
OPERATING EXPENSE			
	Travel and Mileage	\$10/month per youth	\$3,600
	Background Checks	\$40 per mentor	\$600
	Activity Expenses	\$20/month per youth	\$7,200
	Program Celebrations		\$1,127
Total Operating Expenses			\$12,527
Total Direct Expenses			\$37,177
INDIRECT EXPENSES			
	Indirect Cost/Administrative Overhead	10% of Personnel Expense	\$2,465
Total Year 1 Cost			\$39,642

REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS

BOARD MEETING DATE: July 24, 2018

CATEGORY: Consent - Law and Justice-12.

SUBJECT:

Operating Plan for Cooperating Agency Personnel on CAL FIRE Incident Management Teams Agreements.

DEPARTMENT: Sheriff

Supervisory District No. : All

DEPARTMENT CONTACT: Eric Magrini, Undersheriff (530) 245-6165

STAFF REPORT APPROVED BY: Tom Bosenko, Sheriff-Coroner

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

RECOMMENDATION

Approve and authorize the Chairman to sign the following one-year Operating Plan for Cooperating Agency Personnel on CAL FIRE Incident Management Teams retroactive revenue agreements, effective July 10, 2018, including Exhibit A General Responsibilities of a Law Liaison and the Contractor Certification Clauses for Services with CAL FIRE to reimburse costs associated with County employees participating in emergency events: (1) For Lt. Anthony Bertain: (a) supersedes the Operating Plan entered into on December 11, 2017; and (b) in an amount not to exceed \$150,000; and (2) for Lt. Thomas Campbell in an amount not to exceed \$150,000.

SUMMARY

These agreements provide reimbursement to County for a law enforcement liaison officer for CAL FIRE during critical events when a CAL FIRE Incident Management Team is deployed. Each agreement will not exceed \$150,000.

DISCUSSION

The California Department of Forestry and Fire Protection (CAL FIRE) has developed Major Incident Management Teams (IMT) to manage large complex incidents. CAL FIRE maintains six Incident management Teams with members from throughout the state. Each day of the year, one CAL FIRE Incident Management Team is ready for deployment anywhere in the State or outside of California if requested.

An Incident Management Team consists of 41 highly trained and certified individuals and 15 trainees that, as a team, provide incident management skills for any type of disaster, regardless of location. Each team includes members with the experience and skills to fill responsibilities such as incident commander, planning, finance, logistics, safety, information, liaison, and air operations.

The CAL FIRE IMT works under the direction of the local jurisdiction having statutory responsibility for the incident. If it is a wildland fire on State Responsibility Area (SRA) then CAL FIRE is the lead for all activities in the suppression effort. If a wildland fire were to occur on both SRA and federal lands, then a unified command may occur. If, however, it is an earthquake

or hazardous materials spill within an urban area, CAL FIRE may be called in to assist in the management of the incident, but the overall lead would be the local agency of jurisdiction.

CAL FIRE IMT's manage large complex wildland fires on a regular basis as well as major hazardous materials incidents, flood fighting operations, earthquakes and other incidents or activities needing a management structure.

Experience has taught the IMT's that having a law enforcement representative assigned as a member of the IMT pays dividends when dealing with large-scale evacuations, or other law enforcement issues. The Shasta County Sheriff's Office role with the CAL FIRE Incident Management Team will be that of a Law Enforcement Liaison Officer (LELO). The position is relatively new to the IMT's. There are several law enforcement agencies in the state that have officers/deputies assigned to the IMT's, including the California Highway Patrol, Los Angeles Police Department, Santa Barbara County Sheriff's Office and Mendocino County Sheriff's Office.

The LELO position is a subordinate of the Liaison Officer within the ICS Command Structure and is authorized direct communication with the Deputy Incident Commander and Incident Commander as needed.

The LELO will actively participate in writing evacuation and repopulation plans, attending cooperators meetings, community meetings, providing guidance to the IMT members as it relates to interaction with State, Local and Federal Law Enforcement agencies, assist and coordinate with the local Law Enforcement to ensure the Law Enforcement Branch is established with the IMT command structure, ensure the Law Enforcement Mutual Aid Procedures and agreements are adhered to, provide a site security plan and act as the Intelligence Officer, and other duties as assigned.

Local law enforcement representatives that are assigned to an IMT gain a wealth of knowledge of how to manage large scale all hazardous events. They can bring back lessons learned and adjust their own response plans accordingly to ensure the safety of staff and citizens.

To date the Shasta County Sheriff's Office has one Lieutenant assigned to the IMT Team 4. CAL FIRE would like to have a second Sheriff's Office member assigned to the Team as an alternate.

The Shasta County Sheriff's Office has a contingency plan in place so that in the event one of its member's gets deployed the gap that is created will be covered so there is no loss in coverage in Shasta County.

ALTERNATIVES

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

OTHER AGENCY INVOLVEMENT

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

FINANCING

There is no additional General Fund impact from the recommendation. CAL FIRE will reimburse the County for cost associated with a deployment for a CAL FIRE IMT, 30-45 days after the close of the event.

ATTACHMENTS:

Description	Upload Date	Description
Bertain Agreement	7/19/2018	Bertain Agreement
Campbell Agreement	7/19/2018	Campbell Agreement

**Operating Plan for Cooperating Agency Personnel on
CAL FIRE Incident Management Teams (IMT)/ECC Support Teams (ECCST)
(No.52 October 2013)**

This Operating Plan is for use with local and federal agencies who participate on a CAL FIRE IMT and/or ECCST. This Operating Plan is made and entered into on this 10th day of July, 2018 by and between the State of California, CAL FIRE, hereinafter called CAL FIRE, and the County of Shasta through its Sheriff's Office, hereinafter called Cooperating Agency.

CAL FIRE maintains pre-established Incident Management Teams/ECC Support Teams for deployment to emergencies on a year round basis.

Generally Cooperating Agencies do not have the opportunity to participate in the management of complex and long-term incidents. Participation on CAL FIRE IMT/ECCST provides the opportunity for Cooperating Agency employees to gain valuable experience and fulfill Incident Command System (ICS) trainee requirements. Cooperating Agencies have a desire to participate on CAL FIRE IMT and both CAL FIRE and the Cooperating Agencies recognize the benefits of such interagency participation.

CAL FIRE policy allows the utilization of Cooperating Agency employees on its IMTs.

CAL FIRE's goal is to provide consistent, accurate, and timely reimbursement to Cooperating Agency for their actual personnel, equipment, and incidental support costs associated with deployment of their employee's assigned to a CAL FIRE IMT.

This Operating Plan establishes provisions for availability, training, deployment, and reimbursement as it pertains to the assignment of

Anthony Bertain Lietenant to CAL FIRE IMT # 4 as

Name Rank

Law Enforcement Technical Specialist

Position assigned

CAL FIRE and the Cooperating Agency signatory to this Operating Plan agree to the following:

1. Cooperating Agency team members must meet the training and/or experience requirements for their assigned position pursuant to requirements of the California Incident Command Certification System (CICCS). Team members assigned as trainees will have the prerequisite knowledge, skills, and abilities for the assigned ICS position.
2. IMT/ECCST is required to be available on an assigned rotational basis during the year. There is no compensation by CAL FIRE for team members while on team rotation status.
3. Upon notification of team activation members are required to respond within 60 minutes. Cooperating Agency personnel shall be contacted by their respective Emergency Command Centers (ECC) via the local CAL FIRE ECC. Team members are expected to be available for the entire duration of the incident.
4. Occasionally CAL FIRE activates an IMT/ECCST to perform administrative assignments. Participation of Cooperating Agency personnel on administrative IMT assignments is optional.
5. Cooperating Agencies are responsible for all costs associated with team training and meetings. It is highly recommended that all personnel attend team training and meetings.
6. Reimbursement to the Cooperating Agency for the actual costs associated with a team deployment is defined below. Payment will be consistent with the current California Fire Assistance Agreement (CFAA) and will constitute full reimbursement to the Cooperating Agency.
7. General responsibilities of a Law Liaison are attached as exhibit A to this agreement.

Personnel Rates

Standard work week hours (40, 56, 72, etc.): 40

Hourly Employee:

(Battalion Chief and below and all civilian employees)

Straight Time: \$89.31 (\$/hour)

Check One: Actual Hours Worked
 X Portal-to-Portal

Salaried Employee:

(Assistant Chief and above)

Salary: \$89.31 (\$/hour)
(\$/pay period divided by hrs/pay period = \$hr.)

Differential Pay: (IMAD, ERB, etc.) _____ (\$/hour)

Staff Benefit Rates:

(Based on hourly or salaried compensation)

Workers Compensation: 0 (%) incl. in above rate

Unemployment Insurance: 0 (%) incl. in above rate

Administrative Rate: 10.0 (%)

Vehicle Mileage Rate: \$0.545 (\$/mile)

(IRS standard mileage rate)

Determining Total Personnel Reimbursement

1. Uniformed Emergency Response Personnel; Salaried (Assistant Chief and above)

Uniformed personnel above the rank of Battalion Chief shall be reimbursed portal to portal at straight time unless the employee has an MOU or governing body resolution that dictates they are to be paid above straight time. The MOU or resolution must not be contingent on this agreement or executed on the sole basis that there is reimbursement from the State of California.

2. Uniformed Emergency Response Personnel: Hourly (Battalion Chief and below)

Uniformed personnel that routinely respond to emergencies (Chief Officers, Company Officers, and Firefighters) will be reimbursed portal to portal for time committed to the incident.

3. Non-Emergency Response and Civilian Personnel: Hourly (Dispatcher, Heavy Equipment Mechanic, Inspector, etc.)

All other personnel will be reimbursed for actual time worked (straight and overtime hours based

on their normal duty schedule) on the incident unless there is an MOU or governing body resolution that dictates the specific position is to be reimbursed for the total time committed to an emergency incident. The MOU or resolution must not be contingent on this agreement or executed on the sole basis that there is reimbursement from the State of California.

Determining Total Compensation

Total personnel reimbursement in dollars (+) administrative rate times personnel reimbursement dollars (+) mileage (=) total compensation.

Rates may be updated by submitting an Operating Plan to the Team IC/Team Leader for approval. Reimbursement will be based on the Operating Plan on file with the Team IC/Team Leader at the time of dispatch.

It is the intent of this Operating Plan to prepare documents for the reimbursement of Cooperating Agency employee salaries and staff benefits at the incident. Costs for employee post coverage will be consistent with direction contained in the current version of CFAA. Cooperating Agency may submit a bill to CAL FIRE for those incidental costs incurred enroute to and from the incident and other incident related costs (e.g. including but not limited to, meals, lodging, cell phone calls and vehicle mileage). Per Diem and lodging costs shall not exceed those for CAL FIRE Bargaining Unit 8 employees. The Cooperating Agency must provide supporting documentation for all reimbursable incidental costs.

The standard Administrative Rate is set by CAL EMA, per a rate letter published annually. Local Cooperators must review and update their rate annually with Cal EMA.

Cooperating Agency personnel shall complete a FC-33 Overhead Crew Equipment Report to provide supporting documentation for reimbursement.

Cooperating Agency may submit claims to the Victim Compensation and Government Claims Board for the loss or damage to equipment or vehicles directly related to fire suppression activities and where the actions of Cooperating Agency personnel and/or operational failures in the equipment or vehicles are not a contributing factor to such loss or damage. In all cases, loss or damage to Cooperating Agency equipment or vehicles must be reported to the Incident Finance Section, Compensation/Claims Unit. Non-documented loss or damage shall not be considered incident related for the Victim Compensation and Government Claims Board process. Loss or damage to Cooperating Agency equipment or vehicles while enroute to or return from an incident, due to normal wear and tear, or due to negligent or unlawful operation by the operator shall be the responsibility of the Cooperating Agency.

The Cooperating Agency is responsible for providing workers compensation coverage.

CAL FIRE and Cooperating Agency shall be subject to examination and audit for three years after final payment under the terms of this Operating Plan. Examination and audit shall be confined to those matters connected with the performance of this Operating Plan including, but not limited to, the cost of administration.

When an IMT/ECCST is placed on hard cover or is prepositioned, all IMT/ECCST members will be compensated. It is the expectation that IMT/ECCST members will return to work and be available for immediate dispatch for a CAL FIRE response.

This Operating Plan supersedes the Operating Plan entered into on December 11, 2017 and will be in effect for one year unless terminated in writing from one party to the other or superseded by a new Operating Plan. Total compensation shall not exceed \$150,000. This agreement may be executed in any number of counterparts, including facsimile counterparts, with the same effect as if all signing parties had signed the same document.

DAVE Russell
CAL FIRE Incident Commander

[Signature]
Signature

604 Antelope Blvd
Address

Red Bluff 96080
City, CA, Zip

530 200 2603
Phone Number

Incident Command Team # 7

Authorized pursuant to CMC 2R.04.300

Les Baugh, Chairman, Board of Supervisors
Cooperating Agency Representative
County of Shasta, State of California

[Signature]
Signature

1450 Court St., Suite 308A
Address

Redding, CA 96001-1680
City, CA, Zip

530-225-5561 (admin) / 530-245-6165 (Sheriff's Office)
Phone Number

94-6000535
Federal Employer ID #

[Blank]
Vendor Code #

County Signature Page Follows

Rev. January 2013

see Table of Contents

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

COUNTY OF SHASTA

Date: _____

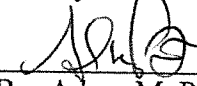
LES BAUGH, CHAIRMAN
Board of Supervisors
County of Shasta
State of California

ATTEST:

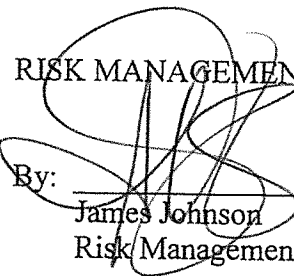
LAWRENCE G. LEES
Clerk of the Board of Supervisors

By: _____
Deputy

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

 7/18/18
By: Adam M. Pressman
Senior Deputy County Counsel

RISK MANAGEMENT APPROVAL

 07/18/2018
By: James Johnson
Risk Management Analyst III

CONSULTANT

Date: 7/13/2018


By: _____
CAL FIRE Incident Commander

Roles and Responsibilities of the Law Enforcement Liaison Officer on *CAL FIRE* Incident Management Teams

The Law Enforcement Liaison Officer (LOFR) position was created to fill a specific need within the CAL FIRE Incident Management Team (IMT) structure. Experience has taught IMTs that having a Law Enforcement representative assigned as a member of the IMT pays dividends when dealing with large-scale evacuations or other Law Enforcement issues. This paper is a working document designed to develop clear roles and responsibilities of the Law Enforcement Liaison Officer serving on a CAL FIRE IMT.

Law Enforcement Liaison Officer Minimum Qualifications:

- 15 years minimum in Law Enforcement experience
- Minimum rank of Sergeant; Lieutenant or above preferred
- Critical Incident Command Experience as an Agency Representative (AREP).
- Familiarity with All-Risk Incident Management concepts, to include Wildland Fire Response, FIREScope guidelines and Wildland Fire Urban Interface (WUI) concepts.
- Completion of ICS 100, ICS 200, ICS 300, ICS 400, ICS 700 and ICS 800 at the time selected for IMT.
- ICS 420 and a Liaison Course within two years of IMT assignment.
 - This course requirement can be met by successful completion of either the CAL FIRE Liaison Officer course, or FEMA's E/L 956: NIMS ICS All-Hazards Liaison Officer course.
- The Law Enforcement Liaison Officers will be required to attend a basic fire behavior/safety training prior to their first IMT deployment.
 - It is recommended that CAL FIRE develop/identify a sanctioned hybrid/"cross-over" class for Law Enforcement that would encompass both fire behavior and safety.
 - NOTE: The California Incident Command Certification System (CICCS) Position Guide requirement for (Fire) Liaison Officers operating in the fire environment is identified as:
**If the LOFR will be operating in the fire area of a wildland incident the following courses will need to be completed:*

Introduction to Wildland Fire Behavior (S-190)
Firefighting Training (S-130)
Annual Fireline Safety Refresher (RT-130)

Exhibit A

- Law Enforcement Liaison Officers will have and be required to demonstrate familiarity with Fire Personal Protective Equipment (PPE) consisting of Nomex Pants and Jacket, gloves, Helmet, web gear, canteen and fire shelter.

Law Enforcement Liaison Objectives are:

- The Law Enforcement Liaison is a subordinate of the Liaison Officer within the ICS Command Structure and is authorized direct communication with the Deputy Incident Commander and Incident Commander as needed.
- The Law Enforcement Liaison will actively participate in cooperators meetings and community meetings as assigned.
- Provide guidance to the IMT members as it relates to interaction with State, Local, and Federal Law Enforcement agencies. Recommend training, networking, or other means to improve upon communications with CAL FIRE IMT's.
- Assist with LOFR duties related to IMT interaction with the Law Enforcement agencies. Communicate expectations of the incident to local law enforcement having jurisdiction and/or investigative responsibility; to include briefing times, meeting participation organizational structure and weapons policies.
- Assist and coordinate with the local Law Enforcement to ensure the Law Enforcement Branch is established within the IMT command structure as necessary.
- Work with Facilities Unit Leader to ensure local Law Enforcement AHJ's are adequately supported to meet their needs. The Law Enforcement Liaison will ensure these law enforcement agencies are collocated in the Incident Command Post maintaining excellent communications and real time situational awareness.
- The Law Enforcement Liaison will ensure that Law Enforcement Mutual Aid Procedures and agreements are adhered to.
- The Law Enforcement Liaison will participate in the development and support of the Evacuation Plan(s) and Repopulation Plan(s).
- The Law Enforcement Liaison will coordinate with local Law Enforcement, local agency cooperators, the IMT Information Officer and Operations Section Chiefs to ensure an evacuation plan is thoroughly vetted, completed and released within an effective timeline.
- The Law Enforcement Liaison will work with Logistics Section Chief and Facilities Unit Leader to make recommendations about the level of security for Incident Command Post, Base Camps, Command and General Staff meetings, and any other potential security threats to IMT facilities locations, incident staff and public. Coordinate security for IMT as needed through local Law Enforcement, Base Camp Security Managers, or Contract Force Protection.

Exhibit A

- The Law Enforcement Liaison will foster and maintain a working relationship with the IMT Safety Officer, immediately communicating and gather information relating to all issues of safety, and the security around the Incident Command Post, camp and staging areas.
- The Law Enforcement Liaison will build on relations made during the IMT Cooperator meetings, including but not limited to the local Law Enforcement, Highway Patrol, United States Forest Service (USFS), Bureau of Land Management (BLM), Bureau of Indian Affairs (BIA) and Tribal Law Enforcement.
- If IMT is activated to respond to a Law Enforcement driven event such as a release of a weapon of mass destruction or act of terrorism, the Law Enforcement Liaison should work closely with the Incident Commander to meet with and be familiar with the capabilities of Law Enforcement Agency of jurisdiction.
- The Law Enforcement Liaison should act as Terrorism Liaison Officer (TLO) to the IMT. They should provide accurate and timely information that may have relevance to the IMT operational response or coordination with the local Law Enforcement agencies. The Law Enforcement Liaison is responsible for briefing the IMT Command and General Staff on intelligence gathered while meeting with the local Law Enforcement during the IMT activation.
- As the TLO, the Law Liaison shall disseminate terrorism-related information and intelligence to personnel within their agencies' in an efficient and lawful manner. TLOs are responsible for verifying that all personnel with whom they share terrorism-related information have a valid need- and right-to-know the information.
- Act as the Intelligence Officer as identified by the National Incident Management System (NIMS). The intelligence officer is responsible for managing internal information, intelligence, and operational security requirements supporting incident management activities.

These may include information security and operational security activities, as well as the complex task of ensuring that sensitive information of all types (e.g., classified information, law enforcement sensitive information, proprietary information, or export-controlled information) is handled in a way that not only safeguards the information, but also ensures that it is communicated through the chain of command to those needing the information to perform their missions effectively and safely.

STATE OF CALIFORNIA
 Department of Forestry and Fire Protection
Contractor Certification Clauses for Services
 CAL FIRE-20 (Rev. 02/12) (Page 1 of 3)

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

<i>Contractor/Firm Name (Printed)</i>		<i>Federal ID Number</i>
County of Shasta		94-6000535
<i>By (Authorized Signature)</i>		
<i>Printed Name and Title of Person Signing</i>		
Les Baugh, Chairman, Board of Supervisors, County of Shasta, State of California		
<i>Date Executed</i>	<i>Executed in the County of</i>	
	Shasta	
ATTENTION CONTRACTOR: Please be sure to initial clauses, where required.		

1. DARFUR CONTRACTING ACT VENDOR CERTIFICATION

FORM CAL FIRE-720: Under the Darfur Contracting Act (Public Contract Code Sections 10475-10481), if a company that currently, or within the previous three years, has had business activities or other operations outside of the United States submits a bid or proposal for a State of California contract for goods or services, the State agency must require the company to certify that it is not a *scrutinized* company as defined in Public Contract Code Section 10476, or that it is a scrutinized company that has been granted permission by the California Department of General Services to submit a bid or proposal for the contract.

CONTRACTOR: You MUST INITIAL either line (a) or (b) below, to indicate your company's current certification requirement:

☒ (a) We currently have, or have had within the previous three years, business activities or other operations outside of the United States, and, therefore, are REQUIRED to and shall complete and submit a form CAL FIRE-720 (Darfur Contracting Act Vendor Certification) with our bid or proposal for this contract for goods or services.

OR

☐ (b) We currently do not have, and have not had within the previous three years, business activities or other operations outside of the United States, and, therefore, are NOT REQUIRED to complete and submit a form CAL FIRE-720 (Darfur Contracting Act Vendor Certification) with our bid or proposal for this contract for goods or services.

2. STATEMENT OF COMPLIANCE: Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 8103) (Not applicable to public entities.)

3. DRUG-FREE WORKPLACE REQUIREMENTS: Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

- a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.
- b. Establish a Drug-Free Awareness Program to inform employees about:
 - 1) the dangers of drug abuse in the workplace;
 - 2) the person's or organization's policy of maintaining a drug-free workplace;
 - 3) any available counseling, rehabilitation and employee assistance programs; and,
 - 4) penalties that may be imposed upon employees for drug abuse violations.
- c. Every employee who works on the proposed Agreement will:
 - 1) receive a copy of the company's drug-free workplace policy statement; and,
 - 2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

STATE OF CALIFORNIA
Department of Forestry and Fire Protection
CAL FIRE-20 (Rev. 02/12) (Page 2 of 3)

4. NATIONAL LABOR RELATIONS BOARD CERTIFICATION:

Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)

5. CONTRACTS FOR LEGAL SERVICES \$50,000 OR MORE- PRO BONO REQUIREMENT:

Contractor hereby certifies that contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003. Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lesser of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

6. EXPATRIATE CORPORATIONS: Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

7. SWEATFREE CODE OF CONDUCT:

- a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.
- b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

8. DOMESTIC PARTNERS: For contracts over \$100,000 executed or amended after January 1, 2007, the contractor certifies that contractor is in compliance with Public Contract Code section 10295.3.

DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California:

1. PROMPT PAYMENT CLAUSE: Payment will be made in accordance with, and within the time specified in, Government Code Chapter 4.5, commencing with Section 927. In the event of an emergency, as defined in section 927.11, late payment penalties may not apply. **Specific to the California Department of Forestry and Fire Protection (CAL FIRE), if an invoice from a business under contract with CAL FIRE becomes subject to late payment penalties during the annually declared fire season, then the required payment approval date shall extend thirty (30) calendar days beyond the initial forty-five (45)-day period, except in the case of a contract with a certified small business, a certified Disabled Veteran Business Enterprise, a non-profit organization, or a non-profit public benefit corporation.**

2. CONFLICT OF INTEREST: Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification. Current State Employees (Pub. Contract Code §10410):

- 1) No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.
- 2) No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code §10411):

- 1) For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.
- 2) For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (Pub. Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))

3. LABOR CODE/WORKERS' COMPENSATION: Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

STATE OF CALIFORNIA
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4. AMERICANS WITH DISABILITIES ACT: Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

5. CONTRACTOR NAME CHANGE: An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

6. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

- a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.
- b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.
- c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

7. RESOLUTION: A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

8. AIR OR WATER POLLUTION VIOLATION: Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

9. PAYEE DATA RECORD FORM STD. 204: This form must be completed by all contractors that are not another state agency or other governmental entity.

10. PREVAILING WAGES: (Rates can be viewed at www.dir.ca.gov/DLSR)

- 1) In accordance with the provisions of Section 1770 and 1773 of the Labor Code, contractor and any subcontractor shall conform to the general prevailing wages as determined by the Director of Industrial Relations. Copies of these wage rate determinations or amendments may be reviewed at the principal office of the contracting agency.
- 2) In accordance with Labor Code section 1813, contractor shall forfeit to the State a penalty of twenty-five dollars (\$25) for each calendar day or portion thereof for any of contractor's workers or subcontractors paid less than the stipulated prevailing wage.
- 3) Contractor further agrees to pay each worker the difference

between the actual amount paid for each calendar day or portion thereof, and the stipulated prevailing wage rate. This provision does not apply to properly registered apprentices.

- 4) In accordance with Labor Code sections 1810, 1811, and 1814, the maximum hours a worker will be employed is limited to eight (8) hours a day and 40 hours a week, except as permitted below. Contractor shall forfeit twenty-five dollars (\$25) per day as a penalty to the State for each worker employed under the contract in violation of this law.
- 5) In accordance with Labor Code section 1815, contractor is permitted to employ workers more than eight (8) hours a day and 40 hours a week at not less than 1 1/2 times the basic rate of pay.

**Operating Plan for Cooperating Agency Personnel on
CAL FIRE Incident Management Teams (IMT)/ECC Support Teams (ECCST)
(No.52 October 2013)**

This Operating Plan is for use with local and federal agencies who participate on a CAL FIRE IMT and/or ECCST. This Operating Plan is made and entered into on this 10th day of July, 2018 by and between the State of California, CAL FIRE, hereinafter called CAL FIRE, and the County of Shasta through its Sheriff's Office, hereinafter called Cooperating Agency.

CAL FIRE maintains pre-established Incident Management Teams/ECC Support Teams for deployment to emergencies on a year round basis.

Generally Cooperating Agencies do not have the opportunity to participate in the management of complex and long-term incidents. Participation on CAL FIRE IMT/ECCST provides the opportunity for Cooperating Agency employees to gain valuable experience and fulfill Incident Command System (ICS) trainee requirements. Cooperating Agencies have a desire to participate on CAL FIRE IMT and both CAL FIRE and the Cooperating Agencies recognize the benefits of such interagency participation.

CAL FIRE policy allows the utilization of Cooperating Agency employees on its IMTs.

CAL FIRE's goal is to provide consistent, accurate, and timely reimbursement to Cooperating Agency for their actual personnel, equipment, and incidental support costs associated with deployment of their employee's assigned to a CAL FIRE IMT.

This Operating Plan establishes provisions for availability, training, deployment, and reimbursement as it pertains to the assignment of

Thomas Campbell Lietenant to CAL FIRE IMT # 4 as

Name Rank

Law Enforcement Technical Specialist

Position assigned

CAL FIRE and the Cooperating Agency signatory to this Operating Plan agree to the following:

1. Cooperating Agency team members must meet the training and/or experience requirements for their assigned position pursuant to requirements of the California Incident Command Certification System (CICCS). Team members assigned as trainees will have the prerequisite knowledge, skills, and abilities for the assigned ICS position.
2. IMT/ECCST is required to be available on an assigned rotational basis during the year. There is no compensation by CAL FIRE for team members while on team rotation status.
3. Upon notification of team activation members are required to respond within 60 minutes. Cooperating Agency personnel shall be contacted by their respective Emergency Command Centers (ECC) via the local CAL FIRE ECC. Team members are expected to be available for the entire duration of the incident.
4. Occasionally CAL FIRE activates an IMT/ECCST to perform administrative assignments. Participation of Cooperating Agency personnel on administrative IMT assignments is optional.
5. Cooperating Agencies are responsible for all costs associated with team training and meetings. It is highly recommended that all personnel attend team training and meetings.
6. Reimbursement to the Cooperating Agency for the actual costs associated with a team deployment is defined below. Payment will be consistent with the current California Fire Assistance Agreement (CFAA) and will constitute full reimbursement to the Cooperating Agency.
7. General responsibilities of a Law Liaison are attached as exhibit A to this agreement.

Personnel Rates

Standard work week hours (40, 56, 72, etc.): 40

Hourly Employee:

(Battalion Chief and below and all civilian employees)

Straight Time: \$88.86 (\$/hour)

Check One: Actual Hours Worked
 X Portal-to-Portal

Salaried Employee:

(Assistant Chief and above)

Salary: \$88.86 (\$/hour)

(\$/pay period divided by hrs/pay period = \$hr.)

Differential Pay: (IMAD, ERB, etc.) _____ (\$/hour)

Staff Benefit Rates:

(Based on hourly or salaried compensation)

Workers Compensation: 0 (%) incl. in above rate

Unemployment Insurance: 0 (%) incl. in above rate

Administrative Rate: 10.0 (%)

Vehicle Mileage Rate: \$0.545 (\$/mile)

(IRS standard mileage rate)

Determining Total Personnel Reimbursement

1. Uniformed Emergency Response Personnel; Salaried (Assistant Chief and above)

Uniformed personnel above the rank of Battalion Chief shall be reimbursed portal to portal at straight time unless the employee has an MOU or governing body resolution that dictates they are to be paid above straight time. The MOU or resolution must not be contingent on this agreement or executed on the sole basis that there is reimbursement from the State of California.

2. Uniformed Emergency Response Personnel: Hourly (Battalion Chief and below)

Uniformed personnel that routinely respond to emergencies (Chief Officers, Company Officers, and Firefighters) will be reimbursed portal to portal for time committed to the incident.

3. Non-Emergency Response and Civilian Personnel: Hourly (Dispatcher, Heavy Equipment Mechanic, Inspector, etc.)

All other personnel will be reimbursed for actual time worked (straight and overtime hours based

on their normal duty schedule) on the incident unless there is an MOU or governing body resolution that dictates the specific position is to be reimbursed for the total time committed to an emergency incident. The MOU or resolution must not be contingent on this agreement or executed on the sole basis that there is reimbursement from the State of California.

Determining Total Compensation

Total personnel reimbursement in dollars (+) administrative rate times personnel reimbursement dollars (+) mileage (=) total compensation.

Rates may be updated by submitting an Operating Plan to the Team IC/Team Leader for approval. Reimbursement will be based on the Operating Plan on file with the Team IC/Team Leader at the time of dispatch.

It is the intent of this Operating Plan to prepare documents for the reimbursement of Cooperating Agency employee salaries and staff benefits at the incident. Costs for employee post coverage will be consistent with direction contained in the current version of CFAA. Cooperating Agency may submit a bill to CAL FIRE for those incidental costs incurred enroute to and from the incident and other incident related costs (e.g. including but not limited to, meals, lodging, cell phone calls and vehicle mileage). Per Diem and lodging costs shall not exceed those for CAL FIRE Bargaining Unit 8 employees. The Cooperating Agency must provide supporting documentation for all reimbursable incidental costs.

The standard Administrative Rate is set by CAL EMA, per a rate letter published annually. Local Cooperators must review and update their rate annually with Cal EMA.

Cooperating Agency personnel shall complete a FC-33 Overhead Crew Equipment Report to provide supporting documentation for reimbursement.

Cooperating Agency may submit claims to the Victim Compensation and Government Claims Board for the loss or damage to equipment or vehicles directly related to fire suppression activities and where the actions of Cooperating Agency personnel and/or operational failures in the equipment or vehicles are not a contributing factor to such loss or damage. In all cases, loss or damage to Cooperating Agency equipment or vehicles must be reported to the Incident Finance Section, Compensation/Claims Unit. Non-documented loss or damage shall not be considered incident related for the Victim Compensation and Government Claims Board process. Loss or damage to Cooperating Agency equipment or vehicles while enroute to or return from an incident, due to normal wear and tear, or due to negligent or unlawful operation by the operator shall be the responsibility of the Cooperating Agency.

The Cooperating Agency is responsible for providing workers compensation coverage.

CAL FIRE and Cooperating Agency shall be subject to examination and audit for three years after final payment under the terms of this Operating Plan. Examination and audit shall be confined to those matters connected with the performance of this Operating Plan including, but not limited to, the cost of administration.

When an IMT/ECCST is placed on hard cover or is prepositioned, all IMT/ECCST members will be compensated. It is the expectation that IMT/ECCST members will return to work and be available for immediate dispatch for a CAL FIRE response.

This Operating Plan will be in effect for one year unless terminated in writing from one party to the other or superseded by a new Operating Plan. Total compensation shall not exceed \$150,000. This agreement may be executed in any number of counterparts, including facsimile counterparts, with the same effect as if all signing parties had signed the same document.

DAVE RUSSELL
CAL FIRE Incident Commander

[Signature]
Signature

604 Antelope Blvd
Address

RED BLUFF CA 96080
City, CA, Zip

530 200-2503
Phone Number

Incident Command Team # 4

Authorized pursuant to CMC 2R.04.300

Les Baugh, Chairman, Board of Supervisors
Cooperating Agency Representative
County of Shasta, State of California

[Signature]
Signature

1450 Court St., Suite 308A
Address

Redding, CA 96001-1680
City, CA, Zip

530-225-5561 (admin) / 530-245-6165 (Sheriff's Office)
Phone Number

94-6000535
Federal Employer ID #

[Blank]
Vendor Code #

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

COUNTY OF SHASTA

Date: _____

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

ATTEST:

LAWRENCE G. LEES
Clerk of the Board of Supervisors

By: _____
Deputy

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

AmM 7/18/18
By: Adam M. Pressman
Senior Deputy County Counsel

RISK MANAGEMENT APPROVAL

By: 07/18/2018
James Johnson
Risk Management Analyst III

CONSULTANT

Date: 7/13/2018

By: [Signature]
CAL FIRE Incident Commander

Roles and Responsibilities of the Law Enforcement Liaison Officer on CAL FIRE Incident Management Teams

The Law Enforcement Liaison Officer (LOFR) position was created to fill a specific need within the CAL FIRE Incident Management Team (IMT) structure. Experience has taught IMTs that having a Law Enforcement representative assigned as a member of the IMT pays dividends when dealing with large-scale evacuations or other Law Enforcement issues. This paper is a working document designed to develop clear roles and responsibilities of the Law Enforcement Liaison Officer serving on a CAL FIRE IMT.

Law Enforcement Liaison Officer Minimum Qualifications:

- 15 years minimum in Law Enforcement experience
- Minimum rank of Sergeant; Lieutenant or above preferred
- Critical Incident Command Experience as an Agency Representative (AREP).
- Familiarity with All-Risk Incident Management concepts, to include Wildland Fire Response, FIREScope guidelines and Wildland Fire Urban Interface (WUI) concepts.
- Completion of ICS 100, ICS 200, ICS 300, ICS 400, ICS 700 and ICS 800 at the time selected for IMT.
- ICS 420 and a Liaison Course within two years of IMT assignment.
 - This course requirement can be met by successful completion of either the CAL FIRE Liaison Officer course, or FEMA's E/L 956: NIMS ICS All-Hazards Liaison Officer course.
- The Law Enforcement Liaison Officers will be required to attend a basic fire behavior/safety training prior to their first IMT deployment.
 - It is recommended that CAL FIRE develop/identify a sanctioned hybrid/"cross-over" class for Law Enforcement that would encompass both fire behavior and safety.
 - NOTE: The California Incident Command Certification System (CICCS) Position Guide requirement for (Fire) Liaison Officers operating in the fire environment is identified as:

**If the LOFR will be operating in the fire area of a wildland incident the following courses will need to be completed:*

Introduction to Wildland Fire Behavior (S-190)
Firefighting Training (S-130)
Annual Fireline Safety Refresher (RT-130)

Exhibit A

- Law Enforcement Liaison Officers will have and be required to demonstrate familiarity with Fire Personal Protective Equipment (PPE) consisting of Nomex Pants and Jacket, gloves, Helmet, web gear, canteen and fire shelter.

Law Enforcement Liaison Objectives are:

- The Law Enforcement Liaison is a subordinate of the Liaison Officer within the ICS Command Structure and is authorized direct communication with the Deputy Incident Commander and Incident Commander as needed.
- The Law Enforcement Liaison will actively participate in cooperators meetings and community meetings as assigned.
- Provide guidance to the IMT members as it relates to interaction with State, Local, and Federal Law Enforcement agencies. Recommend training, networking, or other means to improve upon communications with CAL FIRE IMT's.
- Assist with LOFR duties related to IMT interaction with the Law Enforcement agencies. Communicate expectations of the incident to local law enforcement having jurisdiction and/or investigative responsibility; to include briefing times, meeting participation organizational structure and weapons policies.
- Assist and coordinate with the local Law Enforcement to ensure the Law Enforcement Branch is established within the IMT command structure as necessary.
- Work with Facilities Unit Leader to ensure local Law Enforcement AHJ's are adequately supported to meet their needs. The Law Enforcement Liaison will ensure these law enforcement agencies are collocated in the Incident Command Post maintaining excellent communications and real time situational awareness.
- The Law Enforcement Liaison will ensure that Law Enforcement Mutual Aid Procedures and agreements are adhered to.
- The Law Enforcement Liaison will participate in the development and support of the Evacuation Plan(s) and Repopulation Plan(s).
- The Law Enforcement Liaison will coordinate with local Law Enforcement, local agency cooperators, the IMT Information Officer and Operations Section Chiefs to ensure an evacuation plan is thoroughly vetted, completed and released within an effective timeline.
- The Law Enforcement Liaison will work with Logistics Section Chief and Facilities Unit Leader to make recommendations about the level of security for Incident Command Post, Base Camps, Command and General Staff meetings, and any other potential security threats to IMT facilities locations, incident staff and public. Coordinate security for IMT as needed through local Law Enforcement, Base Camp Security Managers, or Contract Force Protection.

- The Law Enforcement Liaison will foster and maintain a working relationship with the IMT Safety Officer, immediately communicating and gather information relating to all issues of safety, and the security around the Incident Command Post, camp and staging areas.
- The Law Enforcement Liaison will build on relations made during the IMT Cooperator meetings, including but not limited to the local Law Enforcement, Highway Patrol, United States Forest Service (USFS), Bureau of Land Management (BLM), Bureau of Indian Affairs (BIA) and Tribal Law Enforcement.
- If IMT is activated to respond to a Law Enforcement driven event such as a release of a weapon of mass destruction or act of terrorism, the Law Enforcement Liaison should work closely with the Incident Commander to meet with and be familiar with the capabilities of Law Enforcement Agency of jurisdiction.
- The Law Enforcement Liaison should act as Terrorism Liaison Officer (TLO) to the IMT. They should provide accurate and timely information that may have relevance to the IMT operational response or coordination with the local Law Enforcement agencies. The Law Enforcement Liaison is responsible for briefing the IMT Command and General Staff on intelligence gathered while meeting with the local Law Enforcement during the IMT activation.
- As the TLO, the Law Liaison shall disseminate terrorism-related information and intelligence to personnel within their agencies' in an efficient and lawful manner. TLOs are responsible for verifying that all personnel with whom they share terrorism-related information have a valid need- and right-to-know the information.
- Act as the Intelligence Officer as identified by the National Incident Management System (NIMS). The intelligence officer is responsible for managing internal information, intelligence, and operational security requirements supporting incident management activities.

These may include information security and operational security activities, as well as the complex task of ensuring that sensitive information of all types (e.g., classified information, law enforcement sensitive information, proprietary information, or export-controlled information) is handled in a way that not only safeguards the information, but also ensures that it is communicated through the chain of command to those needing the information to perform their missions effectively and safely.

STATE OF CALIFORNIA

Department of Forestry and Fire Protection

Contractor Certification Clauses for Services

CAL FIRE-20 (Rev. 02/12) (Page 1 of 3)

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

<i>Contractor/Firm Name (Printed)</i> County of Shasta		<i>Federal ID Number</i> 94-6000535
<i>By (Authorized Signature)</i>		
<i>Printed Name and Title of Person Signing</i> Les Baugh, Chairman, Board of Supervisors, County of Shasta, State of California		
<i>Date Executed</i>	<i>Executed in the County of</i> Shasta	
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OR

☐ (b) We currently do not have, and have not had within the previous three years, business activities or other operations outside of the United States, and, therefore, are NOT REQUIRED to complete and submit a form CAL FIRE-720 (Darfur Contracting Act Vendor Certification) with our bid or proposal for this contract for goods or services.

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STATE OF CALIFORNIA
Department of Forestry and Fire Protection
CAL FIRE-20 (Rev. 02/12) (Page 2 of 3)

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Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)

5. CONTRACTS FOR LEGAL SERVICES \$50,000 OR MORE- PRO BONO REQUIREMENT:

Contractor hereby certifies that contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003. Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lesser of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

6. EXPATRIATE CORPORATIONS: Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

7. SWEATFREE CODE OF CONDUCT:

- a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.
- b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

8. DOMESTIC PARTNERS: For contracts over \$100,000 executed or amended after January 1, 2007, the contractor certifies that contractor is in compliance with Public Contract Code section 10295.3.

DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California:

1. PROMPT PAYMENT CLAUSE: Payment will be made in accordance with, and within the time specified in, Government Code Chapter 4.5, commencing with Section 927. In the event of an emergency, as defined in section 927.11, late payment penalties may not apply. **Specific to the California Department of Forestry and Fire Protection (CAL FIRE), if an invoice from a business under contract with CAL FIRE becomes subject to late payment penalties during the annually declared fire season, then the required payment approval date shall extend thirty (30) calendar days beyond the initial forty-five (45)-day period, except in the case of a contract with a certified small business, a certified Disabled Veteran Business Enterprise, a non-profit organization, or a non-profit public benefit corporation.**

2. CONFLICT OF INTEREST: Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification. Current State Employees (Pub. Contract Code §10410):

- 1) No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.
- 2) No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code §10411):

- 1) For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.
- 2) For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (Pub. Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))

3. LABOR CODE/WORKERS' COMPENSATION: Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

STATE OF CALIFORNIA
Department of Forestry and Fire Protection
CAL FIRE-20 (Rev. 02/12) (Page 3 of 3)

4. AMERICANS WITH DISABILITIES ACT: Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

5. CONTRACTOR NAME CHANGE: An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

6. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

- a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.
- b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.
- c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

7. RESOLUTION: A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

8. AIR OR WATER POLLUTION VIOLATION: Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

9. PAYEE DATA RECORD FORM STD. 204: This form must be completed by all contractors that are not another state agency or other governmental entity.

10. PREVAILING WAGES: (Rates can be viewed at www.dir.ca.gov/DLSR)

- 1) In accordance with the provisions of Section 1770 and 1773 of the Labor Code, contractor and any subcontractor shall conform to the general prevailing wages as determined by the Director of Industrial Relations. Copies of these wage rate determinations or amendments may be reviewed at the principal office of the contracting agency.
- 2) In accordance with Labor Code section 1813, contractor shall forfeit to the State a penalty of twenty-five dollars (\$25) for each calendar day or portion thereof for any of contractor's workers or subcontractors paid less than the stipulated prevailing wage.
- 3) Contractor further agrees to pay each worker the difference

between the actual amount paid for each calendar day or portion thereof, and the stipulated prevailing wage rate. This provision does not apply to properly registered apprentices.

- 4) In accordance with Labor Code sections 1810, 1811, and 1814, the maximum hours a worker will be employed is limited to eight (8) hours a day and 40 hours a week, except as permitted below. Contractor shall forfeit twenty-five dollars (\$25) per day as a penalty to the State for each worker employed under the contract in violation of this law.
- 5) In accordance with Labor Code section 1815, contractor is permitted to employ workers more than eight (8) hours a day and 40 hours a week at not less than 1 1/2 times the basic rate of pay.

REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS

BOARD MEETING DATE: July 24, 2018

CATEGORY: Consent - Law and Justice-13.

SUBJECT:

Resolution Declaring Local Emergency No Longer Exists

DEPARTMENT: Sheriff

Supervisory District No. : 2

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

STAFF REPORT APPROVED BY: Tom Bosenko, Sheriff

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

RECOMMENDATION

Adopt a resolution which declares the termination of the June 24, 2018 proclamation of a local emergency for the Creek Fire, subject to Government Code 8630 (d) review requirements.

SUMMARY

The conditions that arose and resulted in the June 24, 2018 proclamation of local emergency, ratified by the Board of Supervisors on June 26, 2018 have been mitigated. There is no need to continue the proclamation.

DISCUSSION

On June 24, 2018 several fires broke out in the area of Clear Creek Road. The fire was referred to as the Creek Complex Fires. Due to the rapid spread of the fire, several areas were forced to evacuate and lost power. Due to the efforts of law enforcement and fire fighters no lives were lost during this event.

The fire burned 1,678 acres. It consumed four residences, seven minor structures, and destroyed other infrastructure including approximately 1300 feet in guard railing and power poles. One fire fighter was injured during this event. As of June 28, 2018 the fire threat had been mitigated and all evacuation orders/warnings had been lifted. At this time it is recommended that the Board of Supervisor's adopt a resolution declaring the local emergency no longer exists.

ALTERNATIVES

There are no recommended alternatives.

OTHER AGENCY INVOLVEMENT

CAL FIRE, California Highway Patrol (CHP), Shasta Area Safety Communications Agency (SHASCOM), Shasta County Sheriff's Office Search and Rescue, Shasta County Public Works, California Office of Emergency Services (Cal OES), Shasta County/CAL FIRE, Redding Fire Department, Happy Valley Fire Department, Cottonwood Fire Department, Bureau

of Land Management, and the American Red Cross participated in this local emergency.

FINANCING

Cost associated with the incident have not been totaled. County Staff will be working with Cal OES and the Federal Emergency Management Agency (FEMA) on seeking applicable reimbursements under a Fire Management Assistance Grant (FMAG) declared on June 25, 2018.

ATTACHMENTS:

Description	Upload Date	Description
End Local Emergency Creek Fire	7/17/2018	End Local Emergency Creek Fire

RESOLUTION NO. 2018-

**A RESOLUTION OF THE BOARD OF SUPERVISORS
OF THE COUNTY OF SHASTA
DECLARING THE LOCAL EMERGENCY, CREEK FIRE
NO LONGER EXISTS**

WHEREAS, Section 2.72.060, Shasta County Code of the County of Shasta empowers the Director of Emergency Services to proclaim the existence or threatened existence of a local emergency if the Board of Supervisors is not in session; and

WHEREAS, conditions of extreme peril to the safety of persons and property arose within the County of Shasta, in that wildland fire has devastated the communities of Happy Valley, Igo, Ono and west Redding in southwestern Shasta County and adjacent area, at which time the Board of Supervisors was not in session; and

WHEREAS, the wildland fire has been identified as the “Creek Fire” for the suppression, proclamation, assessment, and assistance purposes; and

WHEREAS, the Director of Emergency Services of the County did proclaim the existence of a local emergency within the County of Shasta due to the Creek Fire on the 24th day of June, 2018 at 8:00 p.m.; and

WHEREAS, on the day of declaration at least 53 engines, two helicopters, 13 dozers, and 13 water tenders, were supporting 593 fire personnel to battle the Creek Fire which had consumed approximately 1,300 acres, injured one firefighter, destroyed four structures/residence and forced the evacuation of hundreds of residents within the County of Shasta; and

WHEREAS, the Creek Fire did consume more than 1,678 acres and destroyed four residences and seven minor structures, destroyed approximately 1,300 linear feet of Shasta County guardrails, caused significant damage to the utilities as power poles and lines were destroyed, and several Shasta county roads, road signs and infrastructure were destroyed; and

WHEREAS, as of June 28, 2018, the fire threat was mitigated by fire personnel and all evacuation orders/warnings were lifted for the area.

NOW, THEREFORE, BE IT RESOLVED, that the conditions that caused the emergency declaration have since passed and the local emergency is deemed to no longer exist.

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

Resolution No. 2018

July 24, 2018

Page 2

AYES:

NOES:

ABSENT:

ABSTAIN:

RECUSE:

LES BAUGH, CHAIRMAN

Board of Supervisors

County of Shasta

State of California

ATTEST:

LAWRENCE G. LEES

Clerk of the Board of Supervisors

By _____
Deputy

REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS

BOARD MEETING DATE: July 24, 2018

CATEGORY: Consent - Public Works-14.

SUBJECT:

CSA 3-Castella - Water Agency Contract

DEPARTMENT: Public Works

County Service Area No. 3-Castella Water

Supervisory District No. : 4

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

On behalf of County Service Area (CSA) No. 3-Castella Water, approve and authorize the Chairman to sign a contract with the Shasta County Water Agency in an amount not to exceed \$450 per acre-foot (for up to 77 acre-feet of water per year) to recover Central Valley Project operating and construction costs with Water Agency overhead for the period date of signing through February 28, 2045.

SUMMARY

An updated water supply agreement is proposed for CSA No. 3-Castella Water.

DISCUSSION

In 1967, the Water Agency and the U.S. Bureau of Reclamation (“Bureau”) entered into a water supply contract for Central Valley Project Water (Master Agreement). Subcontracts were executed with water purveyors and private citizens. In 1977, County Service Area No. 3-Castella Water (“CSA”) obtained an appropriative water right to divert from Castle Creek. That’s a junior water right so other supplies are required during the summer. The CSA has a subcontract with the Water Agency for up to 77 acre-feet from Castle Creek. This point of diversion is above Bureau facilities so it is deemed to be “Replacement” water. In 2005, a new Master Agreement was concluded. The Fiscal Year 2015-2016 Grand Jury Report recommended new subcontracts to reflect the new Master Agreement.

ALTERNATIVES

The Board may direct staff to renegotiate the proposed subcontract. The Master Agreement limits flexibility.

OTHER AGENCY INVOLVEMENT

The Bureau has reviewed the contract for Replacement water. County Counsel has approved the contract as to form. Risk Management has reviewed and approved the contract. The recommendation has been reviewed by the County Administrative

Office.

FINANCING

Sufficient resources were included in the Adopted 2018-19 CSA No. 3-Castella Water Admin budget. There is no General Fund impact.

ATTACHMENTS:

Description	Upload Date	Description
CSA 3-Castella SCWA Contract	7/12/2018	CSA 3-Castella SCWA Contract

**SHASTA COUNTY WATER AGENCY
Redding, California**

CONTRACT FOR REPLACEMENT WATER

This Contract, made the ____ day of _____, 2018, between the SHASTA COUNTY WATER AGENCY, ("Agency"), and the Shasta County Service Area No. 3 - Castella ("Contractor").

WITNESSETH, That:

WHEREAS, Agency entered into a contract with the United States of America entitled "Contract Between the United States of America and the Shasta County Water Agency Providing for Water Service," Contract No. 14-06-200-3367A, dated June 30, 1967, which contract permitted the diversion of Central Valley Project water from Shasta Lake, Keswick Reservoir, and Whiskeytown Lake ("Project Water") by Agency and its contractors under certain terms and conditions; and

WHEREAS, Agency and Contractor entered into an agreement entitled, "Contract for Replaced Water," dated January 15, 1980, for up to 77 acre feet of Replacement Water annually; and

WHEREAS, Agency entered into a contract with the United States of America entitled "Long Term Renewal Contract Between the United States of America and the Shasta County Water Agency Providing for Water Service from the Sacramento River, Shasta, and Trinity River Divisions," Contract No. 14-06-200-3367A-LTR1, dated May 27, 2005, hereinafter referred to as the "Master Agreement," which contract permits the diversion of Central Valley Project water from Shasta Lake, Keswick Reservoir, and Whiskeytown Lake ("Project Water") by Agency and its contractors under certain terms and conditions through February 28, 2045; and

WHEREAS, Agency has the power to enter into contracts with any public corporation, person, district, municipality, or political subdivision of the State for the purchase and sale of water; and

WHEREAS, Contractor has the power to enter into contracts with any public corporation, person, district,

municipality, or political subdivision of the State for the purchase and sale of water; and

WHEREAS, Contractor desires to divert Replacement Water from the Central Valley Project for municipal and industrial purposes from a point of diversion and within a place of use approved by the U.S. Bureau of Reclamation.

NOW, THEREFORE, IT IS AGREED:

1. The Master Agreement is hereby made a part of this Contract and the terms and conditions thereof and any determination or actions taken thereunder shall be binding upon the parties as if said Master Agreement were fully set out herein. Unless expressly stated or unless manifestly inconsistent with the context in which used, definitions contained in said Master Agreement shall apply in this Contract.
2. This Contract shall be effective on the date set forth above and shall remain in effect for the duration of the Master Agreement. Either party may terminate this Contract without cause on 30 days' written notice.
3. Contractor is entitled to divert water at such point of diversion as shown in Exhibit A, attached and incorporated herein, for use within the Contractor's service area. The quantity of water Contractor may divert shall not exceed 77 acre feet per year. If Contractor wishes to divert less than the maximum amount of water permitted under this Contract, it shall upon the execution of this Contract and for each subsequent calendar year submit by December 15th a schedule of diversion satisfactory to the Agency and approved by it for the water to be diverted during the following calendar year or portion thereof.
4. Contractor shall install, operate, and maintain, at its sole expense, measuring equipment satisfactory to Agency. In the event such equipment is found by Agency to be faulty or not operating properly, it shall be repaired or replaced by Contractor at its expense. In the event Contractor fails to make such repairs or replacement within a reasonable time, it may be done by Agency and the cost thereof shall be paid by Contractor to Agency within 60 days following

the date a statement of such cost is furnished to Contractor by Agency.

5. Contractor shall pay Agency all sums due under this Contract in accordance with the rates of water service established by Agency. These rates will be established to, as nearly as practicable, recover the actual costs incurred by Agency under the Master Agreement and the cost of administration involved. The rate currently established by Agency for Replacement Water is Sixty One Dollars and Forty Six Cents (\$61.46) per acre foot for water delivered. "Water under contract" shall mean the quantity of water Contractor is entitled to divert as shown in section 3. This rate shall remain in effect unless Contractor is notified of its revision under the schedule provided in Master Agreement Section 7(b). Payments shall be due within thirty days of billing each year for water diverted or contracted for during the previous water year, and shall be delinquent after 30 days. A penalty of 1 percent of the amount of delinquency shall be charged each month, or fraction thereof, of said delinquency. In the event Contractor diverts more water than is specified in the schedule submitted in accordance with Section 3 above, Agency shall deduct the amount from future allocations for that year until the annual quantity is equaled or exceeded and Contractor's right to divert suspended.
6. In accordance with Article 12 of the Master Agreement, there may occur shortages in the quantity of water available to Agency under said Master Agreement. Agency reserves the right to allocate available supply to all or some of its water users in such amounts as Agency in its sole discretion may determine, and no liability shall accrue to Agency or any of its officers or employees on the basis of said shortage or Agency's decision to reduce water allocation to Contractor or any other purchaser of Agency water. Such shortage shall not relieve Contractor of its obligation to make the payments required in this Contract.
7. In accordance with Article 12 of the Master Agreement, there may occur shortages in the quantity of water available to Agency under said Master Agreement. In order to ensure consistent supply to Contractor,

Agency reserves the right to enter into transfer agreements with other sources in such amounts as Agency in its sole discretion may determine, and no liability shall accrue to Agency or any of its officers or employees on the basis of said transferred water or Agency's decision to supply water to Contractor or any other purchaser of Agency water. Costs related to such transfer shall not relieve Contractor of its obligation to make the payments required in this Contract.

8. Agency makes no representations and assumes no responsibility with respect to the quality of water which is made available under this Contract.
9. Contractor shall be solely responsible for the control, distribution and disposal of water diverted under this Contract and holds Agency harmless from damage connected herewith.
10. Contractor shall defend, hold harmless and indemnify Agency, 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 Agency, expert fees, litigation costs, and investigation costs), damages, judgments or decrees by reason of any person's or persons' bodily injury, including death, or property (including property of Agency) being damaged by the negligent acts, willful acts, or errors or omissions of the Contractor or any person exercising the right to divert water on Contractor's behalf.
11. If Contractor is in default under this Contract Agency may refuse delivery of water and may terminate this Contract on 10 days written notice to Contractor. If Agency withholds termination in the event of default to afford Contractor an opportunity to cure its default, or for any other reason, Agency may nevertheless terminate this Contract at any later time unless the default is cured prior to the date of termination.
12. Contractor agrees that it will comply fully with all applicable laws, orders and regulations, including but not limited to, federal laws, orders and regulations,

and the laws of the State of California, all as administered by the appropriate authority, concerning the pollution of streams, reservoirs, or water courses, with respect to the discharge of refuse, garbage, sewage effluent, industrial waste, oil, mine tailings, or other pollutants.

13. Contractor agrees as follows:

- a. To comply with Title VI of the Civil Rights Act of July 2, 1964 (42 U.S.C. 2000d), Section 504 of the Rehabilitation Act of 1975 (P.L. 93-112, as amended), the Age Discrimination Act of 1975 (42 U.S.C. 6101, et seq.) and any other applicable civil rights laws, as well as with the respective implementing regulations and guidelines imposed by the U.S. Department of Interior and/or Bureau of Reclamation. These statutes require that no person in the United States shall, on the grounds of race, color, national origin, handicap, or age, be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination under any program receiving financial assistance from the Bureau of Reclamation. By executing this Contract, the Contractor agrees to immediately take any measures necessary to implement this obligation, including permitting officials of the United States to inspect premises, programs, and documents.
- b. To obligate its subcontractors, subgrantees, transferees, successors in interest, or any other participants, receiving federal financial assistance hereunder, to comply with the requirements of this provision.

14. During the performance of this Contract, the Contractor agrees as follows:

- a. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or

national origin. Such action shall include, but not be limited to, the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination, rates of payment or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Contracting Officer setting forth the provisions of this nondiscrimination clause.

- b. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without discrimination because of race, color, religion, sex, or national origin.
- c. The Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the Contracting Officer, advising the said labor union or workers' representative of the Contractor's commitments under Section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- d. The Contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, as amended, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- e. The Contractor will furnish all information and reports required by said amended Executive Order and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the Contracting Officer and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

- f. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this Contract or with any of the said rules, regulations, or orders, this Contract may be canceled, terminated, or suspended, in whole or in part, and the Contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in said amended Executive Order, and such other sanctions may be imposed and remedies invoked as provided in said Executive Order, and such other sanctions may be imposed and remedies invoked as provided in said Executive Order, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
 - g. The Contractor will include the provisions of sections (a) through (g) in every subcontract or purchase order unless exempted by the rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of said amended Executive Order, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.
- 15. Contractor shall not transfer or assign its rights under this Contract without the written consent of the Agency.
- 16. This agreement supersedes all previous agreements relating to the subject of this agreement and constitutes the entire understanding of the parties hereto.

17. Any Notices required to be given pursuant to the terms and provisions of this Contract shall be in writing and shall be sent first-class mail to the following addresses:

If to Agency: Shasta County Water Agency
Attn: Chief Engineer
1855 Placer Street
Redding CA 96001

If to Contractor: County Service Area No. 3 - Castella
Department of Public Works
Attn: Director
1855 Placer Street
Redding CA 96001

IN WITNESS WHEREOF, Agency and Contractor have executed this agreement on the day and year set forth below.

SHASTA COUNTY WATER AGENCY

Date: _____

LES BAUGH, CHAIRMAN
Board of Directors
Water Agency
County of Shasta
State of California

ATTEST:

LAWRENCE G. LEES
Clerk of the Board
Shasta County Water Agency

By: _____
Deputy

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


RISK MANAGEMENT APPROVAL
BY: _____

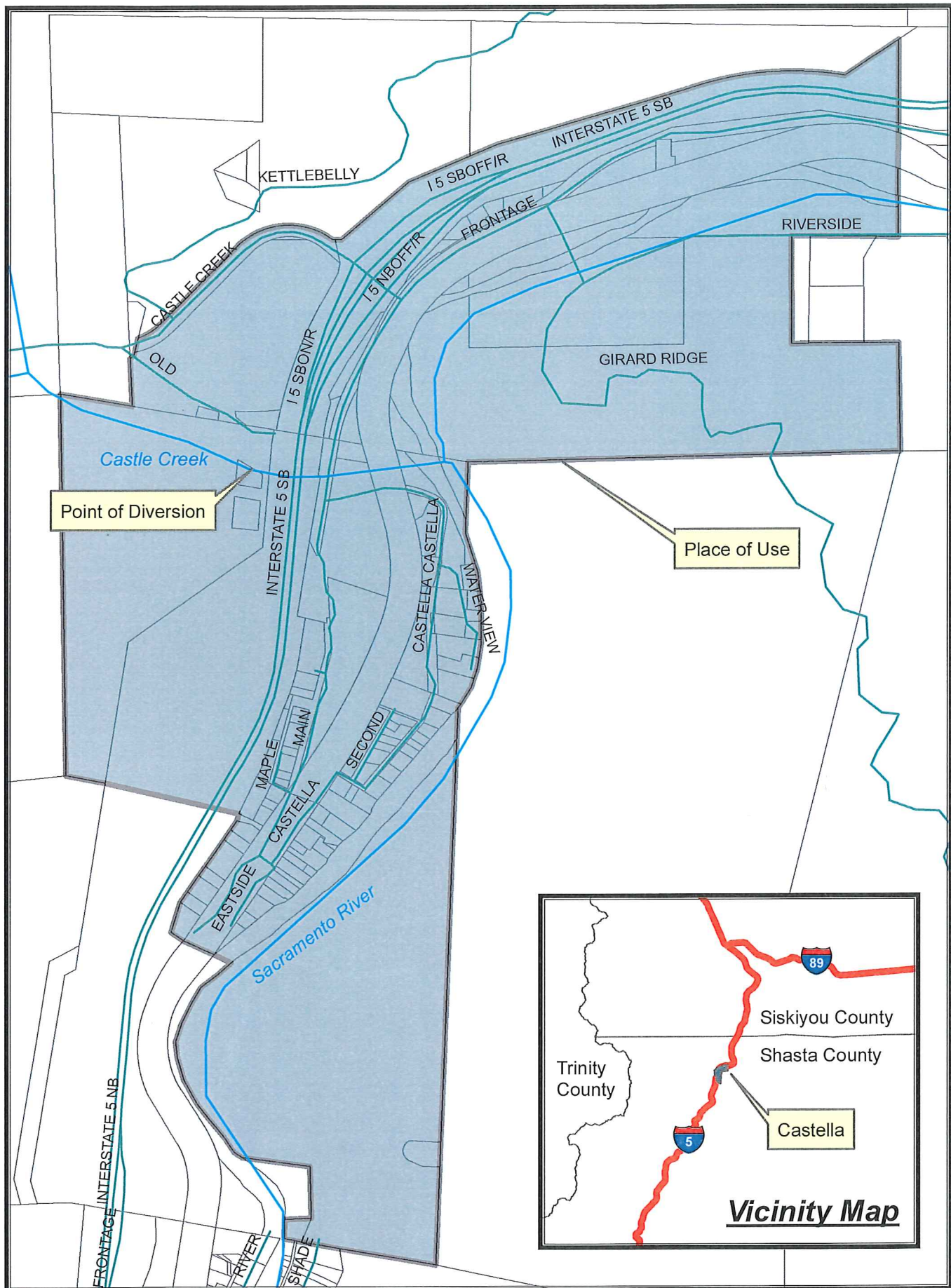
07/12/2018

APPROVED AS TO FORM:


DAVID M. YORTON, JR.
Senior Deputy County Counsel

Exhibit A

CSA 3 - Castella



REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS

BOARD MEETING DATE: July 24, 2018

CATEGORY: Consent - Public Works-15.

SUBJECT:

CSA 6-Jones Valley – Water Agency Contract

DEPARTMENT: Public Works

County Service Area No. 6-Jones Valley Water

Supervisory District No. : 3

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

STAFF REPORT APPROVED BY: Pat Minturn, Public Works Director

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

RECOMMENDATION

On behalf of County Service Area (CSA) No. 6-Jones Valley Water, approve and authorize the Chairman to sign a contract with the Shasta County Water Agency in an amount not to exceed \$450 per acre-foot (for up to 306.6 acre-feet of water per year) to recover Central Valley Project operating and construction costs with Water Agency overhead for the period date of signing through February 28, 2045.

SUMMARY

An updated water supply agreement is proposed for CSA No. 6-Jones Valley Water.

DISCUSSION

In 1967, the Water Agency and the U.S. Bureau of Reclamation (“Bureau”) entered into a water supply contract for Central Valley Project Water (Master Agreement). Subcontracts were executed with water purveyors and private citizens. In 1980, County Service Area No. 6-Jones Valley Water (“CSA”) obtained an appropriative water right to divert from the Pit River. That is a junior water right so other supplies are required during the summer. The CSA has a subcontract with the Water Agency for 306.6 acre-feet. This includes 100 acre-feet of water available as a transfer from CSA No. 25-Keswick Water through 2045. In 2005, a new Master Agreement was executed. The Fiscal Year 2015-2016 Grand Jury Report recommended new subcontracts to reflect the new Master Agreement.

ALTERNATIVES

The Board may direct staff to renegotiate the proposed subcontract. The Master Agreement limits flexibility.

OTHER AGENCY INVOLVEMENT

The Bureau has reviewed the contract for Project water. County Counsel has approved the contract as to form. Risk Management has reviewed and approved the contract. The recommendation has been reviewed by the County Administrative

Office.

FINANCING

Water purchases were included in the 2018-19 CSA No. 6 Jones Valley Water Admin budget. However, the CSA is presently insolvent.

ATTACHMENTS:

Description	Upload Date	Description
CSA 6-Jones Valley SCWA Contract	7/12/2018	CSA 6-Jones Valley SCWA Contract

**SHASTA COUNTY WATER AGENCY
Redding, California**

CONTRACT FOR PROJECT WATER

This Contract, made the _____ day of _____, 2018, between the SHASTA COUNTY WATER AGENCY, ("Agency"), and the Shasta County Service Area No. 6 - Jones Valley ("Contractor").

WITNESSETH, That:

WHEREAS, Agency entered into a contract with the United States of America entitled "Contract Between the United States of America and the Shasta County Water Agency Providing for Water Service," Contract No. 14-06-200-3367A, dated June 30, 1967, which contract permitted the diversion of Central Valley Project water from Shasta Lake, Keswick Reservoir, and Whiskeytown Lake ("Project Water") by Agency and its contractors under certain terms and conditions; and

WHEREAS, Agency and Contractor entered into an agreement entitled, "Agreement for the Sale of Water Between Shasta County Water Agency and County Service Area No. 6 - Jones Valley," dated March 3, 1998, for up to 190 acre feet of Project Water annually; and

WHEREAS, Agency and Silverthorn Summer Homes entered into an agreement entitled, "Contract for Project Water PW-2" dated June 2, 1981, for up to 15 acre feet of Project Water annually delivered through Contractor's distribution system; and

WHEREAS, Agency entered into a contract with the United States of America entitled "Long Term Renewal Contract Between the United States of America and the Shasta County Water Agency Providing for Water Service from the Sacramento River, Shasta, and Trinity River Divisions," Contract No. 14-06-200-3367A-LTR1, dated May 27, 2005, hereinafter referred to as the "Master Agreement," which contract permits the diversion of Central Valley Project water from Shasta Lake, Keswick Reservoir, and Whiskeytown Lake ("Project Water") by Agency and its contractors under certain terms and conditions through February 28, 2045; and

WHEREAS, on March 7, 2006, an additional 1.6 acre feet of Project Water was provided through February 28, 2045, to allow annexation of two parcels to Contractor's service area; and

WHEREAS, on March 11, 2008, a 100 acre foot transfer agreement through February 28, 2045, was adopted between Contractor and County Service Area No. 25 - Keswick with Agency acting as wholesale supplier; and

WHEREAS, Agency has the power to enter into contracts with any public corporation, person, district, municipality, or political subdivision of the State for the purchase and sale of water; and

WHEREAS, Contractor has the power to enter into contracts with any public corporation, person, district, municipality, or political subdivision of the State for the purchase and sale of water; and

WHEREAS, Contractor desires to divert Project Water from the Central Valley Project for municipal and industrial purposes from a point of diversion and within a place of use approved by the U.S. Bureau of Reclamation.

NOW, THEREFORE, IT IS AGREED:

1. The Master Agreement is hereby made a part of this Contract and the terms and conditions thereof and any determination or actions taken thereunder shall be binding upon the parties as if said Master Agreement were fully set out herein. Unless expressly stated or unless manifestly inconsistent with the context in which used, definitions contained in said Master Agreement shall apply in this Contract.
2. This Contract shall be effective on the date set forth above and shall remain in effect for the duration of the Master Agreement. Either party may terminate this Contract without cause on 30 days' written notice.
3. Contractor is entitled to divert water at such point of diversion as shown in Exhibit A, attached and incorporated herein, for use within the Contractor's service area. The quantity of water Contractor may divert shall not exceed 306.6 acre feet per year. If Contractor wishes to divert less than the maximum

amount of water permitted under this Contract, it shall upon the execution of this Contract and for each subsequent calendar year submit by December 15th a schedule of diversion satisfactory to the Agency and approved by it for the water to be diverted during the following calendar year or portion thereof.

4. Contractor shall install, operate, and maintain, at its sole expense, measuring equipment satisfactory to Agency. In the event such equipment is found by Agency to be faulty or not operating properly, it shall be repaired or replaced by Contractor at its expense. In the event Contractor fails to make such repairs or replacement within a reasonable time, it may be done by Agency and the cost thereof shall be paid by Contractor to Agency within 60 days following the date a statement of such cost is furnished to Contractor by Agency.
5. Contractor shall pay Agency all sums due under this Contract in accordance with the rates of water service established by Agency. These rates will be established to, as nearly as practicable, recover the actual costs incurred by Agency under the Master Agreement and the cost of administration involved. The rate currently established by Agency for Project Water is Sixty One Dollars and Forty Six Cents (\$61.46) per acre foot for water delivered. "Water under contract" shall mean the quantity of water Contractor is entitled to divert as shown in section 3. This rate shall remain in effect unless Contractor is notified of its revision under the schedule provided in Master Agreement Section 7(b). Payments shall be due within thirty days of billing each year for water diverted or contracted for during the previous water year, and shall be delinquent after 30 days. A penalty of 1 percent of the amount of delinquency shall be charged each month, or fraction thereof, of said delinquency. In the event Contractor diverts more water than is specified in the schedule submitted in accordance with Section 3 above, Agency shall deduct the amount from future allocations for that year until the annual quantity is equaled or exceeded and Contractor's right to divert suspended.
6. In accordance with Article 12 of the Master Agreement, there may occur shortages in the quantity of water

available to Agency under said Master Agreement. Agency reserves the right to allocate available supply to all or some of its water users in such amounts as Agency in its sole discretion may determine, and no liability shall accrue to Agency or any of its officers or employees on the basis of said shortage or Agency's decision to reduce water allocation to Contractor or any other purchaser of Agency water. Such shortage shall not relieve Contractor of its obligation to make the payments required in this Contract.

7. In accordance with Article 12 of the Master Agreement, there may occur shortages in the quantity of water available to Agency under said Master Agreement. In order to ensure consistent supply to Contractor, Agency reserves the right to enter into transfer agreements with other sources in such amounts as Agency in its sole discretion may determine, and no liability shall accrue to Agency or any of its officers or employees on the basis of said transferred water or Agency's decision to supply water to Contractor or any other purchaser of Agency water. Costs related to such transfer shall not relieve Contractor of its obligation to make the payments required in this Contract.
8. Agency makes no representations and assumes no responsibility with respect to the quality of water which is made available under this Contract.
9. Contractor shall be solely responsible for the control, distribution and disposal of water diverted under this Contract and holds Agency harmless from damage connected herewith.
10. Contractor shall defend, hold harmless and indemnify Agency, 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 Agency, expert fees, litigation costs, and investigation costs), damages, judgments or decrees by reason of any person's or persons' bodily injury, including death, or property (including property of Agency) being damaged by the negligent acts, willful acts, or errors or omissions of the

Contractor or any person exercising the right to divert water on Contractor's behalf.

11. If Contractor is in default under this Contract Agency may refuse delivery of water and may terminate this Contract on 10 days written notice to Contractor. If Agency withholds termination in the event of default to afford Contractor an opportunity to cure its default, or for any other reason, Agency may nevertheless terminate this Contract at any later time unless the default is cured prior to the date of termination.
12. Contractor agrees that it will comply fully with all applicable laws, orders and regulations, including but not limited to, federal laws, orders and regulations, and the laws of the State of California, all as administered by the appropriate authority, concerning the pollution of streams, reservoirs, or water courses, with respect to the discharge of refuse, garbage, sewage effluent, industrial waste, oil, mine tailings, or other pollutants.
13. Contractor agrees as follows:
 - a. To comply with Title VI of the Civil Rights Act of July 2, 1964 (42 U.S.C. 2000d), Section 504 of the Rehabilitation Act of 1975 (P.L. 93-112, as amended), the Age Discrimination Act of 1975 (42 U.S.C. 6101, et seq.) and any other applicable civil rights laws, as well as with the respective implementing regulations and guidelines imposed by the U.S. Department of Interior and/or Bureau of Reclamation. These statutes require that no person in the United States shall, on the grounds of race, color, national origin, handicap, or age, be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination under any program receiving financial assistance from the Bureau of Reclamation. By executing this Contract, the Contractor agrees to immediately take any measures necessary to implement this obligation, including permitting officials of the United States to inspect premises, programs, and documents.

- b. To obligate its subcontractors, subgrantees, transferees, successors in interest, or any other participants, receiving federal financial assistance hereunder, to comply with the requirements of this provision.
- 14. During the performance of this Contract, the Contractor agrees as follows:
 - a. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination, rates of payment or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Contracting Officer setting forth the provisions of this nondiscrimination clause.
 - b. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without discrimination because of race, color, religion, sex, or national origin.
 - c. The Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the Contracting Officer, advising the said labor union or workers' representative of the Contractor's commitments under Section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

- d. The Contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, as amended, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- e. The Contractor will furnish all information and reports required by said amended Executive Order and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the Contracting Officer and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- f. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this Contract or with any of the said rules, regulations, or orders, this Contract may be canceled, terminated, or suspended, in whole or in part, and the Contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in said amended Executive Order, and such other sanctions may be imposed and remedies invoked as provided in said Executive Order, and such other sanctions may be imposed and remedies invoked as provided in said Executive Order, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- g. The Contractor will include the provisions of sections (a) through (g) in every subcontract or purchase order unless exempted by the rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of said amended Executive Order, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the Contractor may request the United

States to enter into such litigation to protect the interests of the United States.

15. Contractor shall not transfer or assign its rights under this Contract without the written consent of the Agency.
16. This agreement supersedes all previous agreements relating to the subject of this agreement and constitutes the entire understanding of the parties hereto.
17. Any Notices required to be given pursuant to the terms and provisions of this Contract shall be in writing and shall be sent first-class mail to the following addresses:

If to Agency: Shasta County Water Agency
Attn: Chief Engineer
1855 Placer Street
Redding CA 96001

If to Contractor: County Service Area No. 6 - Jones
Valley
Department of Public Works
Attn: Director
1855 Placer Street
Redding CA 96001

IN WITNESS WHEREOF, Agency and Contractor have executed this agreement on the day and year set forth below.

SHASTA COUNTY WATER AGENCY

Date: _____

LES BAUGH, CHAIRMAN
Board of Directors
Water Agency
County of Shasta
State of California

ATTEST:

LAWRENCE G. LEES
Clerk of the Board
Shasta County Water Agency

By: _____
Deputy

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

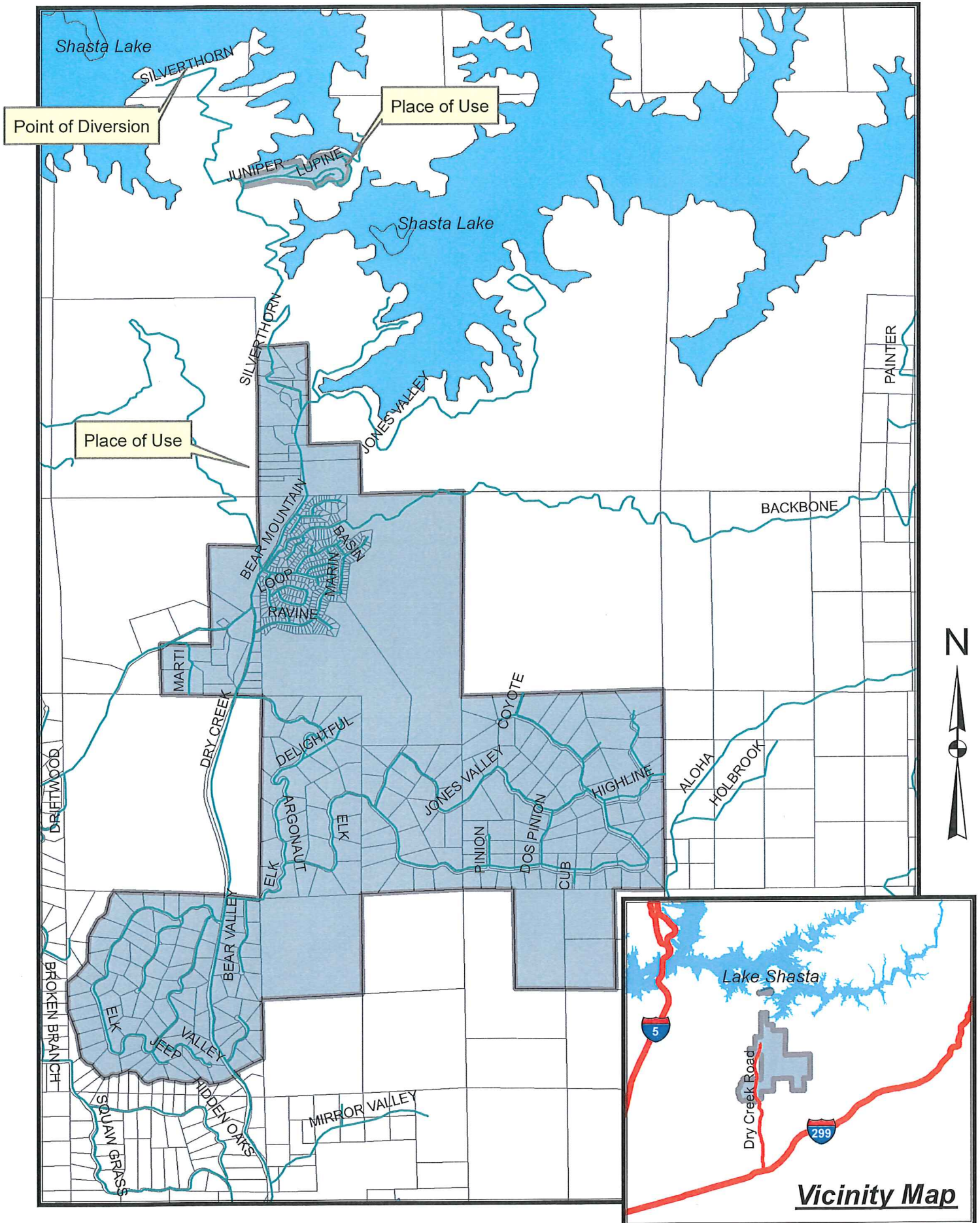
RISK MANAGEMENT APPROVAL
BY:  07/12/2018

APPROVED AS TO FORM:


DAVID M. YORTON, JR.
Senior Deputy County Counsel

Exhibit A

CSA 6 - Jones Valley



REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS

BOARD MEETING DATE: July 24, 2018

CATEGORY: Consent - Public Works-16.

SUBJECT:

CSA 23-Crag View – Water Agency Contract

DEPARTMENT: Public Works

County Service Area No. 23-Crag View

Supervisory District No. : 4

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

STAFF REPORT APPROVED BY: Pat Minturn, Public Works Director

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

RECOMMENDATION

On behalf of County Service Area (CSA) No. 23-Crag View Water, approve and authorize the Chairman to sign a contract with the Shasta County Water Agency in an amount not to exceed \$450 per acre-foot (for up to 119 acre-feet of water per year) to recover Central Valley Project operating and construction costs with Water Agency overhead for the period date of signing through February 28, 2045.

SUMMARY

An updated water supply agreement is proposed for CSA No. 23-Crag View Water.

DISCUSSION

In 1967, the Water Agency and the U.S. Bureau of Reclamation (“Bureau”) entered into a water supply contract for Central Valley Project Water (Master Agreement). Subcontracts were executed with water purveyors and private citizens. In 1971, Crag View Community Services District (CSD) obtained an appropriative water right to divert water from Little Castle Creek. That is a junior water right so a Water Agency subcontract was required to meet summer demands. The point of diversion is above Bureau facilities so it is deemed to be “Replacement” water. In 1992, the CSD was dissolved and superseded by the CSA. In 2005, a new Master Agreement was concluded. The Fiscal Year 2015-2016 Grand Jury Report recommended new subcontracts to reflect the new Master Agreement.

ALTERNATIVES

The Board may direct staff to renegotiate the proposed subcontract. The Master Agreement limits flexibility.

OTHER AGENCY INVOLVEMENT

The Bureau has reviewed the contract for Replacement water. County Counsel has approved the contract as to form. Risk

Management has reviewed and approved the contract. The recommendation has been reviewed by the County Administrative Office.

FINANCING

There is sufficient budget in the Fiscal Year 2018-19 CSA No. 23 Crag View Water Admin budget. There is no General Fund impact.

ATTACHMENTS:

Description	Upload Date	Description
CSA 23-Crag View SCWA Contract	7/12/2018	CSA 23-Crag View SCWA Contract

**SHASTA COUNTY WATER AGENCY
Redding, California**

CONTRACT FOR REPLACEMENT WATER

This Contract, made the _____ day of _____, 2018, between the SHASTA COUNTY WATER AGENCY, ("Agency"), and the Shasta County Service Area No. 23 - Crag View ("Contractor").

WITNESSETH, That:

WHEREAS, Agency entered into a contract with the United States of America entitled "Contract Between the United States of America and the Shasta County Water Agency Providing for Water Service," Contract No. 14-06-200-3367A, dated June 30, 1967, which contract permitted the diversion of Central Valley Project water from Shasta Lake, Keswick Reservoir, and Whiskeytown Lake ("Project Water") by Agency and its contractors under certain terms and conditions; and

WHEREAS, Agency and Crag View Community Services District entered into an agreement entitled, "Contract for Replaced Water," dated January 15, 1973, for up to 119 acre feet of Replacement Water annually; and

WHEREAS, on July 7, 1992, Crag View Community Services District was dissolved and its operation was assumed by the County of Shasta as County Service Area No. 23 - Crag View; and

WHEREAS, Agency entered into a contract with the United States of America entitled "Long Term Renewal Contract Between the United States of America and the Shasta County Water Agency Providing for Water Service from the Sacramento River, Shasta, and Trinity River Divisions," Contract No. 14-06-200-3367A-LTR1, dated May 27, 2005, hereinafter referred to as the "Master Agreement," which contract permits the diversion of Central Valley Project water from Shasta Lake, Keswick Reservoir, and Whiskeytown Lake ("Project Water") by Agency and its contractors under certain terms and conditions through February 28, 2045; and

WHEREAS, Agency has the power to enter into contracts with any public corporation, person, district, municipality, or

political subdivision of the State for the purchase and sale of water; and

WHEREAS, Contractor has the power to enter into contracts with any public corporation, person, district, municipality, or political subdivision of the State for the purchase and sale of water; and

WHEREAS, Contractor desires to divert Replacement Water from the Central Valley Project for municipal and industrial purposes from a point of diversion and within a place of use approved by the U.S. Bureau of Reclamation.

NOW, THEREFORE, IT IS AGREED:

1. The Master Agreement is hereby made a part of this Contract and the terms and conditions thereof and any determination or actions taken thereunder shall be binding upon the parties as if said Master Agreement were fully set out herein. Unless expressly stated or unless manifestly inconsistent with the context in which used, definitions contained in said Master Agreement shall apply in this Contract.
2. This Contract shall be effective on the date set forth above and shall remain in effect for the duration of the Master Agreement. Either party may terminate this Contract without cause on 30 days' written notice.
3. Contractor is entitled to divert water at such point of diversion as shown in Exhibit A, attached and incorporated herein, for use within the Contractor's service area. The quantity of water Contractor may divert shall not exceed 119 acre feet per year. If Contractor wishes to divert less than the maximum amount of water permitted under this Contract, it shall upon the execution of this Contract and for each subsequent calendar year submit by December 15th a schedule of diversion satisfactory to the Agency and approved by it for the water to be diverted during the following calendar year or portion thereof.
4. Contractor shall install, operate, and maintain, at its sole expense, measuring equipment satisfactory to Agency. In the event such equipment is found by Agency to be faulty or not operating properly, it shall be repaired or replaced by Contractor at its

expense. In the event Contractor fails to make such repairs or replacement within a reasonable time, it may be done by Agency and the cost thereof shall be paid by Contractor to Agency within 60 days following the date a statement of such cost is furnished to Contractor by Agency.

5. Contractor shall pay Agency all sums due under this Contract in accordance with the rates of water service established by Agency. These rates will be established to, as nearly as practicable, recover the actual costs incurred by Agency under the Master Agreement and the cost of administration involved. The rate currently established by Agency for Replacement Water is Sixty One Dollars and Forty Six Cents (\$61.46) per acre foot for water delivered. "Water under contract" shall mean the quantity of water Contractor is entitled to divert as shown in section 3. This rate shall remain in effect unless Contractor is notified of its revision under the schedule provided in Master Agreement Section 7(b). Payments shall be due within thirty days of billing each year for water diverted or contracted for during the previous water year, and shall be delinquent after 30 days. A penalty of 1 percent of the amount of delinquency shall be charged each month, or fraction thereof, of said delinquency. In the event Contractor diverts more water than is specified in the schedule submitted in accordance with Section 3 above, Agency shall deduct the amount from future allocations for that year until the annual quantity is equaled or exceeded and Contractor's right to divert suspended.
6. In accordance with Article 12 of the Master Agreement, there may occur shortages in the quantity of water available to Agency under said Master Agreement. Agency reserves the right to allocate available supply to all or some of its water users in such amounts as Agency in its sole discretion may determine, and no liability shall accrue to Agency or any of its officers or employees on the basis of said shortage or Agency's decision to reduce water allocation to Contractor or any other purchaser of Agency water. Such shortage shall not relieve Contractor of its obligation to make the payments required in this Contract.

7. In accordance with Article 12 of the Master Agreement, there may occur shortages in the quantity of water available to Agency under said Master Agreement. In order to ensure consistent supply to Contractor, Agency reserves the right to enter into transfer agreements with other sources in such amounts as Agency in its sole discretion may determine, and no liability shall accrue to Agency or any of its officers or employees on the basis of said transferred water or Agency's decision to supply water to Contractor or any other purchaser of Agency water. Costs related to such transfer shall not relieve Contractor of its obligation to make the payments required in this Contract.
8. Agency makes no representations and assumes no responsibility with respect to the quality of water which is made available under this Contract.
9. Contractor shall be solely responsible for the control, distribution and disposal of water diverted under this Contract and holds Agency harmless from damage connected herewith.
10. Contractor shall defend, hold harmless and indemnify Agency, 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 Agency, expert fees, litigation costs, and investigation costs), damages, judgments or decrees by reason of any person's or persons' bodily injury, including death, or property (including property of Agency) being damaged by the negligent acts, willful acts, or errors or omissions of the Contractor or any person exercising the right to divert water on Contractor's behalf.
11. If Contractor is in default under this Contract Agency may refuse delivery of water and may terminate this Contract on 10 days written notice to Contractor. If Agency withholds termination in the event of default to afford Contractor an opportunity to cure its default, or for any other reason, Agency may nevertheless terminate this Contract at any later time unless the default is cured prior to the date of termination.

12. Contractor agrees that it will comply fully with all applicable laws, orders and regulations, including but not limited to, federal laws, orders and regulations, and the laws of the State of California, all as administered by the appropriate authority, concerning the pollution of streams, reservoirs, or water courses, with respect to the discharge of refuse, garbage, sewage effluent, industrial waste, oil, mine tailings, or other pollutants.

13. Contractor agrees as follows:

a. To comply with Title VI of the Civil Rights Act of July 2, 1964 (42 U.S.C. 2000d), Section 504 of the Rehabilitation Act of 1975 (P.L. 93-112, as amended), the Age Discrimination Act of 1975 (42 U.S.C. 6101, et seq.) and any other applicable civil rights laws, as well as with the respective implementing regulations and guidelines imposed by the U.S. Department of Interior and/or Bureau of Reclamation. These statutes require that no person in the United States shall, on the grounds of race, color, national origin, handicap, or age, be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination under any program receiving financial assistance from the Bureau of Reclamation. By executing this Contract, the Contractor agrees to immediately take any measures necessary to implement this obligation, including permitting officials of the United States to inspect premises, programs, and documents.

b. To obligate its subcontractors, subgrantees, transferees, successors in interest, or any other participants, receiving federal financial assistance hereunder, to comply with the requirements of this provision.

14. During the performance of this Contract, the Contractor agrees as follows:

a. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin.

The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination, rates of payment or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Contracting Officer setting forth the provisions of this nondiscrimination clause.

- b. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without discrimination because of race, color, religion, sex, or national origin.
- c. The Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the Contracting Officer, advising the said labor union or workers' representative of the Contractor's commitments under Section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- d. The Contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, as amended, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- e. The Contractor will furnish all information and reports required by said amended Executive Order and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the Contracting Officer and the Secretary of Labor for purposes of investigation to ascertain

compliance with such rules, regulations, and orders.

- f. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this Contract or with any of the said rules, regulations, or orders, this Contract may be canceled, terminated, or suspended, in whole or in part, and the Contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in said amended Executive Order, and such other sanctions may be imposed and remedies invoked as provided in said Executive Order, and such other sanctions may be imposed and remedies invoked as provided in said Executive Order, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
 - g. The Contractor will include the provisions of sections (a) through (g) in every subcontract or purchase order unless exempted by the rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of said amended Executive Order, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.
- 15. Contractor shall not transfer or assign its rights under this Contract without the written consent of the Agency.
 - 16. This agreement supersedes all previous agreements relating to the subject of this agreement and constitutes the entire understanding of the parties hereto.

17. Any Notices required to be given pursuant to the terms and provisions of this Contract shall be in writing and shall be sent first-class mail to the following addresses:

If to Agency: Shasta County Water Agency
Attn: Chief Engineer
1855 Placer Street
Redding CA 96001

If to Contractor: County Service Area No. 23 - Crag
View
Department of Public Works
Attn: Director
1855 Placer Street
Redding CA 96001

IN WITNESS WHEREOF, Agency and Contractor have executed this agreement on the day and year set forth below.

SHASTA COUNTY WATER AGENCY

Date: _____

LES BAUGH, CHAIRMAN
Board of Directors
Water Agency
County of Shasta
State of California

ATTEST:

LAWRENCE G. LEES
Clerk of the Board
Shasta County Water Agency

By: _____
Deputy

COUNTY OF SHASTA

Date: _____

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

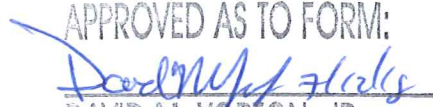
ATTEST:

LAWRENCE G. LEES
Clerk of the Board of Supervisors

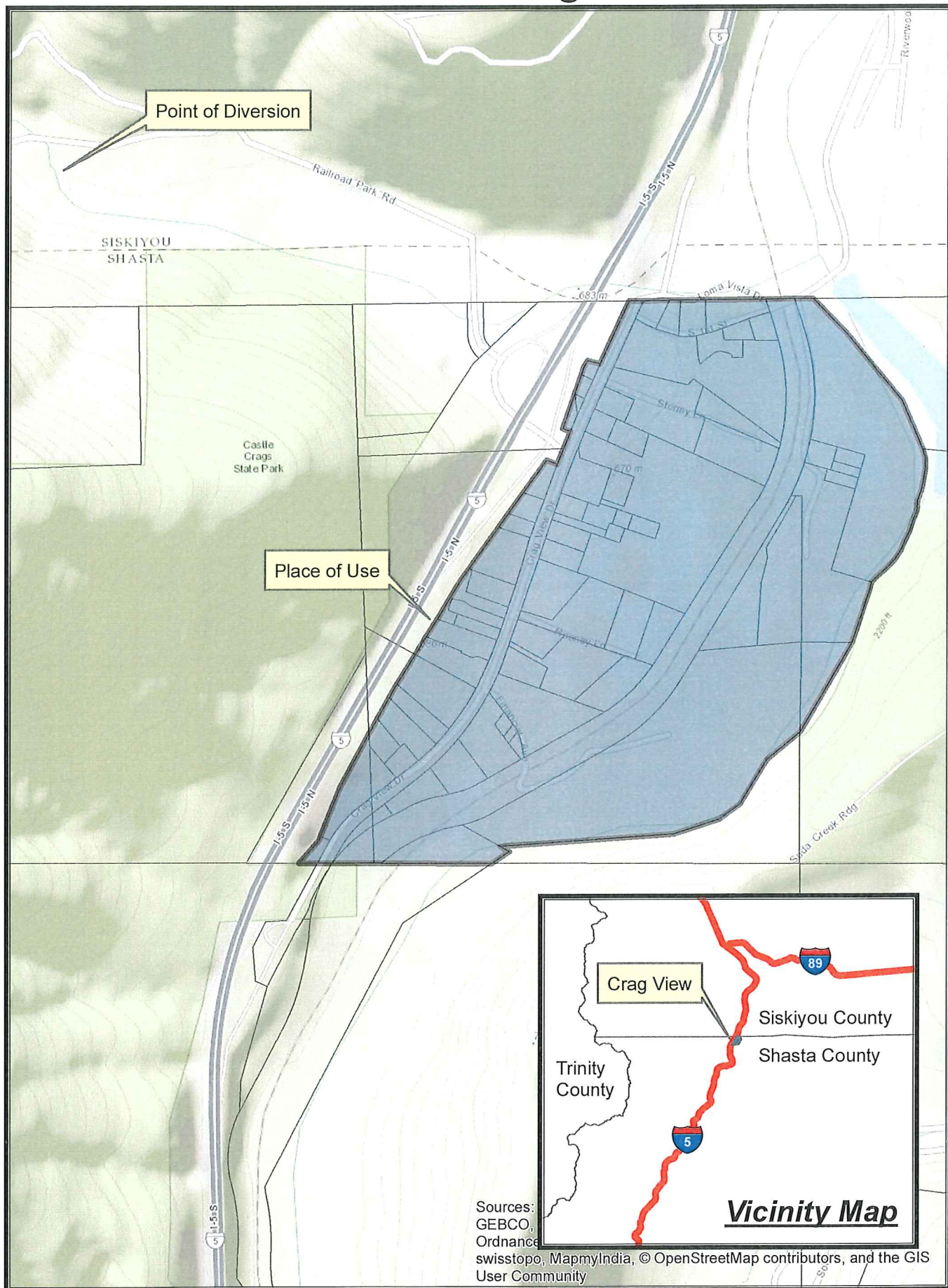
By: _____
Deputy

RISK MANAGEMENT APPROVAL
BY:  01/12/2018

APPROVED AS TO FORM:


DAVID M. YORTON, JR.
Senior Deputy County Counsel

CSA 23 - Crag View



REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS

BOARD MEETING DATE: July 24, 2018

CATEGORY: Consent - Public Works-17.

SUBJECT:

CSA 25-Keswick – Water Agency Contract

DEPARTMENT: Public Works

County Service Area No. 25-Keswick Water

Supervisory District No. : 2

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

On behalf of County Service Area (CSA) No. 25-Keswick Water, approve and authorize the Chairman to sign a contract with the Shasta County Water Agency in an amount not to exceed \$450 per acre-foot (for up to 500 acre-feet of water per year) to recover Central Valley Project operating and construction costs with Water Agency overhead for the period date of signing through February 28, 2045.

SUMMARY

An updated water supply agreement is proposed for CSA No. 25-Keswick Water.

DISCUSSION

In 1964, Keswick Community Services District (CSD) and the U.S. Bureau of Reclamation (“Bureau”) entered into a water supply contract for Central Valley Project Water. In 1967, the Water Agency and the Bureau entered into a similar contract (Master Agreement). In 1990, the CSD was dissolved and superseded by the CSA. In 2005, a new Master Agreement was concluded. The CSA has a 500 acre-feet subcontract with the Water Agency, including 100 acre-feet of water that has been made available to CSA No. 6-Jones Valley Water through February 28, 2045. The Fiscal Year 2015-2016 Grand Jury Report recommended new subcontracts to reflect the new Master Agreement.

ALTERNATIVES

The Board may direct staff to renegotiate the proposed subcontract. The Master Agreement limits flexibility.

OTHER AGENCY INVOLVEMENT

The Bureau has reviewed the contract for Project Water. County Counsel has approved the contract as to form. Risk Management has reviewed and approved the contract. The recommendation has been reviewed by the County Administrative Office.

FINANCING

There is sufficient budget in the Fiscal Year 2018-19 CSA No. 25-Keswick Water Admin budget. There is no General Fund impact.

ATTACHMENTS:

Description	Upload Date	Description
CSA 25-Keswick SCWA Contract	7/12/2018	CSA 25-Keswick SCWA Contract

**SHASTA COUNTY WATER AGENCY
Redding, California**

CONTRACT FOR PROJECT WATER

This Contract, made the ____ day of _____, 2018, between the SHASTA COUNTY WATER AGENCY, ("Agency"), and Shasta County Service Area No. 25 - Keswick ("Contractor").

WITNESSETH, That:

WHEREAS, Keswick Community Services District entered into a contract with the United States of America entitled "Contract Between the United States of America and the Keswick Community Services District Providing for Water Service," Contract No. 14-06-200-1307A, dated September 16, 1964, which contract permitted the diversion of Central Valley Project water from Whiskeytown Lake for 500 acre feet of Project Water under certain terms and conditions; and

WHEREAS, Agency entered into a contract with the United States of America entitled "Contract Between the United States of America and the Shasta County Water Agency Providing for Water Service," Contract No. 14-06-200-3367A, dated June 30, 1967, which contract permitted the diversion of Central Valley Project water from Shasta Lake, Keswick Reservoir, and Whiskeytown Lake ("Project Water") by Agency and its contractors under certain terms and conditions; and

WHEREAS, the County of Shasta assumed Contract No. 14-06-200-1307A from Keswick Community Services District February 19, 1991; and

WHEREAS, on March 1, 2005, the County of Shasta entered into a contract with the United States of America Contract No. 14-06-200-1307A-LTR1 which contract permitted the diversion of Central Valley Project water from Whiskeytown Lake for 500 acre feet of Project Water under certain terms and conditions; and

WHEREAS, Agency entered into a contract with the United States of America entitled "Long Term Renewal Contract Between the United States of America and the Shasta County Water Agency Providing for Water Service from the

Sacramento River, Shasta, and Trinity River Divisions," Contract No. 14-06-200-3367A-LTR1, dated May 27, 2005, hereinafter referred to as the "Master Agreement," which contract permits the diversion of Central Valley Project water from Shasta Lake, Keswick Reservoir, and Whiskeytown Lake ("Project Water") by Agency and its contractors under certain terms and conditions through February 28, 2045; and

WHEREAS, Contract No. 14-06-200-3367A-LTR1 completed assignment of Contract No. 14-06-200-1307A-LTR1 to Agency; and

WHEREAS, Agency has the power to enter into contracts with any public corporation, person, district, municipality, or political subdivision of the State for the purchase and sale of water; and

WHEREAS, Contractor has the power to enter into contracts with any public corporation, person, district, municipality, or political subdivision of the State for the purchase and sale of water; and

WHEREAS, Contractor desires to divert Project Water from the Central Valley Project for municipal and industrial purposes from a point of diversion and within a place of use approved by the U.S. Bureau of Reclamation.

NOW, THEREFORE, IT IS AGREED:

1. The Master Agreement is hereby made a part of this Contract and the terms and conditions thereof and any determination or actions taken thereunder shall be binding upon the parties as if said Master Agreement were fully set out herein. Unless expressly stated or unless manifestly inconsistent with the context in which used, definitions contained in said Master Agreement shall apply in this Contract.
2. This Contract shall be effective on the date set forth above and shall remain in effect for the duration of the Master Agreement. Either party may terminate this Contract without cause on 30 days' written notice.
3. Contractor is entitled to divert water at the point of diversion and for use within the Contractor's service area as shown on Exhibit A, attached and incorporated herein. The quantity of water Contractor may divert

shall not exceed 500 acre feet per year. If Contractor wishes to divert less than the maximum amount of water permitted under this Contract, it shall upon the execution of this Contract and for each subsequent calendar year submit by December 15th a schedule of diversion satisfactory to the Agency and approved by it for the water to be diverted during the following calendar year or portion thereof.

4. Contractor shall install, operate, and maintain, at its sole expense, measuring equipment satisfactory to Agency. In the event such equipment is found by Agency to be faulty or not operating properly, it shall be repaired or replaced by Contractor at its expense. In the event Contractor fails to make such repairs or replacement within a reasonable time, it may be done by Agency and the cost thereof shall be paid by Contractor to Agency within 60 days following the date a statement of such cost is furnished to Contractor by Agency.
5. Contractor shall pay Agency all sums due under this Contract in accordance with the rates of water service established by Agency. These rates will be established to, as nearly as practicable, recover the actual costs incurred by Agency under the Master Agreement and the cost of administration involved. The rate currently established by Agency for Project Water is Sixty One Dollars and Four Cents (\$61.04) per acre foot for water delivered. "Water under contract" shall mean the quantity of water Contractor is entitled to divert as shown in section 3. This rate shall remain in effect unless Contractor is notified of its revision under the schedule provided in Master Agreement Section 7(b). Payments shall be due within thirty days of billing each year for water diverted or contracted for during the previous water year, and shall be delinquent after 30 days. A penalty of 1 percent of the amount of delinquency shall be charged each month, or fraction thereof, of said delinquency. In the event Contractor diverts more water than is specified in the schedule submitted in accordance with Section 3 above, Agency shall deduct the amount from future allocations for that year until the annual quantity is equaled or exceeded and Contractor's right to divert suspended.

6. In accordance with Article 12 of the Master Agreement, there may occur shortages in the quantity of water available to Agency under said Master Agreement. Agency reserves the right to allocate available supply to all or some of its water users in such amounts as Agency in its sole discretion may determine, and no liability shall accrue to Agency or any of its officers or employees on the basis of said shortage or Agency's decision to reduce water allocation to Contractor or any other purchaser of Agency water. Such shortage shall not relieve Contractor of its obligation to make the payments required in this Contract.
7. In accordance with Article 12 of the Master Agreement, there may occur shortages in the quantity of water available to Agency under said Master Agreement. In order to ensure consistent supply to Contractor, Agency reserves the right to enter into transfer agreements with other sources in such amounts as Agency in its sole discretion may determine, and no liability shall accrue to Agency or any of its officers or employees on the basis of said transferred water or Agency's decision to supply water to Contractor or any other purchaser of Agency water. Costs related to such transfer shall not relieve Contractor of its obligation to make the payments required in this Contract.
8. Agency makes no representations and assumes no responsibility with respect to the quality of water which is made available under this Contract.
9. Contractor shall be solely responsible for the control, distribution and disposal of water diverted under this Contract and holds Agency harmless from damage connected herewith.
10. Contractor shall defend, hold harmless and indemnify Agency, 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 Agency, expert fees, litigation costs, and investigation costs), damages, judgments or decrees by reason of any person's or persons' bodily injury, including death, or property (including

property of Agency) being damaged by the negligent acts, willful acts, or errors or omissions of the Contractor or any person exercising the right to divert water on Contractor's behalf.

11. If Contractor is in default under this Contract Agency may refuse delivery of water and may terminate this Contract on 10 days written notice to Contractor. If Agency withholds termination in the event of default to afford Contractor an opportunity to cure its default, or for any other reason, Agency may nevertheless terminate this Contract at any later time unless the default is cured prior to the date of termination.
12. Contractor agrees that it will comply fully with all applicable laws, orders and regulations, including but not limited to, federal laws, orders and regulations, and the laws of the State of California, all as administered by the appropriate authority, concerning the pollution of streams, reservoirs, or water courses, with respect to the discharge of refuse, garbage, sewage effluent, industrial waste, oil, mine tailings, or other pollutants.
13. Contractor agrees as follows:
 - a. To comply with Title VI of the Civil Rights Act of July 2, 1964 (42 U.S.C. 2000d), Section 504 of the Rehabilitation Act of 1975 (P.L. 93-112, as amended), the Age Discrimination Act of 1975 (42 U.S.C. 6101, et seq.) and any other applicable civil rights laws, as well as with the respective implementing regulations and guidelines imposed by the U.S. Department of Interior and/or Bureau of Reclamation. These statutes require that no person in the United States shall, on the grounds of race, color, national origin, handicap, or age, be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination under any program receiving financial assistance from the Bureau of Reclamation. By executing this Contract, the Contractor agrees to immediately take any measures necessary to implement this obligation, including permitting officials of the United

States to inspect premises, programs, and documents.

- b. To obligate its subcontractors, subgrantees, transferees, successors in interest, or any other participants, receiving federal financial assistance hereunder, to comply with the requirements of this provision.

14. During the performance of this Contract, the Contractor agrees as follows:

- a. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of payment or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Contracting Officer setting forth the provisions of this nondiscrimination clause.
- b. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without discrimination because of race, color, religion, sex, or national origin.
- c. The Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the Contracting Officer, advising the said labor union or workers' representative of the Contractor's commitments under Section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous

places available to employees and applicants for employment.

- d. The Contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, as amended, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- e. The Contractor will furnish all information and reports required by said amended Executive Order and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the Contracting Officer and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- f. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this Contract or with any of the said rules, regulations, or orders, this Contract may be canceled, terminated, or suspended, in whole or in part, and the Contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in said amended Executive Order, and such other sanctions may be imposed and remedies invoked as provided in said Executive Order, and such other sanctions may be imposed and remedies invoked as provided in said Executive Order, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- g. The Contractor will include the provisions of sections (a) through (g) in every subcontract or purchase order unless exempted by the rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of said amended Executive Order, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event the Contractor becomes involved in, or

is threatened with, litigation with a subcontractor or vendor as a result of such direction, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

15. Contractor shall not transfer or assign its rights under this Contract without the written consent of the Agency.
16. This agreement supersedes all previous agreements relating to the subject of this agreement and constitutes the entire understanding of the parties hereto.
17. Any Notices required to be given pursuant to the terms and provisions of this Contract shall be in writing and shall be sent first-class mail to the following addresses:

If to Agency: Shasta County Water Agency
Attn: Chief Engineer
1855 Placer Street
Redding CA 96001

If to Contractor: County Service Area No. 25 - Keswick
Department of Public Works
Attn: Director
1855 Placer Street
Redding CA 96001

IN WITNESS WHEREOF, Agency and Contractor have executed this agreement on the day and year set forth below.

SHASTA COUNTY WATER AGENCY

Date: _____

LES BAUGH, CHAIRMAN
Board of Directors
Water Agency
County of Shasta
State of California

ATTEST:

LAWRENCE G. LEES
Clerk of the Board
Shasta County Water Agency

By: _____
Deputy

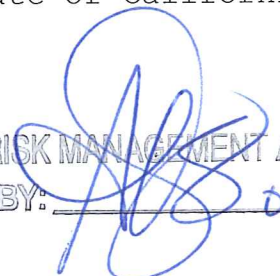
COUNTY OF SHASTA

Date: _____

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

ATTEST:

LAWRENCE G. LEES
Clerk of the Board of Supervisors

RISK MANAGEMENT APPROVAL
BY:  07/17/2018

By: _____
Deputy

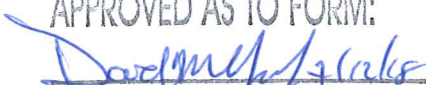
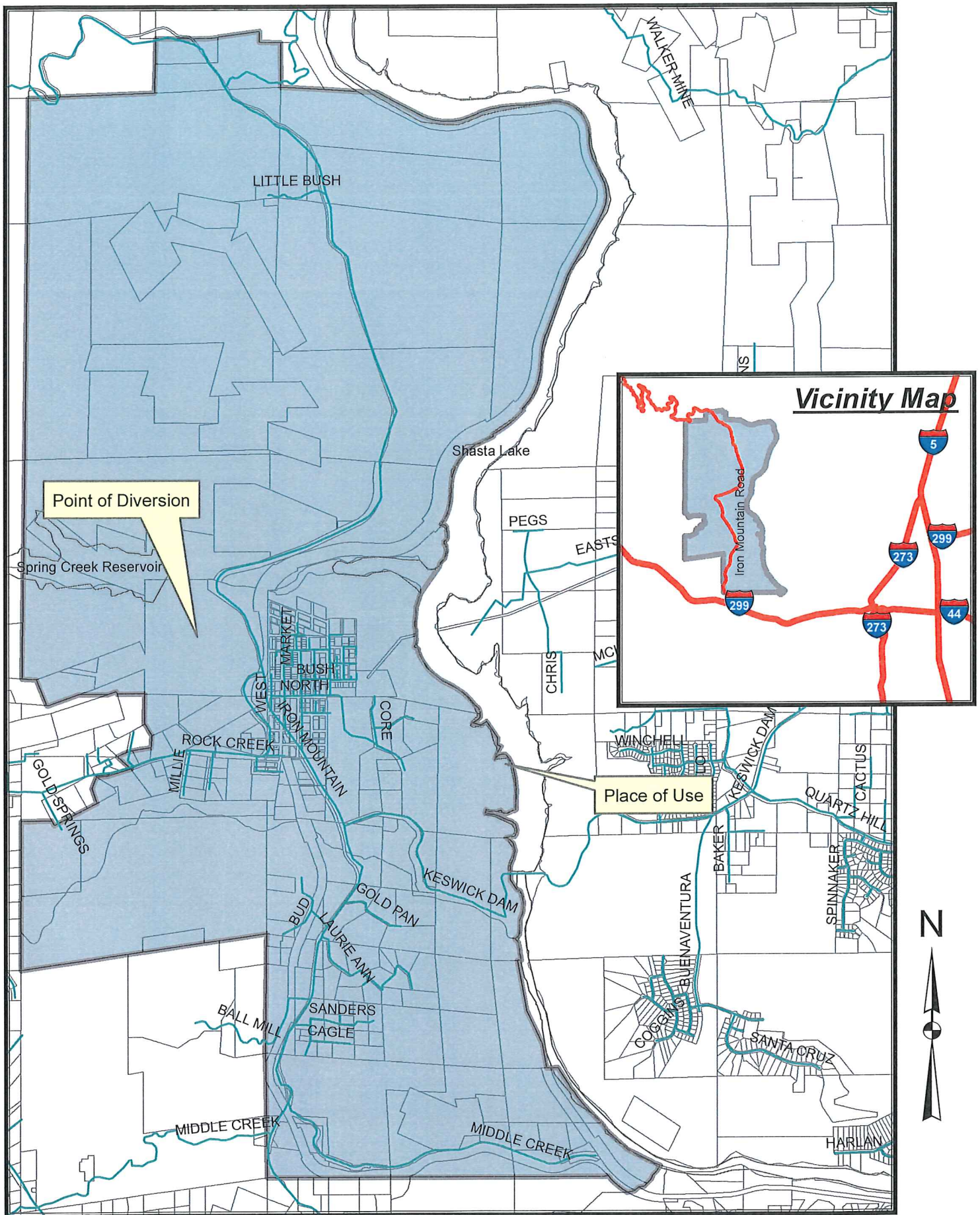
APPROVED AS TO FORM:

DAVID M. YORTON, JR.
Senior Deputy County Counsel

Exhibit A

CSA 25 - Keswick



REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS

BOARD MEETING DATE: July 24, 2018

CATEGORY: Consent - Public Works-18.

SUBJECT:

Gas Point Road Widening Project – Award Construction Contract

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

Award to the lowest responsive and responsible bidder, Sunrise Excavating, on a unit cost basis, the contract for the “Gas Point Road Widening Project,” Contract No. 702976, in the amount of \$856,806.60.

SUMMARY

The low bidder on the Gas Point Road Widening Project is Sunrise Excavating.

DISCUSSION

The County is preparing to widen Gas Point Road from approximately Stonegate Drive to Charles Street. Shoulders and a two-way left turn lane will be added. On July 12, 2018, four bids were received and opened. Sunrise Excavating was the low bidder with a bid in the amount of \$856,806.60.

ALTERNATIVES

The Board may decline to award the contract. The road would remain in its existing condition.

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 2018/19 Roads budget. There is no General Fund impact.

ATTACHMENTS:

Description	Upload Date	Description
Bid Summary Detail	7/16/2018	Bid Summary Detail

BID SUMMARY DETAIL

BID OPENING DATE: July 12, 2018
FEDERAL NO.: HSIPL-5906(118)

PREPARED BY: Joshua Caman DATE: 7/12/18
CHECKED BY: Shaun Riley DATE: 7/12/18

STATE OF CALIFORNIA
COUNTY OF SHASTA
DEPARTMENT OF PUBLIC WORKS

ENGINEER'S ESTM.
SHASTA COUNTY
PUBLIC WORKS DEPT.



PROJECT: Gas Point Road Widening
CONTRACT NO.: 702976

NO	TYPE	CODE	ITEM DESCRIPTION	UNITS	BID QUANTITY	UNIT PRICE	TOTAL
1		100100	DEVELOP WATER SUPPLY	LS	1.00	\$ 3,000.00	\$ 3,000.00
2		120090	CONSTRUCTION AREA SIGNS	LS	1.00	\$ 3,000.00	\$ 3,000.00
3		120100	TRAFFIC CONTROL SYSTEM	LS	1.00	\$ 52,500.00	\$ 52,500.00
4		120166	CHANNELIZER (SURFACE MOUNTED) (LEFT IN PLACE)	EA	6.00	\$ 80.00	\$ 480.00
5		130100	JOB SITE MANAGEMENT	LS	1.00	\$ 5,000.00	\$ 5,000.00
6		130300	PREPARE STORM WATER POLLUTION PREVENTION PLAN	LS	1.00	\$ 2,000.00	\$ 2,000.00
7		130310	RAIN EVENT ACTION PLAN	EA	5.00	\$ 200.00	\$ 1,000.00
8		130320	STORM WATER SAMPLING AND ANALYSIS DAY	EA	5.00	\$ 500.00	\$ 2,500.00
9		130330	STORM WATER ANNUAL REPORT	EA	1.00	\$ 1,000.00	\$ 1,000.00
10		130610	TEMPORARY CHECK DAM	LF	100.00	\$ 10.00	\$ 1,000.00
11		130640	TEMPORARY FIBER ROLL	LF	100.00	\$ 5.00	\$ 500.00
12		130680	TEMPORARY SILT FENCE	LF	300.00	\$ 5.00	\$ 1,500.00
13		130710	TEMPORARY CONSTRUCTION ENTRANCE	EA	1.00	\$ 3,000.00	\$ 3,000.00
14		170103	CLEARING AND GRUBBING (LS)	LS	1.00	\$ 30,000.00	\$ 30,000.00
15		190101	ROADWAY EXCAVATION	CY	3,500.00	\$ 38.00	\$ 133,000.00
16		210220	EROSION CONTROL	SQYD	3,200.00	\$ 2.50	\$ 8,000.00
17		220101	FINISHING ROADWAY	LS	1.00	\$ 5,000.00	\$ 5,000.00
18		260203	CLASS 2 AGGREGATE BASE (CY)	CY	3,500.00	\$ 60.00	\$ 210,000.00
19		390132	HOT MIX ASPHALT (TYPE A)	TON	2,900.00	\$ 120.00	\$ 348,000.00
20		394076	PLACE HOT MIX ASPHALT DIKE (TYPE E)	LF	50.00	\$ 50.00	\$ 2,500.00
21		398200	COLD PLANE ASPHALT CONCRETE PAVEMENT	SQYD	462.00	\$ 10.00	\$ 4,620.00
22	P	665012	12" CORRUGATED STEEL PIPE (.079" THICK)	LF	822.00	\$ 80.00	\$ 65,760.00
23	P	665017	18" CORRUGATED STEEL PIPE (.079" THICK)	LF	22.00	\$ 100.00	\$ 2,200.00
24	P	665062	72" CORRUGATED STEEL PIPE (.138" THICK)	LF	8.00	\$ 300.00	\$ 2,400.00
25		710130	REMOVE CULVERT (EA)	EA	4.00	\$ 500.00	\$ 2,000.00
26		780250	ADJUST MONUMENT COVER TO GRADE	EA	1.00	\$ 600.00	\$ 600.00
27		782110	RESET MAILBOX	EA	15.00	\$ 300.00	\$ 4,500.00
28		803040	REMOVE FENCE (TYPE WM)	LF	512.00	\$ 5.00	\$ 2,560.00
29		803050	REMOVE CHAIN LINK FENCE	LF	265.00	\$ 5.00	\$ 1,325.00
30		803170	RELOCATE FENCE (WHITE PICKET)	LF	55.00	\$ 25.00	\$ 1,375.00
31		803180	RELOCATE CHAIN LINK FENCE	LF	87.00	\$ 25.00	\$ 2,175.00
32		810120	REMOVE PAVEMENT MARKER	EA	360.00	\$ 6.00	\$ 2,160.00
33	P	810230	PAVEMENT MARKER (RETROREFLECTIVE)	EA	460.00	\$ 10.00	\$ 4,600.00
34		820510	RESET ROADSIDE SIGN (ONE POST)	EA	6.00	\$ 250.00	\$ 1,500.00
35		820805	PROJECT FUNDING SIGN	EA	2.00	\$ 700.00	\$ 1,400.00
36		840515	THERMOPLASTIC PAVEMENT MARKING	SQFT	300.00	\$ 8.00	\$ 2,400.00
37		840560	THERMOPLASTIC TRAFFIC STRIPE (SPRAYABLE)	LF	11,800.00	\$ 0.90	\$ 10,620.00
38		840655	PAINT TRAFFIC STRIPE (1-COAT)	LF	2,540.00	\$ 0.50	\$ 1,270.00
39		846020	REMOVE PAINTED TRAFFIC STRIPE	LF	11,860.00	\$ 0.75	\$ 8,895.00
40		846035	REMOVE THERMOPLASTIC PAVEMENT MARKING	SQFT	150.00	\$ 10.00	\$ 1,500.00
TOTALS							\$ 936,840.00

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

LOWEST RESPONSIVE BIDDER

Sunrise Excavating 17409 Clear Creek Rd Redding, CA 96001	
UNIT PRICE	TOTAL
\$ 2,000.00	\$ 2,000.00
\$ 1,600.00	\$ 1,600.00
\$ 49,777.00	\$ 49,777.00
\$ 78.00	\$ 468.00
\$ 21,250.00	\$ 21,250.00
\$ 3,900.00	\$ 3,900.00
\$ 100.00	\$ 500.00
\$ 100.00	\$ 500.00
\$ 1,000.00	\$ 1,000.00
\$ 10.00	\$ 1,000.00
\$ 7.50	\$ 750.00
\$ 4.00	\$ 1,200.00
\$ 3,150.00	\$ 3,150.00
\$ 55,750.00	\$ 55,750.00
\$ 31.60	\$ 110,600.00
\$ 2.00	\$ 6,400.00
\$ 33,130.00	\$ 33,130.00
\$ 50.30	\$ 176,050.00
\$ 101.95	\$ 295,655.00
\$ 42.00	\$ 2,100.00
\$ 12.80	\$ 5,913.60
\$ 40.00	\$ 32,880.00
\$ 46.00	\$ 1,012.00
\$ 150.00	\$ 1,200.00
\$ 365.00	\$ 1,460.00
\$ 750.00	\$ 750.00
\$ 200.00	\$ 3,000.00
\$ 3.00	\$ 1,536.00
\$ 3.00	\$ 795.00
\$ 40.00	\$ 2,200.00
\$ 55.00	\$ 4,785.00
\$ 3.60	\$ 1,296.00
\$ 9.50	\$ 4,370.00
\$ 225.00	\$ 1,350.00
\$ 600.00	\$ 1,200.00
\$ 9.50	\$ 2,850.00
\$ 0.87	\$ 10,266.00
\$ 0.80	\$ 2,032.00
\$ 0.85	\$ 10,081.00
\$ 7.00	\$ 1,050.00
\$ 856,806.60	

-9%

2nd BIDDER

Darren Taylor Construction, Inc. 5750 Pleasant View Drive Anderson, CA 96007	
UNIT PRICE	TOTAL
\$ 1,818.00	\$ 1,818.00
\$ 3,999.60	\$ 3,999.60
\$ 31,512.00	\$ 31,512.00
\$ 121.20	\$ 727.20
\$ 3,636.00	\$ 3,636.00
\$ 1,687.59	\$ 1,687.59
\$ 72.72	\$ 363.60
\$ 1,024.14	\$ 5,120.70
\$ 702.96	\$ 702.96
\$ 26.66	\$ 2,666.00
\$ 11.58	\$ 1,158.00
\$ 17.36	\$ 5,208.00
\$ 2,424.00	\$ 2,424.00
\$ 28,000.00	\$ 28,000.00
\$ 23.88	\$ 83,580.00
\$ 2.50	\$ 8,000.00
\$ 6,060.00	\$ 6,060.00
\$ 63.00	\$ 220,500.00
\$ 127.82	\$ 370,678.00
\$ 181.80	\$ 9,090.00
\$ 14.45	\$ 6,675.90
\$ 77.81	\$ 63,959.82
\$ 206.77	\$ 4,548.94
\$ 896.82	\$ 7,174.56
\$ 1,448.34	\$ 5,793.36
\$ 606.00	\$ 606.00
\$ 242.40	\$ 3,636.00
\$ 4.14	\$ 2,119.68
\$ 8.00	\$ 2,120.00
\$ 17.63	\$ 969.65
\$ 24.38	\$ 2,121.06
\$ 4.36	\$ 1,569.60
\$ 11.51	\$ 5,294.60
\$ 424.20	\$ 2,545.20
\$ 909.00	\$ 1,818.00
\$ 11.51	\$ 3,453.00
\$ 1.05	\$ 12,390.00
\$ 0.97	\$ 2,463.80
\$ 1.03	\$ 12,215.80
\$ 8.48	\$ 1,272.00
\$ 929,678.62	

-1%

3rd BIDDER

Stimpel-Wiebelhaus Associates, Inc. 1168 Industrial Strret Redding, CA 96002	
UNIT PRICE	TOTAL
\$ 2,000.00	\$ 2,000.00
\$ 2,500.00	\$ 2,500.00
\$ 119,000.00	\$ 119,000.00
\$ 90.00	\$ 540.00
\$ 2,500.00	\$ 2,500.00
\$ 1,000.00	\$ 1,000.00
\$ 750.00	\$ 3,750.00
\$ 750.00	\$ 3,750.00
\$ 1,000.00	\$ 1,000.00
\$ 10.00	\$ 1,000.00
\$ 9.00	\$ 900.00
\$ 8.00	\$ 2,400.00
\$ 1,500.00	\$ 1,500.00
\$ 35,000.00	\$ 35,000.00
\$ 30.00	\$ 105,000.00
\$ 5.00	\$ 16,000.00
\$ 4,000.00	\$ 4,000.00
\$ 57.00	\$ 199,500.00
\$ 119.00	\$ 345,100.00
\$ 200.00	\$ 10,000.00
\$ 19.00	\$ 8,778.00
\$ 84.00	\$ 69,048.00
\$ 265.00	\$ 5,830.00
\$ 720.00	\$ 5,760.00
\$ 1,200.00	\$ 4,800.00
\$ 1,100.00	\$ 1,100.00
\$ 325.00	\$ 4,875.00
\$ 6.00	\$ 3,072.00
\$ 8.00	\$ 2,120.00
\$ 44.00	\$ 2,420.00
\$ 31.00	\$ 2,697.00
\$ 4.00	\$ 1,440.00
\$ 11.00	\$ 5,060.00
\$ 220.00	\$ 1,320.00
\$ 2,250.00	\$ 4,500.00
\$ 10.00	\$ 3,000.00
\$ 1.00	\$ 11,800.00
\$ 1.00	\$ 2,540.00
\$ 1.00	\$ 11,860.00
\$ 7.00	\$ 1,050.00
\$ 1,009,510.00	

8%

4th BIDDER

SnL Group Inc. 9818 Holton Way Redding, CA 96003	
UNIT PRICE	TOTAL
\$ 1,174.61	\$ 1,174.61
\$ 4,191.00	\$ 4,191.00
\$ 91,817.00	\$ 91,817.00
\$ 127.00	\$ 762.00
\$ 3,604.00	\$ 3,604.00
\$ 4,445.00	\$ 4,445.00
\$ 254.00	\$ 1,270.00
\$ 1,524.00	\$ 7,620.00
\$ 1,143.00	\$ 1,143.00
\$ 18.00	\$ 1,800.00
\$ 14.00	\$ 1,400.00
\$ 8.00	\$ 2,400.00
\$ 4,643.00	\$ 4,643.00
\$ 81,513.00	\$ 81,513.00
\$ 33.19	\$ 116,165.00
\$ 2.76	\$ 8,832.00
\$ 10,197.00	\$ 10,197.00
\$ 60.12	\$ 210,420.00
\$ 123.77	\$ 358,933.00
\$ 74.00	\$ 3,700.00
\$ 26.00	\$ 12,012.00
\$ 80.24	\$ 65,957.28
\$ 203.00	\$ 4,466.00
\$ 574.00	\$ 4,592.00
\$ 1,947.00	\$ 7,788.00
\$ 957.00	\$ 957.00
\$ 254.00	\$ 3,810.00
\$ 9.53	\$ 4,879.36
\$ 11.43	\$ 3,028.95
\$ 51.00	\$ 2,805.00
\$ 70.00	\$ 6,090.00
\$ 4.57	\$ 1,645.20
\$ 12.00	\$ 5,520.00
\$ 445.00	\$ 2,670.00
\$ 953.00	\$ 1,906.00
\$ 12.00	\$ 3,600.00
\$ 1.10	\$ 12,980.00
\$ 1.02	\$ 2,590.80
\$ 1.08	\$ 12,808.80
\$ 9.00	\$ 1,350.00
\$ 1,077,486.00	

15%

REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS

BOARD MEETING DATE: July 24, 2018

CATEGORY: Consent - Public Works-19.

SUBJECT:

West Central Landfill GCCS Expansion (2018) – Permission to Advertise

DEPARTMENT: Public Works

Supervisory District No. : 2

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 “West Central Landfill Gas Collection and Control System Expansion - 2018,” Contract No. 207515: (1) Find the project categorically exempt in conformance with the California Environmental Quality Act (CEQA) Guidelines Section 15301, Class 1-Existing Facilities; (2) approve plans and specifications and direct the Public Works Director to advertise for bids; and (3) authorize opening of bids on or after August 23, 2018, at 11 a.m.

SUMMARY

Twenty-five additional methane extraction wells are proposed at West Central Landfill.

DISCUSSION

Landfills generate methane gas. The County monitors and controls these emissions with probes, a collection system and flare. Twenty-five additional methane gas extraction wells are proposed. Plans and specifications for this work are complete and funding is in place. It is recommended that the Board initiate the bidding process.

ALTERNATIVES

The Board may decline to construct the wells at this time. Gases will accumulate and escape. CalRecycle has mandated the work.

OTHER AGENCY INVOLVEMENT

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

FINANCING

The total cost of this project is estimated to be \$350,000. All landfill activities are fee-supported. Adequate funds have been included in the Adopted 2018/19 Solid Waste budget. There is no General Fund impact.

REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS

BOARD MEETING DATE: July 24, 2018

CATEGORY: Consent - Resource Management-20.

SUBJECT:

Personal Services Agreement with Clean Harbors Environmental Services, Inc. to assist in conducting household hazardous waste collection events.

DEPARTMENT: Environmental Health Division

Supervisory District No. : ALL

DEPARTMENT CONTACT: Richard W. Simon, Director of Resource Management, (530) 225-5789

STAFF REPORT APPROVED BY: Richard W. Simon

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

RECOMMENDATION

Approve and authorize the Chairman to sign an agreement with Clean Harbors Environmental Services, Inc. in an amount not to exceed \$290,000 to provide assistance in conducting temporary household hazardous waste collection events for a period of two years from the date of signing, with two automatic one-year renewals.

SUMMARY

The Department of Resource Management has conducted 63 household hazardous waste collection events since 1996. The events have resulted in the collection of over two million pounds of household hazardous waste, including electronic waste and universal waste. Holding these events in the small cities and rural areas of Shasta County makes it convenient and economical for residents to properly dispose of household hazardous waste, thereby keeping it out of local landfills, land, and waterways. The last event was held in November 2014.

These events were funded primarily through State grant funds with any remaining costs covered by the County Household Hazardous Waste Collection Fund. This Fund was created on March 25, 2003, when Shasta County approved Resolution #2003-45 to adopt an increase in the County's garbage disposal franchise fee to cover Household Hazardous Waste collection event expenditures when grant funds were not available.

DISCUSSION

The Department of Resource Management is planning to hold up to eight one-day household hazardous waste collection events over the next four years. County Purchasing released the Request for Proposals (RFP) and managed the process for RFP 18-13. Two firms submitted proposals in response to the Request for Proposal, with the highest scoring responder being Clean Harbors Environmental Services, Inc. The Notices of Intent to Award were sent via email on Thursday, May 17, 2018.

The 10-day protest period ended on Tuesday, May 29, 2018 at 2:00 p.m. No protests were received.

The proposed schedule of events for the first two years of the agreement is as follows:

<u>Date</u>	<u>Location</u>	<u>Venue</u>
Fall 2018	Burney	Sheriff Sub-Station
Fall 2018	City of Anderson	Shasta District Fairground
Spring 2019	City of Shasta Lake	Shasta Gateway Industrial Park
Fall 2019	Shingletown	Shingletown Transfer Station

The contractor’s responsibilities will include furnishing personnel, equipment and supplies; setting up the site; unloading waste from the vehicles of residents; sorting, packaging, and manifesting household hazardous waste, electronic waste, universal waste, and medical waste; and transporting the collected waste to appropriate collection and disposal facilities.

County staff will secure the sites, handle publicity, provide overall management at the events, survey participants, answer questions, and distribute household hazardous waste reduction and collection information.

ALTERNATIVES

The Board may choose to: (1) reject the agreement and not hold the collection events; or (2) ask for more information.

OTHER AGENCY INVOLVEMENT

County Counsel has reviewed and approved the agreement as to form. Risk Management has reviewed and approved the agreement. The Shasta County Purchasing Department managed the competitive procurement process in conjunction with Resource Management staff. This recommendation has been reviewed by the County Administrative Office.

FINANCING

Estimated revenues and expenditures for FY 2018/19, including contractor costs and staff costs for scheduled events, have been included in the FY 2018/19 budget process. All subsequent fiscal year revenues and expenditures will be budgeted during the annual budget process and will come from the Household Hazardous Waste Collection Fund balance. There is no General Fund impact associated with this recommendation.

ATTACHMENTS:

Description	Upload Date	Description
PSA Clean Harbors	7/10/2018	PSA Clean Harbors

PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF SHASTA AND CLEAN HARBORS ENVIRONMENTAL SERVICES

This agreement is entered into between the County of Shasta through its Department of Resource Management ("County"), a political subdivision of the State of California, and Clean Harbors Environmental Services, Inc. ("Consultant"), a Massachusetts corporation, for the purpose of providing assistance in conducting temporary household hazardous waste ("HHW") collection events (collectively, the "Parties" and individually a "Party").

Section 1. RESPONSIBILITIES OF CONSULTANT.

Pursuant to the terms and conditions of this agreement, Consultant shall be appropriately registered as a Hazardous Waste Transporter with the Department of Toxic Substances Control and shall prepare the required operation and contingency plans, and follow all laws and regulations as prescribed by the California Code of Regulations, Title 22, Chapter 45, Article 1, Section 67450.4 "Requirements Applicable to Temporary Household Hazardous Waste Collection Facilities Deemed to Have a Permit by Rule".

Consultant shall assist with the four collection events tentatively scheduled below and such future events as may be scheduled by County. Collection events are tentatively scheduled to be open to the public from 9:00 a.m. to 2:00 p.m., although Consultant should be prepared to open to the public by 8:00 a.m. Exact dates, times, and locations will be established by the County. Dates, times and locations for the collection events are subject to change at the County's sole discretion.

Collection Events Tentatively Scheduled During Base Agreement Term

Late Summer/Fall of 2018:

Burney	Sheriff Sub-Station	Date TBD
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September/October of 2018:

City of Anderson	Shasta District Fairgrounds	Date TBD
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April/May of 2019:

City of Shasta Lake	Shasta Gateway Industrial Park	Date TBD
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September/October of 2019:

Shingletown	Shingletown Transfer Station	Date TBD
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A. HHW Collection

Consultant shall be responsible for the following on the day of each collection event, to be completed in accordance with all applicable federal, state, and local laws and regulations:

- 1) Provide an adequate number of appropriately-trained personnel for the purpose of directing traffic, unloading vehicles, sorting, packaging, and manifesting HHW in a timely manner. One person at each collection event shall be designated the contact person for Consultant.
- 2) Provide all equipment and supplies needed to carry out each collection event in a timely and efficient manner. This shall include, but not be limited to: plastic ground covering, tables, personal

protective equipment, eye wash, absorbent, carts, drums, boxes, fork lift, manifest forms, placards, signs, labels, traffic cones, and vehicle(s) to transport HHW.

- 3) Set up the collection site in consultation with County staff.
- 4) Make arrangements for on-site trash bins, toilet facilities, and hand wash stations.
- 5) Hold an on-site safety meeting for all staff working at each collection event on the morning of the event prior to opening to the public.
- 6) Unload all waste from participants' vehicles.
- 7) Identify and test "unknowns" if any are accepted. If unlabeled containers are brought to the collection events or if unknowns are collected, Consultant must manage them according to applicable federal, state, and local laws and regulations.
- 8) Bulk flammable liquids if it appears to be cost effective, and adhere to Flammable Bulking Protocol provided by County staff.
- 9) Accept HHW from all persons who are waiting in line prior to the announced closure time.
- 10) Give event participants the option of retaining their used motor oil collection containers immediately after Consultant drains the container.
- 11) Provide an opportunity for participants to reuse HHW brought to the event.
- 12) Pack and label the HHW in Department of Transportation standard containers.
- 13) Prepare manifests, inventories, and other relevant and required documentation, and submit manifest copies and other required forms/permits to appropriate agencies.
- 14) Remain on-site until all HHW has been properly removed.
- 15) The types of HHW listed below shall not be knowingly accepted by Consultant at any collection event:
 - a. Explosives
 - b. Ammunition
 - c. Radioactive materials
 - d. Biological waste

B. Transportation

Consultant shall be solely responsible for transporting all HHW to the appropriate destination(s), unless other arrangements have been made and approved in writing by County in advance. Consultant shall be responsible for using appropriate containers and other equipment, vehicles, licenses, registration, and drivers as required by federal and state laws and regulations.

C. Disposal

Consultant shall arrange for the ultimate disposal of the HHW collected during the collection events. County shall not be responsible for costs incurred as a result of a treatment, storage, or disposal facility

refusing to take HHW from Consultant. Consultant shall recycle used motor oil and filters, antifreeze, and latex paint collected at the collection events, and any other HHW that is recyclable.

D. Liability

Consultant assumes all responsibility allowed by law for the HHW from the point at which it is accepted by Consultant to the point at which it reaches the disposal or treatment destination.

E. Emergency Response

The Consultant, in collaboration with the County, shall coordinate emergency response with local, state, and/or federal agencies. Consultant shall be responsible for related hazardous materials releases on the collection site and shall be prepared for emergency response.

Section 2. RESPONSIBILITIES OF COUNTY.

Pursuant to the terms and conditions of this agreement, County shall compensate Consultant as prescribed in sections 3 and 4 of this agreement and shall monitor the outcomes achieved by Consultant.

Section 3. COMPENSATION.

A. Consultant shall be paid for the services described in this agreement as follows:

1) Non-disposal Costs:

- | | |
|---------------------------|---------------|
| a. Chemists: | \$45.00 /hour |
| b. Chemists, overtime: | \$67.50 /hour |
| c. Technicians: | \$39.50 /hour |
| d. Technicians, overtime: | \$59.00 /hour |

The number of staff, hours to be worked, mobilization and equipment/supply costs shall be based upon estimated number of participants, and shall be agreed to in writing using Attachment A, Event Non-Disposal Costs, no later than 30 days prior to each event.

2) Disposal Costs shall be charged in accordance with Attachment B, Disposal Rates.

- B. During the term of this agreement, the Director of Resource Management may approve, in writing and in advance, changes in any of Consultant's rates, provided that the increase in any single rate shall not exceed 9 percent over the original rate during the entire term of this agreement and provided further that the rate increase shall not increase the total compensation payable under this agreement.
- C. In no event shall compensation paid to Consultant pursuant to this agreement exceed \$290,000 over the entire term of this agreement, including any renewal terms as provided for in section 5 of this agreement.
- D. Consultant's violation or breach of agreement terms may result in fiscal penalties, withholding of compensation, or termination of agreement.

Section 4. BILLING AND PAYMENT.

- A. Consultant shall submit to Department of Resource Management within thirty days after completion of each collection event, an itemized statement or invoice of services rendered. County shall make payment within 30 days of receipt of Consultant's correct and approved statement or invoice.
- B. Should County, or the state or federal government, disallow any amount claimed by Consultant, Consultant shall reimburse County, or the state or federal government, as directed by County, or the state or federal government, for such disallowed cost.

Section 5. TERM OF AGREEMENT.

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

Section 6. TERMINATION OF AGREEMENT.

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

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

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

Section 8. NONASSIGNMENT OF AGREEMENT; NON-WAIVER.

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

Section 9. EMPLOYMENT STATUS OF CONSULTANT.

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

Section 10. INDEMNIFICATION.

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

Section 11. INSURANCE COVERAGE.

- A. Without limiting Consultant's duties of defense and indemnification, Consultant and any subcontractor shall obtain, from an insurance carrier authorized to transact business in the State of California, and maintain continuously during the term of this agreement Commercial General Liability Insurance, including coverage for owned and non-owned automobiles, and other coverage necessary to protect County and the public with limits of liability of \$1 million per occurrence; such insurance shall be primary as to any other insurance maintained by County.
- B. Consultant and any subcontractor shall obtain and maintain continuously required Workers' Compensation and Employer's Liability Insurance to cover Consultant, subcontractor, Consultant's partner(s), subcontractor's partner(s), Consultant's employees, and subcontractor's(s') employees with an insurance carrier authorized to transact business in the State of California covering the full liability for compensation for injury to those employed by Consultant or subcontractor. Each such policy shall be endorsed to state that the Workers' Compensation carrier waives its right of subrogation against County, its elected officials, officers, employees, agents, and volunteers which might arise in connection with this agreement. Consultant hereby certifies that Consultant is aware of the provisions of section 3700 of the Labor Code, which requires every employer to insure against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of the Labor Code, and Consultant shall comply with such provisions before commencing the performance of the work or the provision of services pursuant to this agreement.
- C. Consultant shall obtain and maintain continuously a policy of Consultant's Pollution Liability, Environmental Impairment Liability, or Hazardous Waste Liability Insurance, with limits of liability of \$1 million per occurrence.
- D. Consultant shall require subcontractors to furnish satisfactory proof to County that liability and workers' compensation and other required types of insurance have been obtained and are maintained similar to that required of Consultant pursuant to this agreement.

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

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

"Separation of Insureds.

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

- a. As if each Named Insured were the only Named Insured; and
 - b. Separately to each suit insured against whom a claim is made or suit is brought."
- (5) Consultant shall provide County with an endorsement or amendment to Consultant's policy of insurance as evidence of insurance protection before the effective date of this agreement.
 - (6) The insurance coverage required herein shall be in effect at all times during the term of this agreement. In the event any insurance coverage expires at any time during the term of this agreement, Consultant shall provide County, at least 20

days prior to said expiration date, a new endorsement or policy amendment evidencing insurance coverage as provided for herein for not less than the remainder of the term of this agreement or for a period of not less than one year. In the event Consultant fails to keep in effect at all times insurance coverage as herein provided and a renewal endorsement or policy amendment is not provided within 10 days of the expiration of the endorsement or policy amendment in effect at inception of this agreement, County may, in addition to any other remedies it may have, terminate this agreement upon the occurrence of such event.

- (7) If the endorsement or amendment does not reflect the limits of liability provided by the policy of insurance, Consultant shall provide County a certificate of insurance reflecting those limits.
- (8) Any of Consultant's Excess Insurance shall contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of County.

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

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

Section 13. COMPLIANCE WITH LAWS; NON-DISCRIMINATION.

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

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

Section 14. ACCESS TO RECORDS; RECORDS RETENTION.

County, federal, and state officials shall have access to any books, documents, papers, and records of Consultant that are directly pertinent to the subject matter of this agreement for the purpose of auditing or examining the activities of Consultant or County. Except where longer retention is required by federal or state law, Consultant shall maintain all records for five years after County makes final payment hereunder. This provision shall survive the termination, expiration, or cancellation of this agreement.

Consultant shall maintain appropriate records to insure a proper accounting of all funds and expenditures pertaining to the work performed or the services provided pursuant to this agreement. Consultant shall maintain records providing information that account for all funds and expenses related to the provision of services provided pursuant to this agreement. Access to these records shall be provided to County during working days, 8:00 a.m. to 5:00 p.m. and at other times upon reasonable notice by County, and upon request of state and federal agencies charged with the administration of programs related to the work or services to be provided pursuant to this agreement.

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

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

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

Section 16. LICENSES AND PERMITS.

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

Section 17. PERFORMANCE STANDARDS.

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

Section 18. CONFLICTS OF INTEREST.

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

Section 19. NOTICES.

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

If to County: Director of Resource Management
1855 Placer Street, Suite 200
Redding, CA 96001

If to Consultant: Clean Harbors Environmental Services, Inc.
2550 Del Monte Street, Suite 140
West Sacramento, CA 95691

With a copy to: Clean Harbors Environmental Services, Inc.
42 Longwater Drive, Norwell, MA 02061
Attn: General Counsel (Urgent Contract Matter)

- B. Any oral notice authorized by this agreement shall be given to the persons specified in Section 19.A. and shall be deemed to be effective immediately.

Section 20. AGREEMENT PREPARATION.

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

Section 21. COMPLIANCE WITH POLITICAL REFORM ACT.

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

Section 22. PROPERTY TAXES.

Consultant represents and warrants that Consultant, on the date of execution of this agreement, (1) has paid all property taxes for which Consultant is obligated to pay, or (2) is current in payments due under any

approved property tax payment arrangement. Consultant shall make timely payment of all property taxes at all times during the term of this agreement.

Section 23. SEVERABILITY.

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

Section 24. SCOPE AND OWNERSHIP OF WORK.

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

Section 25. USE OF COUNTY PROPERTY.

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

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

COUNTY OF SHASTA

Date: _____

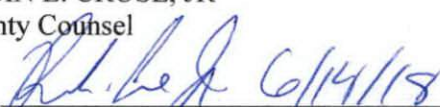
LES BAUGH, CHAIRMAN
Board of Supervisors
County of Shasta
State of California

ATTEST:

LAWRENCE G. LEES
Clerk of the Board of Supervisors

By: _____
Deputy

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

By:  6/14/18
Rubin E. Cruse, Jr.
County Counsel


Date: 7/2/18

Date: 7/2/18

RISK MANAGEMENT APPROVAL

By:  06/14/18
James Johnson, Risk Management Analyst III

CONSULTANT

By: 
Clean Harbors Environmental Services, Inc.
Louis Pransky, Vice President

By: 
Clean Harbors Environmental Services, Inc.
Michael McDonald, Assistant Secretary

Tax I.D.#: 042698999

EVENT NON-DISPOSAL COSTS			
EVENT LOCATION:	COST TYPE	DESCRIPTION	COST
DATE:	Personnel	chemists @ \$45.00 /hr x 0 hrs	\$ -
		chemists @ \$67.50 /hr x 0 hrs (OT)	\$ -
ESTIMATED PARTICIPANTS:		technicians@ \$39.50 /hr x 0 hrs	\$ -
		technicians@ \$59.00 /hr x 0 hrs (OT)	\$ -
		Personnel Subtotal	\$ -
	Mobilization		\$ -
	Equipment and supplies		\$ -
	SUBTOTAL		\$ -

Disposal Rates

The rates below include packing supplies, transportation and disposal. "N/C" indicates no charge or cost to the County is associated with the item.

LO = Loose Pack

LP = Lab Pack

BU = Bulk

PA = Pallet

FI = Fuels Incineration

DI = Destructive Incineration

RC = Recycle

LF = Landfill, Class I

303 Category	Material Type	Packing Method	Disposal Method	Cubic Yard Bin	55-Gal Drum	30-Gal Drum	15-Gal Drum	5-Gal Drum	Other	CH's Code†
Flammable and Poison	Flammable solids	LO	FI	\$788	\$242	\$194	\$154	\$83		LPTN
	Flammable liquids	LP	DI		\$281	\$226	\$171	\$92		LCCR
	Bulked flammable liquids	BU	FI		\$113	\$100	\$81	\$41		FB1
	Oil-based paints	LO	FI	N/C*	N/C*	N/C*	N/C*	N/C*		LPTP
	Poisons	LO	DI	\$886**	\$281	\$226	\$171	\$92		LCCR
	Reactives	LP	DI					\$167		LRCT
	Propane cylinder, BBQ type	LO	RC						\$23/ea.	LCY1
	Propane, 1 lb. canister	LO	RC						\$12/ea.	LCY1
PCB-Containing	PCB ballasts	LO	RC		\$512	\$399	\$321	\$155		CHBD
Reclaimable	Antifreeze	BU	RC		\$158	\$134	\$108	\$55		B35
	Auto type batteries (motor vehicles)	PA	RC		N/C	N/C	N/C	N/C		LBLA
	Latex paint	LO	RC	N/C*	N/C*	N/C*	N/C*	N/C*		LFB3
	Motor oil	BU	RC		\$158	\$134	\$108	\$55		A31
	Used oil filters	LO	RC		\$158	\$134	\$108	\$55		COF
Acid	Inorganic and organic acid	LP	DI		\$281	\$226	\$171	\$92		LCCR
Base	Inorganic and organic base	LP	DI		\$281	\$226	\$171	\$92		LCCR
Oxidizer	Oxidizers	LP	DI		\$281	\$226	\$171	\$92		LCCR
	Organic peroxide	LP	DI					\$167		LRCT
Asbestos	Asbestos	LO	LF	\$658	\$216	\$177	\$143	\$72		CNIA

303 Category	Material Type	Packing Method	Disposal Method	Cubic Yard Bin	55-Gal Drum	30-Gal Drum	15-Gal Drum	5-Gal Drum	Other	CH's Code†
Universal Waste (UW)	Elemental mercury containing articles/devices***	LP	RC				\$951	\$482		LCHG2
	Mercury lamps, broken	LO	RC		\$512	\$399	\$321	\$161		CFL9
	Fluorescent lamps, straight	LO	RC						\$1.22/lb.	CFL1
	Fluorescent lamps, circular and u-shaped	LO	RC						\$2.90/lb.	CFL2
	Compact fluorescent lamps	LO	RC						\$2.90/lb.	CFL8
	Batteries, NiCd and NiMH	LO	RC		\$456	\$357	\$287	\$110		LBD
	Batteries, lithium	LO	RC					\$152		LBBGB
	Batteries, lead acid gel cell	LO	RC		\$456	\$357	\$287	\$144		LBLA
	Batteries, alkaline	LO	RC		\$456	\$357	\$287	\$144		LBD1
	Aerosol cans	LO	DI	\$709	\$219	\$177	\$141	\$77		LCCRQ
Electronic Devices (UW)	Covered electronic devices	LO	RC						\$0.69/lb.	ECEW
	Other electronic devices	LO	RC						\$0.69/lb.	EEE
Other	Home-generated sharps waste	LO	DI			\$512	\$388	\$167		D20X

† Specifications for Clean Harbors' Waste Classification Codes are provided further ahead in the "Assumptions and Considerations" section.

* No charge for PaintCare-eligible items only, and is conditioned upon Clean Harbors receiving approval from PaintCare to add Shasta County's temporary HHW collection events to list of architectural paint collection sites.

** Cubic Yard Bin price applies only to Pesticides Solids.

*** Free-flowing (pourable) elemental mercury is not included in Clean Harbors' disposal pricing, and will be quoted separately as needed on a case-by-case basis.

Clean Harbors will provide Shasta County with separate quotes as needed for any waste streams received at an event that do not fit the rate sheet categories above.

REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS

BOARD MEETING DATE: July 24, 2018

CATEGORY: Consent - Other Departments-21.

SUBJECT:

Renew the Shasta Cascade Regional Hazardous Materials Team Letter of Understanding and Renew Personal Services Agreement for Shasta Cascade Hazardous Materials Response Team Operations Director.

DEPARTMENT: County Service Area No. 1-County Fire

Supervisory District No. : All

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

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

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

RECOMMENDATION

Approve and authorize: (1) The Chairman to sign: (a) a retroactive renewal multi-agency Letter of Understanding (LOU) of the Shasta Cascade Regional Hazardous Materials Team in the amount of \$6,717 per fiscal year (with increases/decreases based on census reports) to provide technical services at the scene of hazardous materials incidents for the period July 1, 2017 through June 30, 2022, with one five-year option to renew; and (b) a retroactive renewal agreement with City of Redding in an amount not to exceed \$40,000 per fiscal year to provide a Shasta Cascade Hazardous Materials Response Team Operations Director for the period July 1, 2017 through June 30, 2018, with one automatic one-year renewal; and (2) the Shasta County Fire Warden to sign minor amendments, including retroactive, as long as they do not result in a substantial or functional change to the original intent of the LOU and otherwise comply with Administrative Policy 6-101, *Shasta County Contracts Manual*.

SUMMARY

Shasta Cascade Hazardous Materials Response Team (SCHMRT) is a multi-agency hazardous materials response team within the operational jurisdictions of Lassen, Modoc, Shasta, Siskiyou, Tehama and Trinity Counties. This renewal Letter of Understanding (LOU) clarifies and updates the relationship and commitments between participating agencies which constitute SCHMRT.

Board approval and signature of the LOU authorizes the Shasta County Fire Department (SCFD) to participate in SCHMRT with the SCFD as the Lead Agency under the terms of the LOU.

The renewal agreement with City of Redding for providing the Operations Director will allow payment for an Operations Director to manage program needs for SCHMRT.

DISCUSSION

In October 1998, the Board of Supervisors approved the SCFD to act as the Lead Agency for a Regional Hazardous Materials Response Team. In January of 2000, the Shasta County Board of Supervisors approved and signed an initial LOU with the founding six counties and the city jurisdictions. The LOU was renewed in 2007 and again in 2012.

SCFD is requesting an effective date retroactive to July 1, 2017 to prevent any break in the term of the LOU. Due to the number of agencies involved and the complexity of hazardous material jurisdictional responsibility, SCFD is only now able to present the LOU to the Board of Supervisors.

This current LOU renewal was drafted by the SCFD and the Shasta County Counsel's Office. It allows the Member jurisdictions to pool shared resources and staff to provide a regional hazardous materials response capability.

Hazardous Materials (Hazmat) Technicians and Specialists from participating jurisdictions train together monthly and have been responding to incidents since 2000. In 2017, SCHMRT responded to 44 incidents. One incident was a Level II response, requiring all available members to respond. The remaining incidents were Level I, requiring only local staffing to mitigate the circumstances.

The SCFD has a fully equipped ICS Type II Hazmat response vehicle (HM 24) purchased with grant funding in 2004. The HM 24 is housed at Redding Station 8 for mutual access by all responding agencies.

In recent years, SCFD has received annual funding from the State Homeland Security Grant program to purchase and maintain equipment for hazardous materials responses. As a result, a team typing audit was performed by representatives from California Emergency Management Agency (CAL EMA) in December 2011. SCHMRT successfully met the criteria for a Type II hazardous materials response team. A Type II team is equipped for and capable of response to a greater variety of hazardous situations, and has a minimum number of personnel trained to a higher technical level. SCHMRT is the 43rd Team in the state to meet a Hazardous Materials Team qualifications rating.

All SCHMRT Member agencies (except CHP due to its stand-alone status) contribute funds to financially support the costs associated with the SCHMRT Operations Director to manage the daily functions of SCHMRT, and for equipment maintenance. Member contributions are based upon population in each Member's jurisdiction, with data provided by the most current US census (2010). Any excess funds are held in an assigned account in SCFD's fund balance as designated with the Shasta County Auditor's Office for emergency response, maintenance and training needs.

During the LOU renewal process, Shasta Community Services District decided not to renew membership with SCHMRT due to the inability to provide qualified personnel for membership.

SCFD also requests the Board delegate signature authority to the Shasta County Fire Warden for any

amendments (including retroactive) to this agreement. This will help streamline the administration of the LOU, especially in the case of adding any new members to SCHMRT. Approval by a simple majority of members may allow a new Member to join SCHMRT, and delegates authority from Members to the Shasta County Fire Warden to modify the LOU for the purposes of adding a new Member.

The SCHMRT program is important for residents of Northern California, and SCFD is the Lead Agency by Board of Supervisors direction. This LOU renews the commitment to a regional, organized and stable program to protect citizens.

As the lead agency for SCHMRT, SCFD contracts with the City of Redding for reimbursement of costs related to the Operations Director position. Since 2010, SCFD has contracted with the City of Redding on a year-to-year basis for the specialized technical services of an Operations Director for SCHMRT. The Operations Director manages the daily operations of SCHMRT, and reports directly to the SCHMRT Program Manager (i.e., the Shasta County Fire Warden). The Operations Director position requires a highly trained and qualified individual. This position is filled from among the ranks of the SCHMRT cooperators. The SCHMRT cooperators all contribute funds to help support this critical lead position, as outlined in the LOU.

Since the Operations Director position was created, SCHMRT has become a safer and more skilled resource in northern California. Two new cooperating agencies have formally joined the SCHMRT through the LOU, providing additional staffing and better interoperable organization during incidents. The Operations Director is able to better track and maintain needed supplies and equipment, and has been instrumental in obtaining additional and upgraded equipment through annual Homeland Security Grants. The Operations Director also assists with planning important training exercises and preplanning responses to potential disasters. Through these efforts, SCHMRT qualifications have been upgraded to a Type II Hazardous Material Team by the California Office of Emergency Services, documenting the improved ability to respond to critical incidents. This would not have happened without the dedicated effort of the Operations Director.

ALTERNATIVES

The Board may request additional information about SCHMRT, the LOU or the Operations Director position. The Board may decline to approve the LOU or Agreement at this time. The City of Redding would not be compensated for expenses incurred by providing the SCHMRT Operations Director position.

OTHER AGENCY INVOLVEMENT

This LOU will align six Northern California counties, five cities, one fire district, and a state agency into a multi-agency hazardous materials team. All other Members of this LOU, except Shasta Community Services District, have agreed to provide approval of participation by their governing board. All have signed this renewal LOU.

The County Administrative Office has reviewed this recommendation. County Counsel has approved the LOU and Personal Services Agreement with City of Redding as to form. Risk Management has reviewed the LOU and Personal Services Agreement with City of Redding.

FINANCING

Anticipated revenue and appropriations for the SCHMRT LOU were included in both the SCFD Fiscal Year 2017/2018 Adjusted Budget and the Fiscal Year 2018/2019 Proposed Budget. There is no additional General Fund impact.

The funding for the SCHMRT Operations Director agreement comes directly from SCHMRT member contributions, as delineated in the LOU. As the lead agency, SCFD collects the member contributions, and distributes the majority for compensation of the SCHMRT Operations Director. This agreement with City of Redding designates 90% of collected funds rather than a specific dollar value because the funds collected could change pursuant to the LOU. This agreement is written so that compensation will never exceed member contributions.

The Operations Director spends many hours each year on planning and projects throughout the fiscal year. City of Redding has agreed to accept 90% of SCHMRT member contributions as full payment of their staff hours dedicated to the SCHMRT Operations Director position.

ATTACHMENTS:

Description	Upload Date	Description
Letter of Understanding	7/17/2018	Letter of Understanding
SCHMRT Operations Director PSA	7/3/2018	SCHMRT Operations Director PSA

**LETTER
OF
UNDERSTANDING**

for the

ASSEMBLY AND MAINTENANCE

of

**SHASTA CASCADE REGIONAL HAZARDOUS
MATERIALS TEAM**

A MULTI-AGENCY

HAZARDOUS MATERIALS RESPONSE TEAM

within

THE OPERATIONAL JURISDICTIONS OF

**LASSEN, MODOC, SHASTA, SISKIYOU,
TEHAMA AND TRINITY COUNTIES**

July 1, 2017
to
June 30, 2022

PREAMBLE

The Shasta Cascade Hazardous Materials Response Team (SCHMRT) was created to provide technical services at the scene of a hazardous materials incident within the operational areas of Lassen, Modoc, Shasta, Siskiyou, Tehama, and Trinity Counties. The agencies signatory to this agreement, having determined that the most efficient and cost-effective method to provide such services is to align themselves into a multi-agency team, do agree to the terms of this Letter of Understanding.

By commitment of resources, the agencies will develop the Shasta Cascade Hazardous Materials Response Team, which will serve to provide for response to incidents involving hazardous materials to the best of the participating agencies' collective abilities and capabilities. SCHMRT will be solely a call-when-needed resource for the participating agencies if resources are available, and will not circumvent the requesting agency's statutory authority.

The Shasta County Fire Department, with approval of the Shasta County Board of Supervisors, has committed to being the Lead Agency for SCHMRT.

LETTER OF UNDERSTANDING

SHASTA CASCADE HAZARDOUS MATERIALS RESPONSE TEAM

I. MEMBERS:

This Letter of Understanding is entered into by the following parties:

- A. the County of Shasta (through its Fire Department),
- B. the County of Tehama (through its Fire Department, Office of the Sheriff, and its Department of Environmental Health),
- C. the County of Siskiyou,
- D. the County of Trinity,
- E. the City of Anderson,
- F. the City of Red Bluff (through its Fire Department),
- G. the City of Corning (through its Fire Department),
- H. the City of Redding (through its Fire Department),
- I. the County of Lassen,
- J. the County of Modoc,
- K. the City of Shasta Lake,
- L. the Shasta-Tehama-Trinity Community College District
- M. the California Highway Patrol
- N. the Shasta Community Service District (through its Fire Department)

(Individually, a party to this Letter of Understanding shall be referred to as a “Member.” Collectively, the parties to this Letter of Understanding shall be referred to as the “Members”).

II. PURPOSE:

The Members desire to enter into a multi-agency mutual aid agreement to form units to be known as the Shasta Cascade Hazardous Materials Response Team. SCHMRT provides first responder operational and technical services at the scene of hazardous materials incidents within the jurisdictional areas of the Members.

III. DEFINITIONS: The following definitions shall apply for the purposes of this Letter of Understanding:

- A. "Administrators" shall be composed of a designated representative of each participating agency. The Administrators shall set the Team's direction through enactment of policy and guidelines to assure continuity and a coordinated interaction of all participating agencies. This group shall commit reasonable resources under their individual control to adequately staff, train and maintain equipment and personnel to mitigate emergency incidents involving hazardous materials. The Administrators shall also assure that each individual participating agency's policies and procedures are not compromised and, further, that the direction of each participating agency's governing jurisdiction is not eroded
- B. "Cost recovery" means the recovery of costs associated with responses to hazardous material incidents and shall include, but not be limited to, those costs recovered from persons and entities responsible for a hazardous materials incident.
- C. "First Responder Operational Decon Services" means services at the site of a hazardous materials incident designed to protect nearby persons, property, or the environment from the effects of the incident. Said services are of a defensive nature only. The primary goal of such services is to contain a hazardous materials incident from a safe distance, keep it from spreading, prevent exposures, and perform basic equipment, victim, and response personnel decontamination services.
- D. "Hazardous Material" means any substance, material, or device defined as a hazardous substance in Title 8, California Code of Regulations, subdivision (a)(3)(A) of section 5192 as it currently exists or may hereafter be amended.
- E. "Hazardous materials incident" means any situation which results in or poses the danger of resulting in the uncontrolled release of a Hazardous Material.
- F. "Local Response" means each SCHMRT Party is expected to respond to hazardous materials incidents and conduct an on-scene assessment. This assessment shall be performed by a qualified Hazardous Materials Technician/Specialist. The recommended minimum response to a Hazardous Materials incident should include a Chief Officer, Engine Company, and Hazardous Materials Technician/Specialist. The

on-scene Hazardous Materials Technician/ Specialist and Incident Commander will determine the level of response that is needed.

- G. "Shasta Cascade Hazardous Materials Response Team" or "SCHMRT" means an organized unit of persons and/or equipment assembled to respond to hazardous materials incidents, to provide First Responder Operational Decon Services, and technical services (see definition J.).
- H. "SCHMRT Program Manager" is the Shasta County Fire Warden or his or her designee.
- I. "SCHMRT Operations Director" means the person selected by the SCHMRT Program Manager with the selection criteria approved by the Administrators. The SCHMRT Operations Director shall manage the daily operations of SCHMRT and shall report directly to the SCHMRT Program Manager.
- J. "Technical services" means services at the site of a hazardous materials incident designed to attempt to identify product, plug, patch, or otherwise stop the release of a hazardous material, all activities necessary to bring a hazardous materials incident to a point of stabilization and to reduce and prevent the spread of contamination, and decontamination.

IV. AGREEMENT:

The Members to this Letter of Understanding hereby agree as follows:

- A. Each Member shall, at a minimum, train and certify at least one person qualified to provide Hazardous Materials Technician services or four persons qualified to provide first Responder Operational decontamination services.
- B. Each Member, in addition to the foregoing and to the extent its resources permit, shall train and certify additional personnel capable of providing technical services.
- C. Each Member may, at its discretion, acquire and maintain material and supplies necessary to provide equipment to and support SCHMRT operations.
- D. In lieu of providing personnel the Shasta-Tehama-Trinity Community College District will provide training facilities. Use of training facilities will not interfere with regularly scheduled classes.
- E. Each Member shall, contribute funds as specified in Appendix A to financially support the costs associated with the duties of the SCHMRT Operations Director and equipment maintenance. The Lead Agency for SCHMRT shall collect and contract for a person or entity or, if approved by the governing body of the Lead

Agency, employ a person to perform the duties of the SCHMRT Operations Director. Contributions shall be made in accordance with the following schedule:

1. Beginning July 1, 2017 and each year following, the Members shall pay their share on or before October 1 of each year.
- F. To the extent required by law, each Member shall be responsible to respond to any hazardous materials incidents occurring within its jurisdiction.
- G. At the sole discretion of a Member, a Member may request a local SCHMRT response to the scene of a hazardous materials incident within the Member's jurisdiction.
- H. Under the direction of the jurisdiction having legal scene management authority and responsibility, the SCHMRT unit shall have control of all matters pertaining to the containment and decontamination of a hazardous materials incident until relieved of responsibility by the requesting Member or by the legal scene manager.
- I. A Member shall not be required to respond to a request for resources.
- J. A Member shall not be required to reimburse another Member for the costs of personnel, resources, administration, training, or emergency response pursuant to this Letter of Understanding.
EXCEPTION: If a member is a host agency for a California Office of Emergency Services (CALOES) Hazardous Materials Emergency Response Vehicle that host agency is maybe required, through agreement with the state, to reimburse CALOES for the use of the Hazardous Materials Emergency Response Vehicle on non-rail incidents

V. MUTUAL INDEMNIFICATION:

To the fullest extent permitted by law, each Member to this Letter of Understanding shall indemnify and hold harmless each other, their elected officials, officers, employees, agents, and volunteers against all claims, suits, actions, costs, expenses, (including, but not limited to, reasonable attorney's fees, expert fees, litigation costs, and investigation costs), damages, judgments, (including property of Members) being damaged by the negligent acts, willful acts, or errors or omissions of any Member, any person employed by a Member, or in any capacity during the provision of services undertaken pursuant to this Letter of Understanding, except when the injury or loss is caused by the sole negligence or intentional wrongdoing of a Member.

The provisions of the above Mutual Indemnification are intended to be interpreted as broadly as permitted by applicable law. This provision shall survive the termination, expiration, or cancellation of this Letter of Understanding.

VI. INSURANCE:

- A. Each Member shall provide certificates of Insurance.
- B. Without limiting any Member's duty of indemnification, each Member shall obtain, from an insurance carrier authorized to transact business in the State of California, and maintain continuously during the term of this agreement Commercial General Liability Insurance, including coverage for owned and non-owned automobiles, and other insurance necessary to protect the Lead Agency and the public with limits of liability of not less than \$1 million combined single limit bodily injury and property damage; such insurance shall be primary as to any other insurance maintained by the Lead Agency.
- C. Each Member shall obtain and maintain continuously required Workers' Compensation and Employer's Liability Insurance to cover Member, Member's partner(s), and Member'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 the Member. Each such policy shall be endorsed to state that the Workers' Compensation carrier waives its right of subrogation against the Lead Agency, its elected officials, officers, employees, agents, and volunteers which might arise in connection with this agreement. Member hereby certifies that Member 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 Member shall comply with such provisions before commencing the provision of services pursuant to this Letter of Understanding.
- D. Any deductible or self-insured retention exceeding \$25,000 for a Member shall be disclosed to and be subject to approval by the Lead Agency's Risk Manager prior to the effective date of this agreement.

VII. COST RECOVERY:

- A. Members may pursue all legally recoverable costs associated with responses to hazardous materials incidents from those persons and entities responsible for the incident.

- B. The Shasta County Fire Department (SCFD), at its discretion, may coordinate and monitor all cost recovery efforts and disbursements in accordance with the terms of this Letter of Understanding. For the purposes of cost recovery, the Members hereby designate the SCFD as their agent.
- C. Each Member shall provide a record of all costs of resources, including but not limited to personnel and equipment, deployed to a hazardous materials incident within 30 days of the conclusion of the incident.
- D. The Members to this Letter of Understanding hereby agree that the SCFD as the Lead Agency shall collect through cost-recovery efforts all revenue associated with responses to hazardous materials incidents and that all cost-recovery revenue shall be deposited in designated SCHMRT revenue accounts in the SCFD budget fund. The SCFD shall reimburse Members to this Letter of Understanding for the costs of resources associated with responding to a hazardous materials incident as hereafter provided. In addition to the foregoing, revenue collected by the SCFD may be used to establish, support, and train SCHMRT units. All expenditures for the establishment, support, and training of SCHMRT units shall be made from the SCFD assigned SCHMRT expenditure accounts. Any attorney fees collected in the course of cost recovery shall be forwarded to the Member who provided the attorney services. If more than one Member provided attorney services, the attorneys fees shall be apportioned among the Members based upon the percentage that a Member's attorney fees represents of the total amount of attorney fees recovered. Furthermore, the SCFD shall account for all annual SCHMRT revenues and expenditures separately from all other SCFD revenues and expenditures by establishing an assigned SCHMRT account in the SCFD's fund.
- E. Whenever monies are deposited in the SCHMRT revenue accounts which constitute costs recovered pursuant to a hazardous materials incident, said moneys shall be distributed to the Member or Members to the Letter of Understanding (apportioned to the Member or Members cost for hazardous materials incident response). Notwithstanding the foregoing, a team activation fee of \$2000 shall be deducted from any cost recovery prior to disbursement to a Member to this Letter of Understanding and shall be deposited in the SCHMRT revenue accounts.
- F. In addition to the foregoing, it shall be the policy of the Members to this Letter of Understanding to permit and encourage other local governmental agencies to deposit moneys in the SCHMRT revenue accounts to cover the costs associated with establishing and maintaining SCHMRT units.

VIII. TERM:

The initial term of this Letter of Understanding shall be for five years beginning July 1, 2017 and ending June 30, 2022. The term of this agreement may be extended by each Member for one additional five-year term at the end of the initial term, under the same terms and conditions by notifying the Lead Agency of such renewal, in writing, before the end of the term.

IX. TERMINATION OF LETTER OF UNDERSTANDING:

- A. A Member may terminate its participation upon 120 days written notice to all other Members, especially the Lead Agency.
- B. Should funding cease or be materially decreased, a Member may terminate its participation immediately upon the mailing of written notice to all other Members.
- C. Notwithstanding a Member's termination of further participation in this Agreement that Member may still receive cost recovery reimbursement as provided in section VII. E of this Letter of Understanding for costs incurred by the Member during the time in which the Member participated in this Letter of Understanding.
- D. This Letter of Understanding shall continue so long as there are two or more Members. Termination of any Member shall not affect the rights and responsibilities of any remaining Member. A Member who terminates its participation in this Letter of Understanding shall have no right to reimbursement of moneys contributed pursuant to Section IV. E of this Letter of Understanding. In the event that County of Shasta terminates its participation in this Letter of Understanding, the remaining Members shall, by amendment to this Letter of Understanding, designate a Member to act as Lead Agency.
- E. Should this Letter of Understanding be terminated by all Members, then all funds in the SCHMRT assigned account with the Lead Agency shall be distributed among the Members in proportion to their respective contributions after the Shasta County contracted third party audit is completed for that fiscal year.

X. ENTIRE AGREEMENT; MODIFICATION:

- A. When an agency desires to become a new Member to this SCHMRT Letter of Understanding, the Lead Agency will notify all existing Members in writing. Members will have 90 days to respond in writing to the Lead Agency with an affirmative or negative reply to the request. A new Member will be added with a simple majority of affirmative replies. For the purposes of adding a new Member, all Members authorize the Lead Agency to modify this Letter of Understanding to add the new Member. Once a new Membership is finalized, all Members will be provided contact information for the new Member and an update to Appendix A.
- B. This Letter of Understanding constitutes the entire understanding of the Members. With the exception of Section X.A., no changes, amendments, modification, or alterations shall be effective unless in writing and signed by all Members.

XI. EXECUTION IN COUNTERPARTS:

This Letter of Understanding may be executed in counterparts, each of which shall be deemed an original, all of which together shall constitute one and the same instrument.

XII. NOTICES:

Any notice required to be given pursuant to the terms and provisions of this Letter of Understanding shall be in writing and shall be sent first-class mail to the following addresses:

If to the County of Shasta:	Shasta County Fire Department Fire Warden 875 Cypress Ave. Redding, CA 96001
If to the County of Tehama:	Tehama County Sheriff Department 22840 Antelope Blvd P.O. Box 729 Red Bluff, CA 96080
If to the County of Siskiyou:	Siskiyou County County Administrative Officer P.O. Box 750 Yreka, CA 96097
If to the County of Trinity:	Trinity County County Administrative Officer P.O. Box 1613 Weaverville, CA 96093
If to the City of Anderson:	City of Anderson Attn: City Manager 1887 Howard Street Anderson, CA 96007
If to the City of Red Bluff:	City of Red Bluff Fire Department 555 Washington Street Red Bluff, CA 96080
If to the City of Corning:	Corning Fire Department 8145 5 th Street

	Corning CA 96021
If to the City of Redding:	City of Redding Fire Department 777 Cypress Avenue Redding, CA 96001
If to the County of Lassen:	Lassen County OES Attn: Eric Ewing 697-345 Hwy 36 Susanville CA 96130
If to the City of Shasta Lake:	City of Shasta Lake Attn: City Manager 1650 Stanton Dr. Shasta Lake, CA 96019
If to the Shasta-Tehama- Trinity Community College District:	Shasta-Tehama-Trinity Community College District Attn: Vice President of Administrative Services 11555 Old Oregon Trail PO Box 496006 Redding, CA 96049-6006
If to the County of Modoc:	County of Modoc County Administrative Officer 204 South Court Street Alturas, CA 96101
If to the California Highway Patrol:	CHP Northern Division 2485 Sonoma Street Redding CA 96001-3026
If to the Shasta Community Service District:	Shasta Fire Department P.O. Box 2520 Shasta CA 96087

APPENDIX A

(Adjusted for the 2010 Census)

Members shall contribute to operation of the SCHMRT in accordance with the following schedule:

The Members' contributions are a ten cents per capita charge based on population from the 2010 United States Census or \$1000 minimum, whichever is greater. Reevaluation of the fair share will occur with each new census report.

Lassen County	\$3490
Modoc County	\$1000
Shasta County	\$6717
City of Redding	\$8996
City of Anderson	\$1000
City of Shasta Lake	\$1016
Siskiyou County	\$4490
Tehama County	\$4172
City of Red Bluff	\$1407
City of Corning	\$1000
Trinity County	\$1379
Shasta- Tehama-Trinity Community College District	\$1000
California Highway Patrol	\$ 0*
Shasta Community Services District	\$1000.00

*The California Highway Patrol (CHP) is a stand-alone team needing no assistance from the SCHMRT Operations Director to operate.

IN WITNESS WHEREOF, the Members hereto have executed this LOU on the day and year set forth below.

SHASTA COUNTY

Date: _____

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

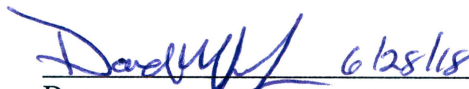
ATTEST:

LAWRENCE G. LEES
Clerk of the Board of Supervisors

By: _____

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

RISK MANAGEMENT APPROVAL


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

 06/28/18
By: _____

IN WITNESS WHEREOF, the members hereto have executed the Letter of Understanding on the day set forth below.

COUNTY OF TEHAMA

DATE: JAN 30 2018



CHAIRMAN OF THE BOARD OF SUPERVISORS
COUNTY OF TEHAMA

ATTEST:

JENNIFER VISE

Clerk of the Board of Supervisors

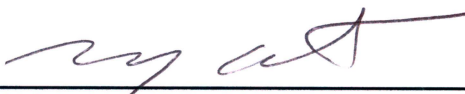
By: 

Deputy

IN WITNESS WHEREOF, the County of Siskiyou has executed this Letter of Understanding on the date set forth below.

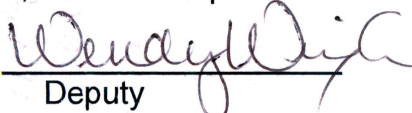
COUNTY OF SISKIYOU

Date: 3-20-18



RAY A. HAUPT, CHAIR
Board of Supervisors
County of Siskiyou
State of California

ATTEST:
COLLEEN SETZER
Clerk, Board of Supervisors

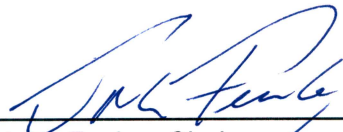
By: 

Deputy

1015-207020-752500-1055

IN WITNESS WHEREOF, the Members hereto have executed this LOU on the day and year set forth below.

TRINITY COUNTY
BOARD OF SUPERVISORS



John Fenley, Chairman
Board of Supervisors
County of Trinity, State of California

ATTEST:

MARGARET E. LONG
Clerk of the Board of Supervisors

By: _____
Deputy



AMENED Letter of Understanding Acceptance
For
Shasta Cascade Hazardous Materials Response Team
July 1, 2017 to June 30, 2022

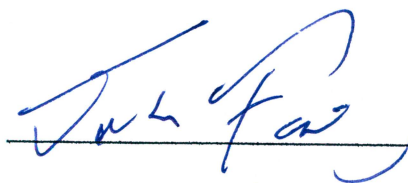
History

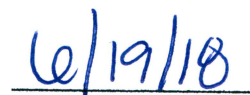
On June 26, 2017 Trinity County approved the Letter of Understanding for the County's continuing involvement has a member of the Shasta Cascade Hazardous Materials Response Team. In October 2107, two members requested changes in the Letter of Understanding. The changes were grammatical, punctuation, deletion of a paragraph and moving a paragraph to another section.

In January of 2018 Trinity County was given the amended Letter of Understanding for review. Per section X. B.

This Letter of Understanding constitutes the entire understanding of the Members. With the exception of Section X.A., no changes, amendments, modification, or alterations shall be effective unless in writing and signed by all Members.

By signing below Trinity County accepts the changes in the July 1, 2017 to June 30, 2022 Letter of Understanding for the Shasta Cascade Hazardous Materials Response Team.





Date

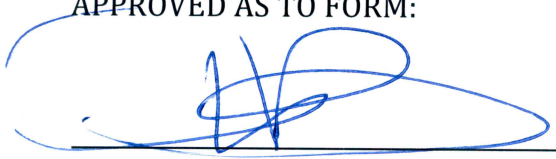
IN WITNESS WHEREOF, the Members hereto have executed this Letter of Understanding (LOU) for the Shasta Cascade Hazardous Materials Response Team (SCHMRT) on the day and year set forth below:

CITY OF ANDERSON
A Municipal Corporation

Dated: January 19, 2018


Jeff Kiser, City Manager

APPROVED AS TO FORM:


Jody Burgess, City Attorney

ATTEST:


Juanita Barnett, City Clerk

**BEFORE THE CITY COUNCIL OF THE CITY OF RED BLUFF
COUNTY OF TEHAMA, STATE OF CALIFORNIA**

IN THE MATTER OF:

RESOLUTION NO. 06-2017

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RED BLUFF APPROVING THE LETTER OF
UNDERSTANDING (LOU) AGREEMENT WITH THE MULTI-AGENCY
SHASTA CASCADE HAZARDOUS MATERIALS RESPONSE TEAM (SCHMRT).**

WHEREAS, the Councilmembers of the CITY OF RED BLUFF that said CITY COUNCIL does hereby approve the LOU Agreement dated July 1, 2017 with the multi-agency Shasta Cascade Hazardous Materials Response Team (SCHMRT).

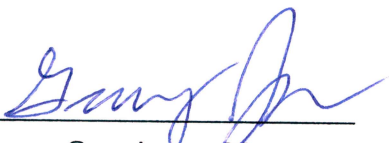
WHEREAS, the Mayor of the City of Red Bluff is hereby authorized to sign and execute said LOU agreement on behalf of the CITY OF RED BLUFF.

THEREFORE, BE IT RESOLVED THAT the foregoing resolution was duly passed and adopted by the Councilmembers of the CITY OF RED BLUFF at a regular adjourned meeting thereof, held on the 20th of June, 2017 by the following vote:

AYES: Councilmembers: Jones, Parker, Eyestone, Jenkins and Schmid

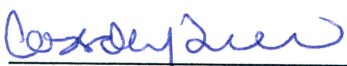
NOES: Councilmembers: None

ABSENT OR NOT VOTING: None



Gary Jones, Mayor

ATTEST:



Cassidy DeRego, City Clerk



AMENED Letter of Understanding Acceptance
For
Shasta Cascade Hazardous Materials Response Team
July 1, 2017 to June 30, 2022

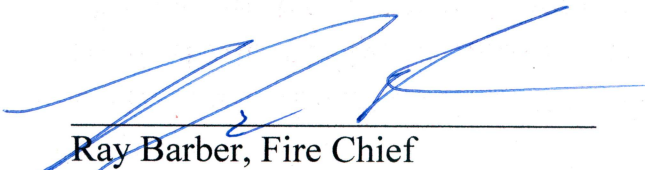
History

In June 2017, the Letter of Understanding for Red Bluff City's continuing involvement has a member of the Shasta Cascade Hazardous Materials Response Team was submitted and approved by Red Bluff City. In October 2107, two members requested changes in the Letter of Understanding. The changes were grammatical, punctuation, deletion of a paragraph and moving a paragraph to another section.

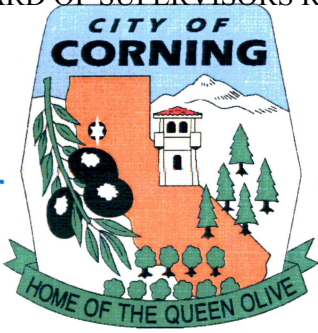
In January of 2018 Red Bluff City was given the amended Letter of Understanding for review. Per section X. B.

This Letter of Understanding constitutes the entire understanding of the Members. With the exception of Section X.A., no changes, amendments, modification, or alterations shall be effective unless in writing and signed by all Members.

By signing below, Red Bluff City accepts the changes in the July 1, 2017 to June 30, 2022 Letter of Understanding for the Shasta Cascade Hazardous Materials Response Team.


Ray Barber, Fire Chief
Red Bluff City


Date



City of Corning

794 Third St. Corning, CA 96021 (530) 824-7020 Fax (530) 824-2489

To Andy Reiling

January 10, 2018

SCHMRT

I, Tom Tomlinson, accept the current LOU from SCHMRT. I am the Fire Chief of The City of Corning.

Tom Tomlinson

A handwritten signature in blue ink that reads "Tom Tomlinson".

Fire Chief

City of Corning

IN WITNESS WHEREOF, City of Redding has executed this Letter of Understanding on the day and years set forth below:

CITY OF REDDING
A Municipal Corporation

Dated: 02/09, 2018



GERRY GRAY, Fire Chief

ATTEST:

APPROVED AS TO FORM:
BARRY E. DEWALT
City Attorney



PAMELA MIZE, City Clerk



By:

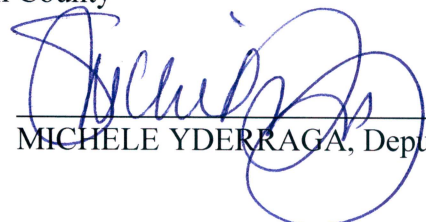
IN WITNESS WHEREOF, the Members hereto have executed this LOU on the day and year set forth below:

LASSEN COUNTY

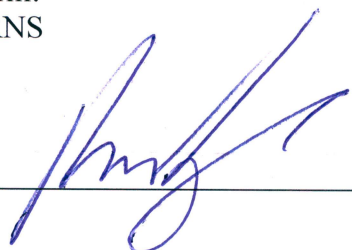
Date: 6/20/2017


CHAIRMAN, Board of Supervisors
County of Lassen County

ATTEST:
JULIE BUSTAMANTE
Clerk of the Board of Supervisors
Lassen County

By: 
MICHELE YDERRAGA, Deputy Clerk of the Board

Approved as to Form:
ROBERT M. BURNS
County Counsel

By: 

Re: SCHMRT LOU

Ewing, Eric@CALFIRE

Thu 2/22/2018 12:44 PM

To: Reiling, Andy@CALFIRE <Andy.Reiling@fire.ca.gov>;

The email message will suffice.

Sent from my Verizon, Samsung Galaxy smartphone

----- Original message -----

From: "Reiling, Andy@CALFIRE" <Andy.Reiling@fire.ca.gov>

Date: 2/22/18 11:37 AM (GMT-08:00)

To: "Ewing, Eric@CALFIRE" <Eric.Ewing@fire.ca.gov>

Subject: Re: SCHMRT LOU

Eric,

Thanks for working on it. Do you want me to use the last email as the verification of acceptance or is there something in the mail?

Andy

From: Ewing, Eric@CALFIRE

Sent: Thursday, February 15, 2018 9:56:45 AM

To: Reiling, Andy@CALFIRE

Subject: RE: SCHMRT LOU

Andy

The proposed changes are approved by Lassen County administration, no board action necessary.

Sorry this took so long

Eric Ewing

Emergency Services Chief

County of Lassen

CALFIRE Lassen Modoc Unit

697-345 Hwy 36

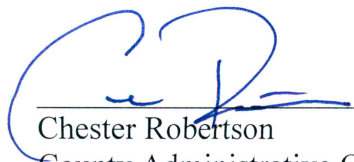
Susanville CA 96130

Telephone (530) 257-8504 Fax (530) 257-8599

24hr Dispatch Center (530) 257-5575

Lassen.OES@fire.ca.gov

IN WITNESS WHEREOF, the parties have executed this approved Amended Letter of Understanding for the Shasta Cascade Hazardous Materials Response Team on the date and year set forth below.



Chester Robertson
County Administrative Officer

04/16/18

Date

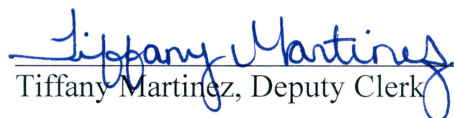


Patricia Cullins, Chair
Modoc County Board of Supervisors

Apr. 16, 2018

Date

ATTEST:



Tiffany Martinez, Deputy Clerk

APR 16 2018

Date

APPROVED AS TO FORM:

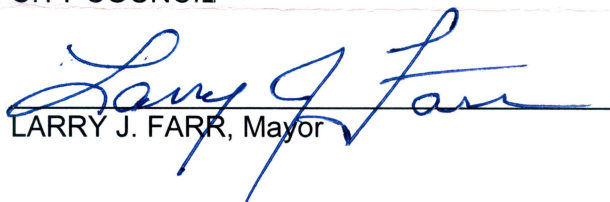
Margaret Long, County Counsel

Date

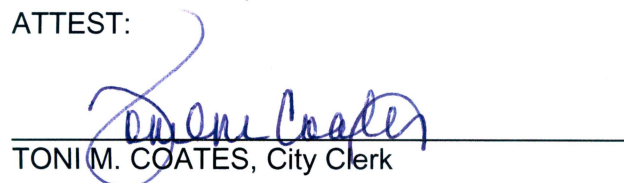
**LETTER OF UNDERSTANDING (LOU) FOR THE SHASTA CASCADE HAZARDOUS
MATERIALS RESPONSE TEAM
Dated July 1, 2017**

IN WITNESS WHEREOF, the Members hereto have executed this **revised** LOU on
On January 16, 2018 as set forth below.


CITY OF SHASTA LAKE
CITY COUNCIL


LARRY J. FARR, Mayor

ATTEST:


TONI M. COATES, City Clerk

APPROVED AS TO FORM


JOHN KENNY, City Attorney

IN WITNESS WHEREOF, the Members hereto have executed this LOU on the day and year set forth below.

SHASTA-TEHAMA-TRINITY JOINT COMMUNITY COLLEGE DISTRICT

Date: _____

1/23/18



MORRIS RODRIGUE

Assistant Superintendent/Vice President of
Administrative Services

IN WITNESS WHEREOF, the members hereto have executed this LOU on the day and year set forth below.

CALIFORNIA HIGHWAY PATROL

Date: January 8, 2018

A handwritten signature in blue ink, appearing to read "G. A. Baarts", is written over a horizontal line.

G. A. BAARTS, Captain

Special Services Commander

Northern Division

No Withholding

**PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF SHASTA AND
CITY OF REDDING**

This agreement is entered into between the County of Shasta, through its Fire Department, a political subdivision of the State of California ("County") and the City of Redding through its Fire Department ("City") for the purpose of assuming the responsibilities of the Shasta Cascade Hazardous Materials Response Team (SCHMRT) Operations Director (collectively, the "Parties" and individually a "Party").

Section 1. DEFINITIONS.

- A. "SCHMRT Program Manager" is the Shasta County Fire Warden or his/her designee.
- B. "SCHMRT Operations Director" means the person that shall manage the daily operations of SCHMRT and shall report directly to the SCHMRT Program Manager. City shall submit the name of a qualified employee for the position of SCHMRT Operations Director to the SCHMRT Program Manager for approval.
- C. "SCHMRT Workgroup Leaders" means SCHMRT personnel accountable to the Operations Director. SCHMRT Workgroup Leaders assume the first level supervisory role for SCHMRT operations. All Workgroup Leaders shall also be trained to perform as Hazardous Material Technicians/Specialists. The Operations Director shall submit names of qualified candidates for Workgroup Leaders to the Program Manager for final approval.

Section 2. RESPONSIBILITIES OF CITY.

Pursuant to the terms and conditions of this agreement, City shall assume all of the duties and responsibilities of the Operations Director as set forth in the attached Letter of Understanding for the Assembly and Maintenance of Shasta Cascade Regional Hazardous Materials Team A Multi-Agency Hazardous Materials Response Team within the Operational Jurisdictions of Lassen, Modoc, Shasta, Siskiyou, Tehama, and Trinity Counties- Date July 1, 2017 provided in Exhibit A attached hereto and incorporated herein.

Section 3. RESPONSIBILITIES OF COUNTY.

County shall compensate City as prescribed in sections 4 and 5 of this agreement and shall monitor response preparedness achieved by City.

Section 4. COMPENSATION.

- A. County shall pay City 90% of Member contributions received by County each fiscal year during the period July 1 to May 31, for services described in the agreement. In the event contributions by Members of the SCHMRT LOU change, commensurate changes will be made to compensation to City. In no event shall the maximum amount payable under this agreement exceed \$40,000.00 per fiscal year.

C-3732

- B. City's violation or breach of agreement terms may result in fiscal penalties, withholding of compensation, or termination of agreement.

Section 5. BILLING AND PAYMENT.

- A. County shall pay City annually for services furnished in accordance with the terms of this agreement, payable by June 15 of each fiscal year
- B. Should County, or the state or federal government, disallow any amount claimed by City, City 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 be for one year beginning July 1, 2017 and ending June 30, 2018. The term of this agreement shall be extended by County for one additional one-year term at the end of the initial term, under the same terms and conditions unless written notice of non-renewal is provided by either Party to the other Party at least 30 days prior to the expiration of the initial term or the then current term. Notwithstanding the foregoing, County shall not be obligated for payments hereunder for any future County fiscal year unless or until County's Board of Supervisors appropriates funds for this agreement in County's budget for that County fiscal year. In the event that funds are not appropriated for this agreement, then this agreement shall end as of June 30 of the last County fiscal year for which funds for this agreement were appropriated. For the purposes of this agreement, the County fiscal year commences on July 1 and ends on June 30 of the following year. County shall notify City in writing of such non-appropriation at the earliest possible date.

Section 7. TERMINATION OF AGREEMENT.

- A. If City materially fails to perform City's responsibilities under this agreement to the satisfaction of County, or if City fails to fulfill in a timely and professional manner City's responsibilities under this agreement, or if City violates any of the terms or provisions of this agreement, then County shall have the right to terminate this agreement for cause effective immediately upon the County giving written notice thereof to City. If termination for cause is given by County to City and it is later determined that City was not in default or the default was excusable, then the notice of termination shall be deemed to have been given without cause pursuant to paragraph B of this section.
- B. County may terminate this agreement without cause on 10 days written notice to City.
- C. City may terminate this agreement without cause on 10 days written notice to County.
- D. County may terminate this agreement immediately upon oral notice should funding cease or be materially decreased during the term of this agreement.

- E. County's right to terminate this agreement may be exercised its Board of Supervisors, its County Executive Officer or his/her designee, or the County Fire Warden or his/her designee.
- F. Should this agreement be terminated, City shall promptly provide to County any and all finished and unfinished reports, data, studies, photographs, charts, and other documents prepared by City pursuant to this agreement.
- G. If this agreement is terminated, City shall only be paid for services satisfactorily completed and provided prior to the effective date of termination.

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

- A. This agreement supersedes all previous agreements relating to the subject of this agreement and constitutes the entire understanding of the Parties hereto. City shall be entitled to no other benefits other than those specified herein. City specifically acknowledges that in entering into and executing this agreement, City 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 Redding City Manager and the Shasta County Fire Warden, provided that the amendment is in substantially the same format as the County's standard format amendment contained in the Shasta County Contracts Manual (Administrative Policy 6-101).
- C. The headings that appear in this agreement are for reference purposes only and shall not affect the meaning or construction of this agreement.
- D. If any ambiguity, inconsistency, or conflict exists or arises between the provisions of this agreement and the provisions of any of this agreement's exhibits or appendices, the provisions of this agreement shall govern.

Section 9. NONASSIGNMENT OF AGREEMENT; NON-WAIVER.

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

Section 10. EMPLOYMENT STATUS OF CITY.

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

Section 11. INDEMNIFICATION.

To the fullest extent permitted by law, the Parties shall indemnify and hold each other, their respective elected officials, officers, employees, agents, and volunteers harmless against all claims, suits, actions, costs, expenses (including, but not limited to, reasonable attorney's fees of a Party and counsel retained by a Party, 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, but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the respective party, its elected officials, officer, employees, agents or volunteers. The Parties shall also defend and indemnify each other 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 each other harmless with respect to City's "independent contractor" status that would establish a liability on either Party for failure to make social security deductions or contributions or income tax withholding payments, or any other legally mandated payment. The provisions of this paragraph are intended to be interpreted as broadly as permitted by applicable law. This provision shall survive the termination, expiration, or cancellation of this agreement.

Section 12. INSURANCE COVERAGE.

City is a self-insured public entity. City will maintain a self-insured retention in the amount of \$500,000 with respect to its general liability and automobile self-insured program. With regard to property insurance, City will maintain a self-insured retention in the amount of \$500,000 with a \$25,000 deductible. Liability in excess of the self-insured retention of \$500,000 for City's general liability is addressed through its membership with California

Joint Powers Risk Management Authority (CJPRMA). City is self-insured up to \$1,000,000 for workers' compensation coverage.

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

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

Section 14. COMPLIANCE WITH LAWS; NON-DISCRIMINATION.

- A. City shall observe and comply with all applicable present and future federal laws, state laws, local laws, codes, rules, regulations, and/or orders that relate to the work or services to be provided pursuant to this agreement.
- B. City 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. City represents that City is in compliance with and agrees that City 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 City under this agreement shall be used by City for sectarian worship, instruction, or proselytization. No funds or compensation received by City under this agreement shall be used to provide direct, immediate, or substantial support to any religious activity.
- E. In addition to any other provisions of this agreement, City shall be solely responsible for any and all damages caused, and/or penalties levied, as the result of City's noncompliance with the provisions of this section.

Section 15. ACCESS TO RECORDS; RECORDS RETENTION.

- A. County, federal, and state officials shall have access to any books, documents, papers, and records of City that are directly pertinent to the subject matter of this

agreement for the purpose of auditing or examining the activities of City or County. Except where longer retention is required by federal or state law, City shall maintain all records for five years after County makes final payment hereunder. This provision shall survive the termination, expiration, or cancellation of this agreement.

- B. City 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. City 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. City 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. City agrees to repay County the full amount of payment received for duplicate billings, erroneous billings, audit exceptions, or false or deceptive claims. City 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 City.

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

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

Section 17. LICENSES AND PERMITS.

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

Section 18. PERFORMANCE STANDARDS.

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

Section 19. CONFLICTS OF INTEREST.

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

Section 20. NOTICES.

- A. Except as provided in section 7.D. 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 Fire Department
Fire Warden
875 Cypress Ave.
Redding, CA 96001

If to City: City of Redding Fire Department
Chief Gerry Gray
777 Cypress Ave.
Redding, CA 96001

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

Section 21. AGREEMENT PREPARATION.

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

Section 22. COMPLIANCE WITH POLITICAL REFORM ACT.

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

Section 23. SEVERABILITY.

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

Section 24. COUNTY'S RIGHT OF SETOFF.

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

Section 25. CONFIDENTIALITY.

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

Section 26. USE OF COUNTY PROPERTY.

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

SIGNATURE PAGE FOLLOWS

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

COUNTY OF SHASTA

Date: _____

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

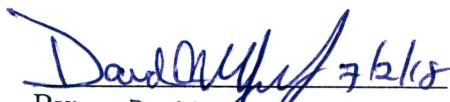
ATTEST:


LAWRENCE G. LEES
Clerk of the Board of Supervisors

By: _____
Deputy

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

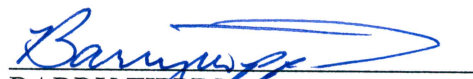
RISK MANAGEMENT APPROVAL


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


By: _____


CITY OF REDDING

Date: 6/27/18


BARRY TIPPIN
City Manager

ATTEST:

Approved as to form:
BARRY E. DEWALT
City Attorney


PAMELA MIZE, City Clerk



B.E. Dewalt

EXHIBIT A

**LETTER
OF
UNDERSTANDING**

for the

ASSEMBLY AND MAINTENANCE

of

**SHASTA CASCADE REGIONAL HAZARDOUS
MATERIALS TEAM**

A MULTI-AGENCY

HAZARDOUS MATERIALS RESPONSE TEAM

within

THE OPERATIONAL JURISDICTIONS OF

**LASSEN, MODOC, SHASTA, SISKIYOU,
TEHAMA AND TRINITY COUNTIES**

July 1, 2017
to
June 30, 2022

PREAMBLE

The Shasta Cascade Hazardous Materials Response Team (SCHMRT) was created to provide technical services at the scene of a hazardous materials incident within the operational areas of Lassen, Modoc, Shasta, Siskiyou, Tehama, and Trinity Counties. The agencies signatory to this agreement, having determined that the most efficient and cost-effective method to provide such services is to align themselves into a multi-agency team, do agree to the terms of this Letter of Understanding.

By commitment of resources, the agencies will develop the Shasta Cascade Hazardous Materials Response Team, which will serve to provide for response to incidents involving hazardous materials to the best of the participating agencies' collective abilities and capabilities. SCHMRT will be solely a call-when-needed resource for the participating agencies if resources are available, and will not circumvent the requesting agency's statutory authority.

The Shasta County Fire Department, with approval of the Shasta County Board of Supervisors, has committed to being the Lead Agency for SCHMRT.

LETTER OF UNDERSTANDING

SHASTA CASCADE HAZARDOUS MATERIALS RESPONSE TEAM

I. MEMBERS:

This Letter of Understanding is entered into by the following parties:

- A. the County of Shasta (through its Fire Department),
- B. the County of Tehama (through its Fire Department, Office of the Sheriff, and its Department of Environmental Health),
- C. the County of Siskiyou,
- D. the County of Trinity,
- E. the City of Anderson,
- F. the City of Red Bluff (through its Fire Department),
- G. the City of Corning (through its Fire Department),
- H. the City of Redding (through its Fire Department),
- I. the County of Lassen,
- J. the County of Modoc,
- K. the City of Shasta Lake,
- L. the Shasta-Tehama-Trinity Community College District
- M. the California Highway Patrol
- N. the Shasta Community Service District (through its Fire Department)

(Individually, a party to this Letter of Understanding shall be referred to as a “Member.” Collectively, the parties to this Letter of Understanding shall be referred to as the “Members”).

II. PURPOSE:

The Members desire to enter into a multi-agency mutual aid agreement to form units to be known as the Shasta Cascade Hazardous Materials Response Team. SCHMRT provides first responder operational and technical services at the scene of hazardous materials incidents within the jurisdictional areas of the Members.

III. DEFINITIONS: The following definitions shall apply for the purposes of this Letter of Understanding:

- A. "Administrators" shall be composed of a designated representative of each participating agency. The Administrators shall set the Team's direction through enactment of policy and guidelines to assure continuity and a coordinated interaction of all participating agencies. This group shall commit reasonable resources under their individual control to adequately staff, train and maintain equipment and personnel to mitigate emergency incidents involving hazardous materials. The Administrators shall also assure that each individual participating agency's policies and procedures are not compromised and, further, that the direction of each participating agency's governing jurisdiction is not eroded
- B. "Cost recovery" means the recovery of costs associated with responses to hazardous material incidents and shall include, but not be limited to, those costs recovered from persons and entities responsible for a hazardous materials incident.
- C. "First Responder Operational Decon Services" means services at the site of a hazardous materials incident designed to protect nearby persons, property, or the environment from the effects of the incident. Said services are of a defensive nature only. The primary goal of such services is to contain a hazardous materials incident from a safe distance, keep it from spreading, prevent exposures, and perform basic equipment, victim, and response personnel decontamination services.
- D. "Hazardous Material" means any substance, material, or device defined as a hazardous substance in Title 8, California Code of Regulations, subdivision (a)(3)(A) of section 5192 as it currently exists or may hereafter be amended.
- E. "Hazardous materials incident" means any situation which results in or poses the danger of resulting in the uncontrolled release of a Hazardous Material.
- F. "Local Response" means each SCHMRT Party is expected to respond to hazardous materials incidents and conduct an on-scene assessment. This assessment shall be performed by a qualified Hazardous Materials Technician/Specialist. The recommended minimum response to a Hazardous Materials incident should include a Chief Officer, Engine Company, and Hazardous Materials Technician/Specialist. The

on-scene Hazardous Materials Technician/ Specialist and Incident Commander will determine the level of response that is needed.

- G. “Shasta Cascade Hazardous Materials Response Team” or “SCHMRT” means an organized unit of persons and/or equipment assembled to respond to hazardous materials incidents, to provide First Responder Operational Decon Services, and technical services (see definition J.).
- H. “SCHMRT Program Manager” is the Shasta County Fire Warden or his or her designee.
- I. “SCHMRT Operations Director” means the person selected by the SCHMRT Program Manager with the selection criteria approved by the Administrators. The SCHMRT Operations Director shall manage the daily operations of SCHMRT and shall report directly to the SCHMRT Program Manager.
- J. “Technical services” means services at the site of a hazardous materials incident designed to attempt to identify product, plug, patch, or otherwise stop the release of a hazardous material, all activities necessary to bring a hazardous materials incident to a point of stabilization and to reduce and prevent the spread of contamination, and decontamination.

IV. AGREEMENT:

The Members to this Letter of Understanding hereby agree as follows:

- A. Each Member shall, at a minimum, train and certify at least one person qualified to provide Hazardous Materials Technician services or four persons qualified to provide first Responder Operational decontamination services.
- B. Each Member, in addition to the foregoing and to the extent its resources permit, shall train and certify additional personnel capable of providing technical services.
- C. Each Member may, at its discretion, acquire and maintain material and supplies necessary to provide equipment to and support SCHMRT operations.
- D. In lieu of providing personnel the Shasta-Tehama-Trinity Community College District will provide training facilities. Use of training facilities will not interfere with regularly scheduled classes.
- E. Each Member shall, contribute funds as specified in Appendix A to financially support the costs associated with the duties of the SCHMRT Operations Director and equipment maintenance. The Lead Agency for SCHMRT shall collect and contract for a person or entity or, if approved by the governing body of the Lead

Agency, employ a person to perform the duties of the SCHMRT Operations Director. Contributions shall be made in accordance with the following schedule:

1. Beginning July 1, 2017 and each year following, the Members shall pay their share on or before October 1 of each year.
- F. To the extent required by law, each Member shall be responsible to respond to any hazardous materials incidents occurring within its jurisdiction.
- G. At the sole discretion of a Member, a Member may request a local SCHMRT response to the scene of a hazardous materials incident within the Member's jurisdiction.
- H. Under the direction of the jurisdiction having legal scene management authority and responsibility, the SCHMRT unit shall have control of all matters pertaining to the containment and decontamination of a hazardous materials incident until relieved of responsibility by the requesting Member or by the legal scene manager.
- I. A Member shall not be required to respond to a request for resources.
- J. A Member shall not be required to reimburse another Member for the costs of personnel, resources, administration, training, or emergency response pursuant to this Letter of Understanding.
EXCEPTION: If a member is a host agency for a California Office of Emergency Services (CALOES) Hazardous Materials Emergency Response Vehicle that host agency is maybe required, through agreement with the state, to reimburse CALOES for the use of the Hazardous Materials Emergency Response Vehicle on non-rail incidents

V. MUTUAL INDEMNIFICATION:

To the fullest extent permitted by law, each Member to this Letter of Understanding shall indemnify and hold harmless each other, their elected officials, officers, employees, agents, and volunteers against all claims, suits, actions, costs, expenses, (including, but not limited to, reasonable attorney's fees, expert fees, litigation costs, and investigation costs), damages, judgments, (including property of Members) being damaged by the negligent acts, willful acts, or errors or omissions of any Member, any person employed by a Member, or in any capacity during the provision of services undertaken pursuant to this Letter of Understanding, except when the injury or loss is caused by the sole negligence or intentional wrongdoing of a Member.

The provisions of the above Mutual Indemnification are intended to be interpreted as broadly as permitted by applicable law. This provision shall survive the termination, expiration, or cancellation of this Letter of Understanding.

VI. INSURANCE:

- A. Each Member shall provide certificates of Insurance.
- B. Without limiting any Member's duty of indemnification, each Member shall obtain, from an insurance carrier authorized to transact business in the State of California, and maintain continuously during the term of this agreement Commercial General Liability Insurance, including coverage for owned and non-owned automobiles, and other insurance necessary to protect the Lead Agency and the public with limits of liability of not less than \$1 million combined single limit bodily injury and property damage; such insurance shall be primary as to any other insurance maintained by the Lead Agency.
- C. Each Member shall obtain and maintain continuously required Workers' Compensation and Employer's Liability Insurance to cover Member, Member's partner(s), and Member'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 the Member. Each such policy shall be endorsed to state that the Workers' Compensation carrier waives its right of subrogation against the Lead Agency, its elected officials, officers, employees, agents, and volunteers which might arise in connection with this agreement. Member hereby certifies that Member 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 Member shall comply with such provisions before commencing the provision of services pursuant to this Letter of Understanding.
- D. Any deductible or self-insured retention exceeding \$25,000 for a Member shall be disclosed to and be subject to approval by the Lead Agency's Risk Manager prior to the effective date of this agreement.

VII. COST RECOVERY:

- A. Members may pursue all legally recoverable costs associated with responses to hazardous materials incidents from those persons and entities responsible for the incident.

- B. The Shasta County Fire Department (SCFD), at its discretion, may coordinate and monitor all cost recovery efforts and disbursements in accordance with the terms of this Letter of Understanding. For the purposes of cost recovery, the Members hereby designate the SCFD as their agent.
- C. Each Member shall provide a record of all costs of resources, including but not limited to personnel and equipment, deployed to a hazardous materials incident within 30 days of the conclusion of the incident.
- D. The Members to this Letter of Understanding hereby agree that the SCFD as the Lead Agency shall collect through cost-recovery efforts all revenue associated with responses to hazardous materials incidents and that all cost-recovery revenue shall be deposited in designated SCHMRT revenue accounts in the SCFD budget fund. The SCFD shall reimburse Members to this Letter of Understanding for the costs of resources associated with responding to a hazardous materials incident as hereafter provided. In addition to the foregoing, revenue collected by the SCFD may be used to establish, support, and train SCHMRT units. All expenditures for the establishment, support, and training of SCHMRT units shall be made from the SCFD assigned SCHMRT expenditure accounts. Any attorney fees collected in the course of cost recovery shall be forwarded to the Member who provided the attorney services. If more than one Member provided attorney services, the attorneys fees shall be apportioned among the Members based upon the percentage that a Member's attorney fees represents of the total amount of attorney fees recovered. Furthermore, the SCFD shall account for all annual SCHMRT revenues and expenditures separately from all other SCFD revenues and expenditures by establishing an assigned SCHMRT account in the SCFD's fund.
- E. Whenever monies are deposited in the SCHMRT revenue accounts which constitute costs recovered pursuant to a hazardous materials incident, said moneys shall be distributed to the Member or Members to the Letter of Understanding (apportioned to the Member or Members cost for hazardous materials incident response). Notwithstanding the foregoing, a team activation fee of \$2000 shall be deducted from any cost recovery prior to disbursement to a Member to this Letter of Understanding and shall be deposited in the SCHMRT revenue accounts.
- F. In addition to the foregoing, it shall be the policy of the Members to this Letter of Understanding to permit and encourage other local governmental agencies to deposit moneys in the SCHMRT revenue accounts to cover the costs associated with establishing and maintaining SCHMRT units.

VIII. TERM:

The initial term of this Letter of Understanding shall be for five years beginning July 1, 2017 and ending June 30, 2022. The term of this agreement may be extended by each Member for one additional five-year term at the end of the initial term, under the same terms and conditions by notifying the Lead Agency of such renewal, in writing, before the end of the term.

IX. TERMINATION OF LETTER OF UNDERSTANDING:

- A. A Member may terminate its participation upon 120 days written notice to all other Members, especially the Lead Agency.
- B. Should funding cease or be materially decreased, a Member may terminate its participation immediately upon the mailing of written notice to all other Members.
- C. Notwithstanding a Member's termination of further participation in this Agreement that Member may still receive cost recovery reimbursement as provided in section VII. E of this Letter of Understanding for costs incurred by the Member during the time in which the Member participated in this Letter of Understanding.
- D. This Letter of Understanding shall continue so long as there are two or more Members. Termination of any Member shall not affect the rights and responsibilities of any remaining Member. A Member who terminates its participation in this Letter of Understanding shall have no right to reimbursement of moneys contributed pursuant to Section IV. E of this Letter of Understanding. In the event that County of Shasta terminates its participation in this Letter of Understanding, the remaining Members shall, by amendment to this Letter of Understanding, designate a Member to act as Lead Agency.
- E. Should this Letter of Understanding be terminated by all Members, then all funds in the SCHMRT assigned account with the Lead Agency shall be distributed among the Members in proportion to their respective contributions after the Shasta County contracted third party audit is completed for that fiscal year.

X. ENTIRE AGREEMENT; MODIFICATION:

- A. When an agency desires to become a new Member to this SCHMRT Letter of Understanding, the Lead Agency will notify all existing Members in writing. Members will have 90 days to respond in writing to the Lead Agency with an affirmative or negative reply to the request. A new Member will be added with a simple majority of affirmative replies. For the purposes of adding a new Member, all Members authorize the Lead Agency to modify this Letter of Understanding to add the new Member. Once a new Membership is finalized, all Members will be provided contact information for the new Member and an update to Appendix A.
- B. This Letter of Understanding constitutes the entire understanding of the Members. With the exception of Section X.A., no changes, amendments, modification, or alterations shall be effective unless in writing and signed by all Members.

XI. EXECUTION IN COUNTERPARTS:

This Letter of Understanding may be executed in counterparts, each of which shall be deemed an original, all of which together shall constitute one and the same instrument.

XII. NOTICES:

Any notice required to be given pursuant to the terms and provisions of this Letter of Understanding shall be in writing and shall be sent first-class mail to the following addresses:

If to the County of Shasta:	Shasta County Fire Department Fire Warden 875 Cypress Ave. Redding, CA 96001
If to the County of Tehama:	Tehama County Sheriff Department 22840 Antelope Blvd P.O. Box 729 Red Bluff, CA 96080
If to the County of Siskiyou:	Siskiyou County County Administrative Officer P.O. Box 750 Yreka, CA 96097
If to the County of Trinity:	Trinity County County Administrative Officer P.O. Box 1613 Weaverville, CA 96093
If to the City of Anderson:	City of Anderson Attn: City Manager 1887 Howard Street Anderson, CA 96007
If to the City of Red Bluff:	City of Red Bluff Fire Department 555 Washington Street Red Bluff, CA 96080
If to the City of Corning:	Corning Fire Department 8145 5 th Street

	Corning CA 96021
If to the City of Redding:	City of Redding Fire Department 777 Cypress Avenue Redding, CA 96001
If to the County of Lassen:	Lassen County OES Attn: Eric Ewing 697-345 Hwy 36 Susanville CA 96130
If to the City of Shasta Lake:	City of Shasta Lake Attn: City Manager 1650 Stanton Dr. Shasta Lake, CA 96019
If to the Shasta-Tehama- Trinity Community College District:	Shasta-Tehama-Trinity Community College District Attn: Vice President of Administrative Services 11555 Old Oregon Trail PO Box 496006 Redding, CA 96049-6006
If to the County of Modoc:	County of Modoc County Administrative Officer 204 South Court Street Alturas, CA 96101
If to the California Highway Patrol:	CHP Northern Division 2485 Sonoma Street Redding CA 96001-3026
If to the Shasta Community Service District:	Shasta Fire Department P.O. Box 2520 Shasta CA 96087

APPENDIX A

(Adjusted for the 2010 Census)

Members shall contribute to operation of the SCHMRT in accordance with the following schedule:

The Members' contributions are a ten cents per capita charge based on population from the 2010 United States Census or \$1000 minimum, whichever is greater. Reevaluation of the fair share will occur with each new census report.

Lassen County	\$3490
Modoc County	\$1000
Shasta County	\$6717
City of Redding	\$8996
City of Anderson	\$1000
City of Shasta Lake	\$1016
Siskiyou County	\$4490
Tehama County	\$4172
City of Red Bluff	\$1407
City of Corning	\$1000
Trinity County	\$1379
Shasta- Tehama-Trinity Community College District	\$1000
California Highway Patrol	\$ 0*
Shasta Community Services District	\$1000.00

*The California Highway Patrol (CHP) is a stand-alone team needing no assistance from the SCHMRT Operations Director to operate.

IN WITNESS WHEREOF, City of Redding has executed this Letter of Understanding on the day and years set forth below:

CITY OF REDDING
A Municipal Corporation

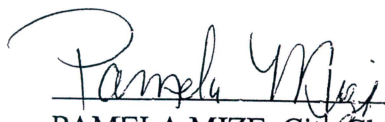
Dated: 02/09, 2018



GERRY GRAY, Fire Chief

ATTEST:

APPROVED AS TO FORM:
BARRY E. DEWALT
City Attorney



PAMELA MIZE, City Clerk



By:

REPORT TO SHASTA COUNTY WATER AGENCY

BOARD MEETING DATE: July 24, 2018

CATEGORY: Shasta County Water Agency Item - Consent-1.

SUBJECT:

Updated Subcontracts for Project Water

DEPARTMENT: Water Agency

Supervisory District No. : All

DEPARTMENT CONTACT: Pat Minturn, Chief Engineer, (530) 225-5661

STAFF REPORT APPROVED BY: Pat Minturn, Chief Engineer

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

RECOMMENDATION

Approve and authorize the Chairman to sign contracts to recover Central Valley Project operating and construction costs with Water Agency overhead for the period date of signing through February 28, 2045: (1) For Project Water with: (a) County Service Area (CSA) No. 6-Jones Valley Water; and (b) CSA No. 25-Keswick Water; and (2) For Replacement Water with: (a) CSA No. 3-Castella Water; (b) CSA No. 23-Crag View Water; (c) California Kamloops, Incorporated; and (d) French Gulch-Whiskeytown School District.

SUMMARY

Updated agreements are proposed for water supply subcontractors.

DISCUSSION

In 1967, the Water Agency and the U.S. Bureau of Reclamation (“Bureau”) entered into a water supply contract for Central Valley Project Water (Master Agreement). Subcontracts were executed with water purveyors and private citizens. In 2005, a new Master Agreement was concluded. The Fiscal Year 2015-2016 Grand Jury Report recommended new subcontracts to reflect the new Master Agreement. Contract quantities are as follows:

Subcontractor	Quantity (acre-feet)
CSA No. 03 – Castella	77
CSA No. 06 – Jones Valley ¹	206.6
CSA No. 23 – Crag View	119
CSA No. 25 – Keswick ¹	500
California Kamloops	5.25
French Gulch-Whiskeytown School District	6.4
City of Shasta Lake ²	50
Unallocated	57.75

Total Master Agreement Quantity	1,022
--	--------------

1-Keswick may transfer up to 100 AF to Jones Valley until February 28, 2045

2-Not renegotiated at this time pending direct assignment

ALTERNATIVES

The Board of Directors may direct staff to negotiate alternate terms with subcontractors.

OTHER AGENCY INVOLVEMENT

The subcontracts have been approved by the Bureau, California Kamloops and French Gulch-Whiskeytown School District. County Counsel has approved the contracts as to form. Risk Management has reviewed and approved the contracts. The recommendation has been reviewed by the County Administrative Office.

FINANCING

Sufficient resources were included in the Adopted FY 2018/19 Water Agency budget to administer the Master Agreement and subcontracts. There is no General Fund impact.

ATTACHMENTS:

Description	Upload Date	Description
CSA 3-Castella SCWA Contract	7/12/2018	CSA 3-Castella SCWA Contract
CSA 6-Jones Valley SCWA Contract	7/12/2018	CSA 6-Jones Valley SCWA Contract
CSA 23-Crag View SCWA Contract	7/12/2018	CSA 23-Crag View SCWA Contract
CSA 25-Keswick SCWA Contract	7/12/2018	CSA 25-Keswick SCWA Contract
CA Kamloops Inc. SCWA Contract	7/12/2018	CA Kamloops Inc. SCWA Contract
FG-Whiskeytown School SCWA Contract	7/12/2018	FG-Whiskeytown School SCWA Contract

**SHASTA COUNTY WATER AGENCY
Redding, California**

CONTRACT FOR REPLACEMENT WATER

This Contract, made the _____ day of _____, 2018, between the SHASTA COUNTY WATER AGENCY, ("Agency"), and the Shasta County Service Area No. 3 - Castella ("Contractor").

WITNESSETH, That:

WHEREAS, Agency entered into a contract with the United States of America entitled "Contract Between the United States of America and the Shasta County Water Agency Providing for Water Service," Contract No. 14-06-200-3367A, dated June 30, 1967, which contract permitted the diversion of Central Valley Project water from Shasta Lake, Keswick Reservoir, and Whiskeytown Lake ("Project Water") by Agency and its contractors under certain terms and conditions; and

WHEREAS, Agency and Contractor entered into an agreement entitled, "Contract for Replaced Water," dated January 15, 1980, for up to 77 acre feet of Replacement Water annually; and

WHEREAS, Agency entered into a contract with the United States of America entitled "Long Term Renewal Contract Between the United States of America and the Shasta County Water Agency Providing for Water Service from the Sacramento River, Shasta, and Trinity River Divisions," Contract No. 14-06-200-3367A-LTR1, dated May 27, 2005, hereinafter referred to as the "Master Agreement," which contract permits the diversion of Central Valley Project water from Shasta Lake, Keswick Reservoir, and Whiskeytown Lake ("Project Water") by Agency and its contractors under certain terms and conditions through February 28, 2045; and

WHEREAS, Agency has the power to enter into contracts with any public corporation, person, district, municipality, or political subdivision of the State for the purchase and sale of water; and

WHEREAS, Contractor has the power to enter into contracts with any public corporation, person, district,

municipality, or political subdivision of the State for the purchase and sale of water; and

WHEREAS, Contractor desires to divert Replacement Water from the Central Valley Project for municipal and industrial purposes from a point of diversion and within a place of use approved by the U.S. Bureau of Reclamation.

NOW, THEREFORE, IT IS AGREED:

1. The Master Agreement is hereby made a part of this Contract and the terms and conditions thereof and any determination or actions taken thereunder shall be binding upon the parties as if said Master Agreement were fully set out herein. Unless expressly stated or unless manifestly inconsistent with the context in which used, definitions contained in said Master Agreement shall apply in this Contract.
2. This Contract shall be effective on the date set forth above and shall remain in effect for the duration of the Master Agreement. Either party may terminate this Contract without cause on 30 days' written notice.
3. Contractor is entitled to divert water at such point of diversion as shown in Exhibit A, attached and incorporated herein, for use within the Contractor's service area. The quantity of water Contractor may divert shall not exceed 77 acre feet per year. If Contractor wishes to divert less than the maximum amount of water permitted under this Contract, it shall upon the execution of this Contract and for each subsequent calendar year submit by December 15th a schedule of diversion satisfactory to the Agency and approved by it for the water to be diverted during the following calendar year or portion thereof.
4. Contractor shall install, operate, and maintain, at its sole expense, measuring equipment satisfactory to Agency. In the event such equipment is found by Agency to be faulty or not operating properly, it shall be repaired or replaced by Contractor at its expense. In the event Contractor fails to make such repairs or replacement within a reasonable time, it may be done by Agency and the cost thereof shall be paid by Contractor to Agency within 60 days following

the date a statement of such cost is furnished to Contractor by Agency.

5. Contractor shall pay Agency all sums due under this Contract in accordance with the rates of water service established by Agency. These rates will be established to, as nearly as practicable, recover the actual costs incurred by Agency under the Master Agreement and the cost of administration involved. The rate currently established by Agency for Replacement Water is Sixty One Dollars and Forty Six Cents (\$61.46) per acre foot for water delivered. "Water under contract" shall mean the quantity of water Contractor is entitled to divert as shown in section 3. This rate shall remain in effect unless Contractor is notified of its revision under the schedule provided in Master Agreement Section 7(b). Payments shall be due within thirty days of billing each year for water diverted or contracted for during the previous water year, and shall be delinquent after 30 days. A penalty of 1 percent of the amount of delinquency shall be charged each month, or fraction thereof, of said delinquency. In the event Contractor diverts more water than is specified in the schedule submitted in accordance with Section 3 above, Agency shall deduct the amount from future allocations for that year until the annual quantity is equaled or exceeded and Contractor's right to divert suspended.
6. In accordance with Article 12 of the Master Agreement, there may occur shortages in the quantity of water available to Agency under said Master Agreement. Agency reserves the right to allocate available supply to all or some of its water users in such amounts as Agency in its sole discretion may determine, and no liability shall accrue to Agency or any of its officers or employees on the basis of said shortage or Agency's decision to reduce water allocation to Contractor or any other purchaser of Agency water. Such shortage shall not relieve Contractor of its obligation to make the payments required in this Contract.
7. In accordance with Article 12 of the Master Agreement, there may occur shortages in the quantity of water available to Agency under said Master Agreement. In order to ensure consistent supply to Contractor,

Agency reserves the right to enter into transfer agreements with other sources in such amounts as Agency in its sole discretion may determine, and no liability shall accrue to Agency or any of its officers or employees on the basis of said transferred water or Agency's decision to supply water to Contractor or any other purchaser of Agency water. Costs related to such transfer shall not relieve Contractor of its obligation to make the payments required in this Contract.

8. Agency makes no representations and assumes no responsibility with respect to the quality of water which is made available under this Contract.
9. Contractor shall be solely responsible for the control, distribution and disposal of water diverted under this Contract and holds Agency harmless from damage connected herewith.
10. Contractor shall defend, hold harmless and indemnify Agency, 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 Agency, expert fees, litigation costs, and investigation costs), damages, judgments or decrees by reason of any person's or persons' bodily injury, including death, or property (including property of Agency) being damaged by the negligent acts, willful acts, or errors or omissions of the Contractor or any person exercising the right to divert water on Contractor's behalf.
11. If Contractor is in default under this Contract Agency may refuse delivery of water and may terminate this Contract on 10 days written notice to Contractor. If Agency withholds termination in the event of default to afford Contractor an opportunity to cure its default, or for any other reason, Agency may nevertheless terminate this Contract at any later time unless the default is cured prior to the date of termination.
12. Contractor agrees that it will comply fully with all applicable laws, orders and regulations, including but not limited to, federal laws, orders and regulations,

and the laws of the State of California, all as administered by the appropriate authority, concerning the pollution of streams, reservoirs, or water courses, with respect to the discharge of refuse, garbage, sewage effluent, industrial waste, oil, mine tailings, or other pollutants.

13. Contractor agrees as follows:

- a. To comply with Title VI of the Civil Rights Act of July 2, 1964 (42 U.S.C. 2000d), Section 504 of the Rehabilitation Act of 1975 (P.L. 93-112, as amended), the Age Discrimination Act of 1975 (42 U.S.C. 6101, et seq.) and any other applicable civil rights laws, as well as with the respective implementing regulations and guidelines imposed by the U.S. Department of Interior and/or Bureau of Reclamation. These statutes require that no person in the United States shall, on the grounds of race, color, national origin, handicap, or age, be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination under any program receiving financial assistance from the Bureau of Reclamation. By executing this Contract, the Contractor agrees to immediately take any measures necessary to implement this obligation, including permitting officials of the United States to inspect premises, programs, and documents.
- b. To obligate its subcontractors, subgrantees, transferees, successors in interest, or any other participants, receiving federal financial assistance hereunder, to comply with the requirements of this provision.

14. During the performance of this Contract, the Contractor agrees as follows:

- a. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or

national origin. Such action shall include, but not be limited to, the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination, rates of payment or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Contracting Officer setting forth the provisions of this nondiscrimination clause.

- b. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without discrimination because of race, color, religion, sex, or national origin.
- c. The Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the Contracting Officer, advising the said labor union or workers' representative of the Contractor's commitments under Section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- d. The Contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, as amended, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- e. The Contractor will furnish all information and reports required by said amended Executive Order and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the Contracting Officer and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

- f. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this Contract or with any of the said rules, regulations, or orders, this Contract may be canceled, terminated, or suspended, in whole or in part, and the Contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in said amended Executive Order, and such other sanctions may be imposed and remedies invoked as provided in said Executive Order, and such other sanctions may be imposed and remedies invoked as provided in said Executive Order, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
 - g. The Contractor will include the provisions of sections (a) through (g) in every subcontract or purchase order unless exempted by the rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of said amended Executive Order, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.
- 15. Contractor shall not transfer or assign its rights under this Contract without the written consent of the Agency.
- 16. This agreement supersedes all previous agreements relating to the subject of this agreement and constitutes the entire understanding of the parties hereto.

17. Any Notices required to be given pursuant to the terms and provisions of this Contract shall be in writing and shall be sent first-class mail to the following addresses:

If to Agency: Shasta County Water Agency
Attn: Chief Engineer
1855 Placer Street
Redding CA 96001

If to Contractor: County Service Area No. 3 - Castella
Department of Public Works
Attn: Director
1855 Placer Street
Redding CA 96001

IN WITNESS WHEREOF, Agency and Contractor have executed this agreement on the day and year set forth below.

SHASTA COUNTY WATER AGENCY

Date: _____

LES BAUGH, CHAIRMAN
Board of Directors
Water Agency
County of Shasta
State of California

ATTEST:

LAWRENCE G. LEES
Clerk of the Board
Shasta County Water Agency

By: _____
Deputy

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

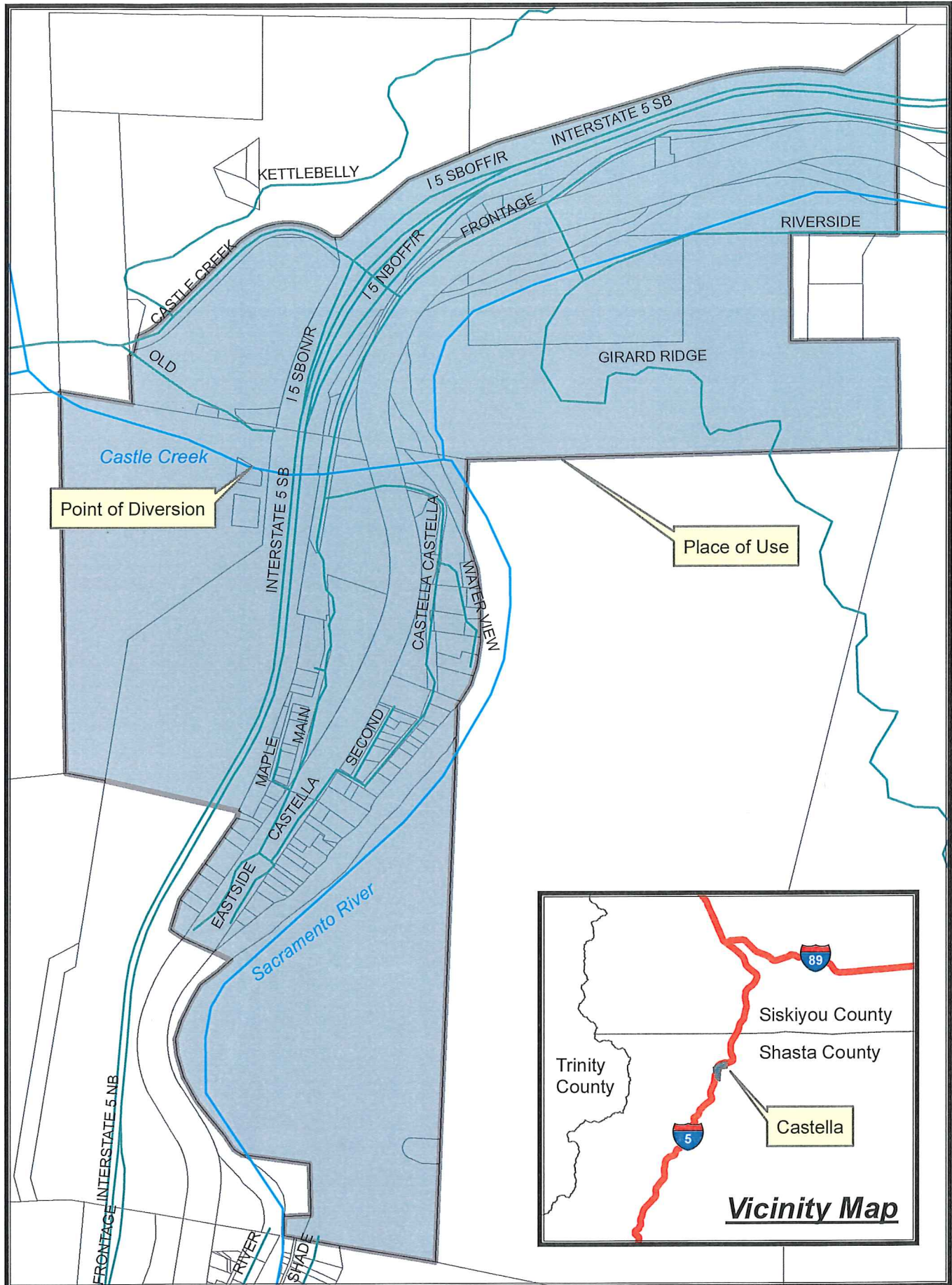

RISK MANAGEMENT APPROVAL
BY: _____

07/12/2018

APPROVED AS TO FORM:


DAVID M. YORTON, JR.
Senior Deputy County Counsel

CSA 3 - Castella



**SHASTA COUNTY WATER AGENCY
Redding, California**

CONTRACT FOR PROJECT WATER

This Contract, made the _____ day of _____, 2018, between the SHASTA COUNTY WATER AGENCY, ("Agency"), and the Shasta County Service Area No. 6 - Jones Valley ("Contractor").

WITNESSETH, That:

WHEREAS, Agency entered into a contract with the United States of America entitled "Contract Between the United States of America and the Shasta County Water Agency Providing for Water Service," Contract No. 14-06-200-3367A, dated June 30, 1967, which contract permitted the diversion of Central Valley Project water from Shasta Lake, Keswick Reservoir, and Whiskeytown Lake ("Project Water") by Agency and its contractors under certain terms and conditions; and

WHEREAS, Agency and Contractor entered into an agreement entitled, "Agreement for the Sale of Water Between Shasta County Water Agency and County Service Area No. 6 - Jones Valley," dated March 3, 1998, for up to 190 acre feet of Project Water annually; and

WHEREAS, Agency and Silverthorn Summer Homes entered into an agreement entitled, "Contract for Project Water PW-2" dated June 2, 1981, for up to 15 acre feet of Project Water annually delivered through Contractor's distribution system; and

WHEREAS, Agency entered into a contract with the United States of America entitled "Long Term Renewal Contract Between the United States of America and the Shasta County Water Agency Providing for Water Service from the Sacramento River, Shasta, and Trinity River Divisions," Contract No. 14-06-200-3367A-LTR1, dated May 27, 2005, hereinafter referred to as the "Master Agreement," which contract permits the diversion of Central Valley Project water from Shasta Lake, Keswick Reservoir, and Whiskeytown Lake ("Project Water") by Agency and its contractors under certain terms and conditions through February 28, 2045; and

WHEREAS, on March 7, 2006, an additional 1.6 acre feet of Project Water was provided through February 28, 2045, to allow annexation of two parcels to Contractor's service area; and

WHEREAS, on March 11, 2008, a 100 acre foot transfer agreement through February 28, 2045, was adopted between Contractor and County Service Area No. 25 - Keswick with Agency acting as wholesale supplier; and

WHEREAS, Agency has the power to enter into contracts with any public corporation, person, district, municipality, or political subdivision of the State for the purchase and sale of water; and

WHEREAS, Contractor has the power to enter into contracts with any public corporation, person, district, municipality, or political subdivision of the State for the purchase and sale of water; and

WHEREAS, Contractor desires to divert Project Water from the Central Valley Project for municipal and industrial purposes from a point of diversion and within a place of use approved by the U.S. Bureau of Reclamation.

NOW, THEREFORE, IT IS AGREED:

1. The Master Agreement is hereby made a part of this Contract and the terms and conditions thereof and any determination or actions taken thereunder shall be binding upon the parties as if said Master Agreement were fully set out herein. Unless expressly stated or unless manifestly inconsistent with the context in which used, definitions contained in said Master Agreement shall apply in this Contract.
2. This Contract shall be effective on the date set forth above and shall remain in effect for the duration of the Master Agreement. Either party may terminate this Contract without cause on 30 days' written notice.
3. Contractor is entitled to divert water at such point of diversion as shown in Exhibit A, attached and incorporated herein, for use within the Contractor's service area. The quantity of water Contractor may divert shall not exceed 306.6 acre feet per year. If Contractor wishes to divert less than the maximum

amount of water permitted under this Contract, it shall upon the execution of this Contract and for each subsequent calendar year submit by December 15th a schedule of diversion satisfactory to the Agency and approved by it for the water to be diverted during the following calendar year or portion thereof.

4. Contractor shall install, operate, and maintain, at its sole expense, measuring equipment satisfactory to Agency. In the event such equipment is found by Agency to be faulty or not operating properly, it shall be repaired or replaced by Contractor at its expense. In the event Contractor fails to make such repairs or replacement within a reasonable time, it may be done by Agency and the cost thereof shall be paid by Contractor to Agency within 60 days following the date a statement of such cost is furnished to Contractor by Agency.
5. Contractor shall pay Agency all sums due under this Contract in accordance with the rates of water service established by Agency. These rates will be established to, as nearly as practicable, recover the actual costs incurred by Agency under the Master Agreement and the cost of administration involved. The rate currently established by Agency for Project Water is Sixty One Dollars and Forty Six Cents (\$61.46) per acre foot for water delivered. "Water under contract" shall mean the quantity of water Contractor is entitled to divert as shown in section 3. This rate shall remain in effect unless Contractor is notified of its revision under the schedule provided in Master Agreement Section 7(b). Payments shall be due within thirty days of billing each year for water diverted or contracted for during the previous water year, and shall be delinquent after 30 days. A penalty of 1 percent of the amount of delinquency shall be charged each month, or fraction thereof, of said delinquency. In the event Contractor diverts more water than is specified in the schedule submitted in accordance with Section 3 above, Agency shall deduct the amount from future allocations for that year until the annual quantity is equaled or exceeded and Contractor's right to divert suspended.
6. In accordance with Article 12 of the Master Agreement, there may occur shortages in the quantity of water

available to Agency under said Master Agreement. Agency reserves the right to allocate available supply to all or some of its water users in such amounts as Agency in its sole discretion may determine, and no liability shall accrue to Agency or any of its officers or employees on the basis of said shortage or Agency's decision to reduce water allocation to Contractor or any other purchaser of Agency water. Such shortage shall not relieve Contractor of its obligation to make the payments required in this Contract.

7. In accordance with Article 12 of the Master Agreement, there may occur shortages in the quantity of water available to Agency under said Master Agreement. In order to ensure consistent supply to Contractor, Agency reserves the right to enter into transfer agreements with other sources in such amounts as Agency in its sole discretion may determine, and no liability shall accrue to Agency or any of its officers or employees on the basis of said transferred water or Agency's decision to supply water to Contractor or any other purchaser of Agency water. Costs related to such transfer shall not relieve Contractor of its obligation to make the payments required in this Contract.
8. Agency makes no representations and assumes no responsibility with respect to the quality of water which is made available under this Contract.
9. Contractor shall be solely responsible for the control, distribution and disposal of water diverted under this Contract and holds Agency harmless from damage connected herewith.
10. Contractor shall defend, hold harmless and indemnify Agency, 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 Agency, expert fees, litigation costs, and investigation costs), damages, judgments or decrees by reason of any person's or persons' bodily injury, including death, or property (including property of Agency) being damaged by the negligent acts, willful acts, or errors or omissions of the

Contractor or any person exercising the right to divert water on Contractor's behalf.

11. If Contractor is in default under this Contract Agency may refuse delivery of water and may terminate this Contract on 10 days written notice to Contractor. If Agency withholds termination in the event of default to afford Contractor an opportunity to cure its default, or for any other reason, Agency may nevertheless terminate this Contract at any later time unless the default is cured prior to the date of termination.
12. Contractor agrees that it will comply fully with all applicable laws, orders and regulations, including but not limited to, federal laws, orders and regulations, and the laws of the State of California, all as administered by the appropriate authority, concerning the pollution of streams, reservoirs, or water courses, with respect to the discharge of refuse, garbage, sewage effluent, industrial waste, oil, mine tailings, or other pollutants.
13. Contractor agrees as follows:
 - a. To comply with Title VI of the Civil Rights Act of July 2, 1964 (42 U.S.C. 2000d), Section 504 of the Rehabilitation Act of 1975 (P.L. 93-112, as amended), the Age Discrimination Act of 1975 (42 U.S.C. 6101, et seq.) and any other applicable civil rights laws, as well as with the respective implementing regulations and guidelines imposed by the U.S. Department of Interior and/or Bureau of Reclamation. These statutes require that no person in the United States shall, on the grounds of race, color, national origin, handicap, or age, be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination under any program receiving financial assistance from the Bureau of Reclamation. By executing this Contract, the Contractor agrees to immediately take any measures necessary to implement this obligation, including permitting officials of the United States to inspect premises, programs, and documents.

- b. To obligate its subcontractors, subgrantees, transferees, successors in interest, or any other participants, receiving federal financial assistance hereunder, to comply with the requirements of this provision.
- 14. During the performance of this Contract, the Contractor agrees as follows:
 - a. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination, rates of payment or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Contracting Officer setting forth the provisions of this nondiscrimination clause.
 - b. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without discrimination because of race, color, religion, sex, or national origin.
 - c. The Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the Contracting Officer, advising the said labor union or workers' representative of the Contractor's commitments under Section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

- d. The Contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, as amended, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- e. The Contractor will furnish all information and reports required by said amended Executive Order and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the Contracting Officer and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- f. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this Contract or with any of the said rules, regulations, or orders, this Contract may be canceled, terminated, or suspended, in whole or in part, and the Contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in said amended Executive Order, and such other sanctions may be imposed and remedies invoked as provided in said Executive Order, and such other sanctions may be imposed and remedies invoked as provided in said Executive Order, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- g. The Contractor will include the provisions of sections (a) through (g) in every subcontract or purchase order unless exempted by the rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of said amended Executive Order, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the Contractor may request the United

States to enter into such litigation to protect the interests of the United States.

15. Contractor shall not transfer or assign its rights under this Contract without the written consent of the Agency.
16. This agreement supersedes all previous agreements relating to the subject of this agreement and constitutes the entire understanding of the parties hereto.
17. Any Notices required to be given pursuant to the terms and provisions of this Contract shall be in writing and shall be sent first-class mail to the following addresses:

If to Agency: Shasta County Water Agency
Attn: Chief Engineer
1855 Placer Street
Redding CA 96001

If to Contractor: County Service Area No. 6 - Jones
Valley
Department of Public Works
Attn: Director
1855 Placer Street
Redding CA 96001

IN WITNESS WHEREOF, Agency and Contractor have executed this agreement on the day and year set forth below.

SHASTA COUNTY WATER AGENCY

Date: _____

LES BAUGH, CHAIRMAN
Board of Directors
Water Agency
County of Shasta
State of California

ATTEST:

LAWRENCE G. LEES
Clerk of the Board
Shasta County Water Agency

By: _____
Deputy

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

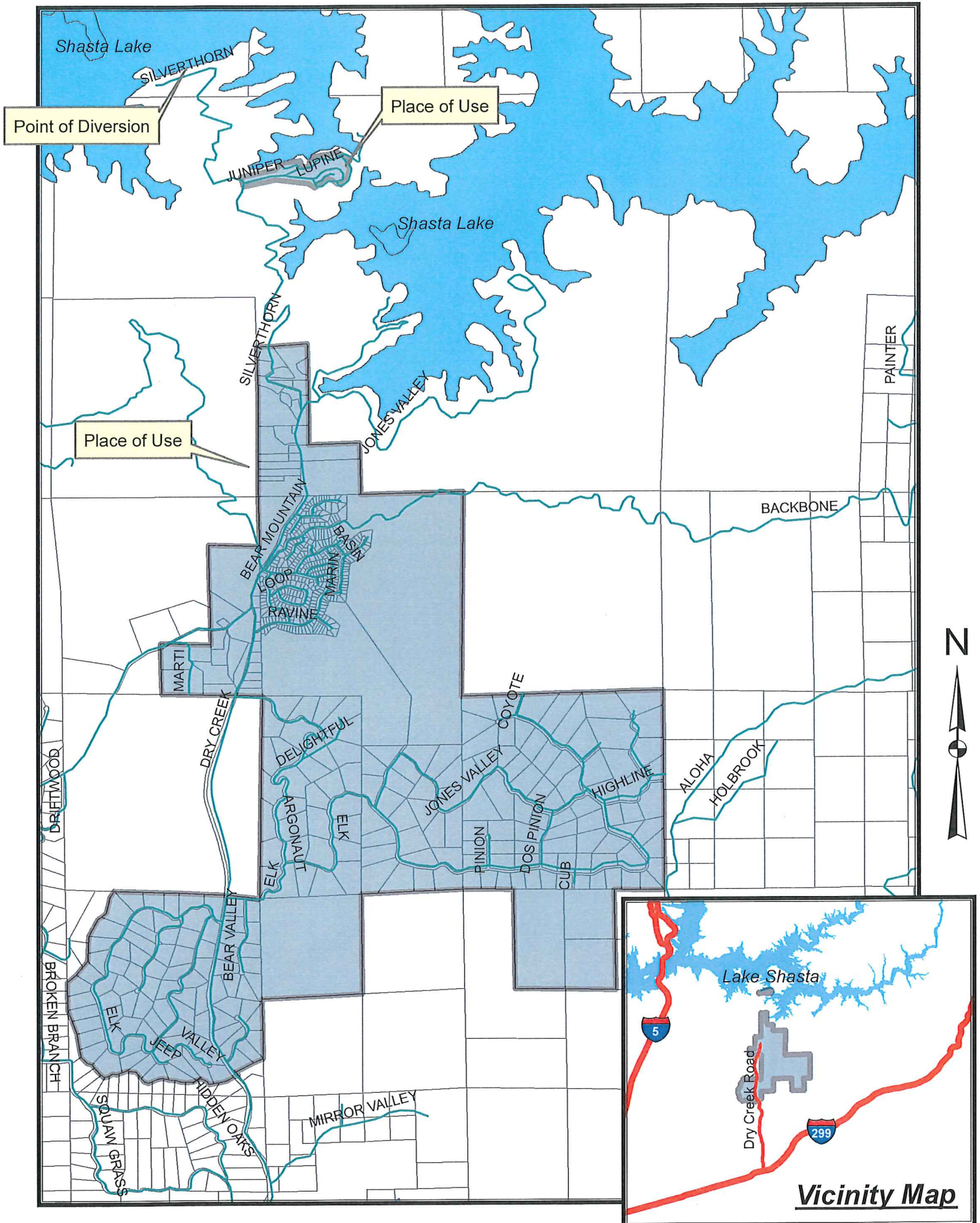
RISK MANAGEMENT APPROVAL
BY:  07/12/2018

APPROVED AS TO FORM:


DAVID M. YORTON, JR.
Senior Deputy County Counsel

Exhibit A

CSA 6 - Jones Valley



**SHASTA COUNTY WATER AGENCY
Redding, California**

CONTRACT FOR REPLACEMENT WATER

This Contract, made the _____ day of _____, 2018, between the SHASTA COUNTY WATER AGENCY, ("Agency"), and the Shasta County Service Area No. 23 - Crag View ("Contractor").

WITNESSETH, That:

WHEREAS, Agency entered into a contract with the United States of America entitled "Contract Between the United States of America and the Shasta County Water Agency Providing for Water Service," Contract No. 14-06-200-3367A, dated June 30, 1967, which contract permitted the diversion of Central Valley Project water from Shasta Lake, Keswick Reservoir, and Whiskeytown Lake ("Project Water") by Agency and its contractors under certain terms and conditions; and

WHEREAS, Agency and Crag View Community Services District entered into an agreement entitled, "Contract for Replaced Water," dated January 15, 1973, for up to 119 acre feet of Replacement Water annually; and

WHEREAS, on July 7, 1992, Crag View Community Services District was dissolved and its operation was assumed by the County of Shasta as County Service Area No. 23 - Crag View; and

WHEREAS, Agency entered into a contract with the United States of America entitled "Long Term Renewal Contract Between the United States of America and the Shasta County Water Agency Providing for Water Service from the Sacramento River, Shasta, and Trinity River Divisions," Contract No. 14-06-200-3367A-LTR1, dated May 27, 2005, hereinafter referred to as the "Master Agreement," which contract permits the diversion of Central Valley Project water from Shasta Lake, Keswick Reservoir, and Whiskeytown Lake ("Project Water") by Agency and its contractors under certain terms and conditions through February 28, 2045; and

WHEREAS, Agency has the power to enter into contracts with any public corporation, person, district, municipality, or

political subdivision of the State for the purchase and sale of water; and

WHEREAS, Contractor has the power to enter into contracts with any public corporation, person, district, municipality, or political subdivision of the State for the purchase and sale of water; and

WHEREAS, Contractor desires to divert Replacement Water from the Central Valley Project for municipal and industrial purposes from a point of diversion and within a place of use approved by the U.S. Bureau of Reclamation.

NOW, THEREFORE, IT IS AGREED:

1. The Master Agreement is hereby made a part of this Contract and the terms and conditions thereof and any determination or actions taken thereunder shall be binding upon the parties as if said Master Agreement were fully set out herein. Unless expressly stated or unless manifestly inconsistent with the context in which used, definitions contained in said Master Agreement shall apply in this Contract.
2. This Contract shall be effective on the date set forth above and shall remain in effect for the duration of the Master Agreement. Either party may terminate this Contract without cause on 30 days' written notice.
3. Contractor is entitled to divert water at such point of diversion as shown in Exhibit A, attached and incorporated herein, for use within the Contractor's service area. The quantity of water Contractor may divert shall not exceed 119 acre feet per year. If Contractor wishes to divert less than the maximum amount of water permitted under this Contract, it shall upon the execution of this Contract and for each subsequent calendar year submit by December 15th a schedule of diversion satisfactory to the Agency and approved by it for the water to be diverted during the following calendar year or portion thereof.
4. Contractor shall install, operate, and maintain, at its sole expense, measuring equipment satisfactory to Agency. In the event such equipment is found by Agency to be faulty or not operating properly, it shall be repaired or replaced by Contractor at its

expense. In the event Contractor fails to make such repairs or replacement within a reasonable time, it may be done by Agency and the cost thereof shall be paid by Contractor to Agency within 60 days following the date a statement of such cost is furnished to Contractor by Agency.

5. Contractor shall pay Agency all sums due under this Contract in accordance with the rates of water service established by Agency. These rates will be established to, as nearly as practicable, recover the actual costs incurred by Agency under the Master Agreement and the cost of administration involved. The rate currently established by Agency for Replacement Water is Sixty One Dollars and Forty Six Cents (\$61.46) per acre foot for water delivered. "Water under contract" shall mean the quantity of water Contractor is entitled to divert as shown in section 3. This rate shall remain in effect unless Contractor is notified of its revision under the schedule provided in Master Agreement Section 7(b). Payments shall be due within thirty days of billing each year for water diverted or contracted for during the previous water year, and shall be delinquent after 30 days. A penalty of 1 percent of the amount of delinquency shall be charged each month, or fraction thereof, of said delinquency. In the event Contractor diverts more water than is specified in the schedule submitted in accordance with Section 3 above, Agency shall deduct the amount from future allocations for that year until the annual quantity is equalled or exceeded and Contractor's right to divert suspended.
6. In accordance with Article 12 of the Master Agreement, there may occur shortages in the quantity of water available to Agency under said Master Agreement. Agency reserves the right to allocate available supply to all or some of its water users in such amounts as Agency in its sole discretion may determine, and no liability shall accrue to Agency or any of its officers or employees on the basis of said shortage or Agency's decision to reduce water allocation to Contractor or any other purchaser of Agency water. Such shortage shall not relieve Contractor of its obligation to make the payments required in this Contract.

7. In accordance with Article 12 of the Master Agreement, there may occur shortages in the quantity of water available to Agency under said Master Agreement. In order to ensure consistent supply to Contractor, Agency reserves the right to enter into transfer agreements with other sources in such amounts as Agency in its sole discretion may determine, and no liability shall accrue to Agency or any of its officers or employees on the basis of said transferred water or Agency's decision to supply water to Contractor or any other purchaser of Agency water. Costs related to such transfer shall not relieve Contractor of its obligation to make the payments required in this Contract.
8. Agency makes no representations and assumes no responsibility with respect to the quality of water which is made available under this Contract.
9. Contractor shall be solely responsible for the control, distribution and disposal of water diverted under this Contract and holds Agency harmless from damage connected herewith.
10. Contractor shall defend, hold harmless and indemnify Agency, 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 Agency, expert fees, litigation costs, and investigation costs), damages, judgments or decrees by reason of any person's or persons' bodily injury, including death, or property (including property of Agency) being damaged by the negligent acts, willful acts, or errors or omissions of the Contractor or any person exercising the right to divert water on Contractor's behalf.
11. If Contractor is in default under this Contract Agency may refuse delivery of water and may terminate this Contract on 10 days written notice to Contractor. If Agency withholds termination in the event of default to afford Contractor an opportunity to cure its default, or for any other reason, Agency may nevertheless terminate this Contract at any later time unless the default is cured prior to the date of termination.

12. Contractor agrees that it will comply fully with all applicable laws, orders and regulations, including but not limited to, federal laws, orders and regulations, and the laws of the State of California, all as administered by the appropriate authority, concerning the pollution of streams, reservoirs, or water courses, with respect to the discharge of refuse, garbage, sewage effluent, industrial waste, oil, mine tailings, or other pollutants.

13. Contractor agrees as follows:

a. To comply with Title VI of the Civil Rights Act of July 2, 1964 (42 U.S.C. 2000d), Section 504 of the Rehabilitation Act of 1975 (P.L. 93-112, as amended), the Age Discrimination Act of 1975 (42 U.S.C. 6101, et seq.) and any other applicable civil rights laws, as well as with the respective implementing regulations and guidelines imposed by the U.S. Department of Interior and/or Bureau of Reclamation. These statutes require that no person in the United States shall, on the grounds of race, color, national origin, handicap, or age, be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination under any program receiving financial assistance from the Bureau of Reclamation. By executing this Contract, the Contractor agrees to immediately take any measures necessary to implement this obligation, including permitting officials of the United States to inspect premises, programs, and documents.

b. To obligate its subcontractors, subgrantees, transferees, successors in interest, or any other participants, receiving federal financial assistance hereunder, to comply with the requirements of this provision.

14. During the performance of this Contract, the Contractor agrees as follows:

a. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin.

The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination, rates of payment or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Contracting Officer setting forth the provisions of this nondiscrimination clause.

- b. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without discrimination because of race, color, religion, sex, or national origin.
- c. The Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the Contracting Officer, advising the said labor union or workers' representative of the Contractor's commitments under Section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- d. The Contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, as amended, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- e. The Contractor will furnish all information and reports required by said amended Executive Order and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the Contracting Officer and the Secretary of Labor for purposes of investigation to ascertain

compliance with such rules, regulations, and orders.

- f. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this Contract or with any of the said rules, regulations, or orders, this Contract may be canceled, terminated, or suspended, in whole or in part, and the Contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in said amended Executive Order, and such other sanctions may be imposed and remedies invoked as provided in said Executive Order, and such other sanctions may be imposed and remedies invoked as provided in said Executive Order, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
 - g. The Contractor will include the provisions of sections (a) through (g) in every subcontract or purchase order unless exempted by the rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of said amended Executive Order, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.
- 15. Contractor shall not transfer or assign its rights under this Contract without the written consent of the Agency.
 - 16. This agreement supersedes all previous agreements relating to the subject of this agreement and constitutes the entire understanding of the parties hereto.

17. Any Notices required to be given pursuant to the terms and provisions of this Contract shall be in writing and shall be sent first-class mail to the following addresses:

If to Agency: Shasta County Water Agency
Attn: Chief Engineer
1855 Placer Street
Redding CA 96001

If to Contractor: County Service Area No. 23 - Crag
View
Department of Public Works
Attn: Director
1855 Placer Street
Redding CA 96001

IN WITNESS WHEREOF, Agency and Contractor have executed this agreement on the day and year set forth below.

SHASTA COUNTY WATER AGENCY

Date: _____

LES BAUGH, CHAIRMAN
Board of Directors
Water Agency
County of Shasta
State of California

ATTEST:

LAWRENCE G. LEES
Clerk of the Board
Shasta County Water Agency

By: _____
Deputy

COUNTY OF SHASTA

Date: _____

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

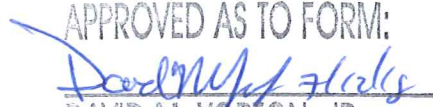
ATTEST:

LAWRENCE G. LEES
Clerk of the Board of Supervisors

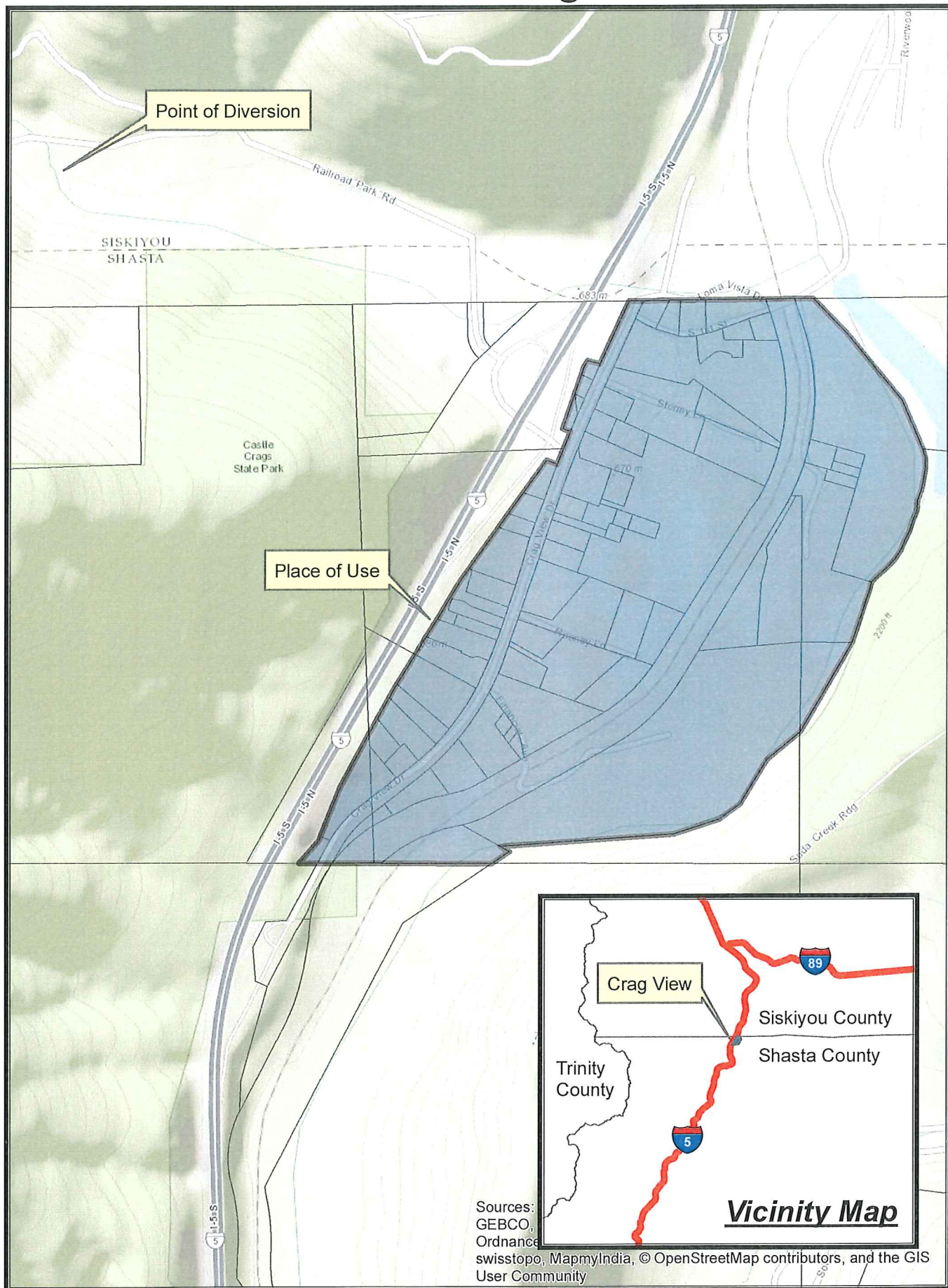
By: _____
Deputy

RISK MANAGEMENT APPROVAL
BY:  01/12/2018

APPROVED AS TO FORM:


DAVID M. YORTON, JR.
Senior Deputy County Counsel

CSA 23 - Crag View



**SHASTA COUNTY WATER AGENCY
Redding, California**

CONTRACT FOR PROJECT WATER

This Contract, made the ____ day of _____, 2018, between the SHASTA COUNTY WATER AGENCY, ("Agency"), and Shasta County Service Area No. 25 - Keswick ("Contractor").

WITNESSETH, That:

WHEREAS, Keswick Community Services District entered into a contract with the United States of America entitled "Contract Between the United States of America and the Keswick Community Services District Providing for Water Service," Contract No. 14-06-200-1307A, dated September 16, 1964, which contract permitted the diversion of Central Valley Project water from Whiskeytown Lake for 500 acre feet of Project Water under certain terms and conditions; and

WHEREAS, Agency entered into a contract with the United States of America entitled "Contract Between the United States of America and the Shasta County Water Agency Providing for Water Service," Contract No. 14-06-200-3367A, dated June 30, 1967, which contract permitted the diversion of Central Valley Project water from Shasta Lake, Keswick Reservoir, and Whiskeytown Lake ("Project Water") by Agency and its contractors under certain terms and conditions; and

WHEREAS, the County of Shasta assumed Contract No. 14-06-200-1307A from Keswick Community Services District February 19, 1991; and

WHEREAS, on March 1, 2005, the County of Shasta entered into a contract with the United States of America Contract No. 14-06-200-1307A-LTR1 which contract permitted the diversion of Central Valley Project water from Whiskeytown Lake for 500 acre feet of Project Water under certain terms and conditions; and

WHEREAS, Agency entered into a contract with the United States of America entitled "Long Term Renewal Contract Between the United States of America and the Shasta County Water Agency Providing for Water Service from the

Sacramento River, Shasta, and Trinity River Divisions," Contract No. 14-06-200-3367A-LTR1, dated May 27, 2005, hereinafter referred to as the "Master Agreement," which contract permits the diversion of Central Valley Project water from Shasta Lake, Keswick Reservoir, and Whiskeytown Lake ("Project Water") by Agency and its contractors under certain terms and conditions through February 28, 2045; and

WHEREAS, Contract No. 14-06-200-3367A-LTR1 completed assignment of Contract No. 14-06-200-1307A-LTR1 to Agency; and

WHEREAS, Agency has the power to enter into contracts with any public corporation, person, district, municipality, or political subdivision of the State for the purchase and sale of water; and

WHEREAS, Contractor has the power to enter into contracts with any public corporation, person, district, municipality, or political subdivision of the State for the purchase and sale of water; and

WHEREAS, Contractor desires to divert Project Water from the Central Valley Project for municipal and industrial purposes from a point of diversion and within a place of use approved by the U.S. Bureau of Reclamation.

NOW, THEREFORE, IT IS AGREED:

1. The Master Agreement is hereby made a part of this Contract and the terms and conditions thereof and any determination or actions taken thereunder shall be binding upon the parties as if said Master Agreement were fully set out herein. Unless expressly stated or unless manifestly inconsistent with the context in which used, definitions contained in said Master Agreement shall apply in this Contract.
2. This Contract shall be effective on the date set forth above and shall remain in effect for the duration of the Master Agreement. Either party may terminate this Contract without cause on 30 days' written notice.
3. Contractor is entitled to divert water at the point of diversion and for use within the Contractor's service area as shown on Exhibit A, attached and incorporated herein. The quantity of water Contractor may divert

shall not exceed 500 acre feet per year. If Contractor wishes to divert less than the maximum amount of water permitted under this Contract, it shall upon the execution of this Contract and for each subsequent calendar year submit by December 15th a schedule of diversion satisfactory to the Agency and approved by it for the water to be diverted during the following calendar year or portion thereof.

4. Contractor shall install, operate, and maintain, at its sole expense, measuring equipment satisfactory to Agency. In the event such equipment is found by Agency to be faulty or not operating properly, it shall be repaired or replaced by Contractor at its expense. In the event Contractor fails to make such repairs or replacement within a reasonable time, it may be done by Agency and the cost thereof shall be paid by Contractor to Agency within 60 days following the date a statement of such cost is furnished to Contractor by Agency.
5. Contractor shall pay Agency all sums due under this Contract in accordance with the rates of water service established by Agency. These rates will be established to, as nearly as practicable, recover the actual costs incurred by Agency under the Master Agreement and the cost of administration involved. The rate currently established by Agency for Project Water is Sixty One Dollars and Four Cents (\$61.04) per acre foot for water delivered. "Water under contract" shall mean the quantity of water Contractor is entitled to divert as shown in section 3. This rate shall remain in effect unless Contractor is notified of its revision under the schedule provided in Master Agreement Section 7(b). Payments shall be due within thirty days of billing each year for water diverted or contracted for during the previous water year, and shall be delinquent after 30 days. A penalty of 1 percent of the amount of delinquency shall be charged each month, or fraction thereof, of said delinquency. In the event Contractor diverts more water than is specified in the schedule submitted in accordance with Section 3 above, Agency shall deduct the amount from future allocations for that year until the annual quantity is equaled or exceeded and Contractor's right to divert suspended.

6. In accordance with Article 12 of the Master Agreement, there may occur shortages in the quantity of water available to Agency under said Master Agreement. Agency reserves the right to allocate available supply to all or some of its water users in such amounts as Agency in its sole discretion may determine, and no liability shall accrue to Agency or any of its officers or employees on the basis of said shortage or Agency's decision to reduce water allocation to Contractor or any other purchaser of Agency water. Such shortage shall not relieve Contractor of its obligation to make the payments required in this Contract.
7. In accordance with Article 12 of the Master Agreement, there may occur shortages in the quantity of water available to Agency under said Master Agreement. In order to ensure consistent supply to Contractor, Agency reserves the right to enter into transfer agreements with other sources in such amounts as Agency in its sole discretion may determine, and no liability shall accrue to Agency or any of its officers or employees on the basis of said transferred water or Agency's decision to supply water to Contractor or any other purchaser of Agency water. Costs related to such transfer shall not relieve Contractor of its obligation to make the payments required in this Contract.
8. Agency makes no representations and assumes no responsibility with respect to the quality of water which is made available under this Contract.
9. Contractor shall be solely responsible for the control, distribution and disposal of water diverted under this Contract and holds Agency harmless from damage connected herewith.
10. Contractor shall defend, hold harmless and indemnify Agency, 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 Agency, expert fees, litigation costs, and investigation costs), damages, judgments or decrees by reason of any person's or persons' bodily injury, including death, or property (including

property of Agency) being damaged by the negligent acts, willful acts, or errors or omissions of the Contractor or any person exercising the right to divert water on Contractor's behalf.

11. If Contractor is in default under this Contract Agency may refuse delivery of water and may terminate this Contract on 10 days written notice to Contractor. If Agency withholds termination in the event of default to afford Contractor an opportunity to cure its default, or for any other reason, Agency may nevertheless terminate this Contract at any later time unless the default is cured prior to the date of termination.
12. Contractor agrees that it will comply fully with all applicable laws, orders and regulations, including but not limited to, federal laws, orders and regulations, and the laws of the State of California, all as administered by the appropriate authority, concerning the pollution of streams, reservoirs, or water courses, with respect to the discharge of refuse, garbage, sewage effluent, industrial waste, oil, mine tailings, or other pollutants.
13. Contractor agrees as follows:
 - a. To comply with Title VI of the Civil Rights Act of July 2, 1964 (42 U.S.C. 2000d), Section 504 of the Rehabilitation Act of 1975 (P.L. 93-112, as amended), the Age Discrimination Act of 1975 (42 U.S.C. 6101, et seq.) and any other applicable civil rights laws, as well as with the respective implementing regulations and guidelines imposed by the U.S. Department of Interior and/or Bureau of Reclamation. These statutes require that no person in the United States shall, on the grounds of race, color, national origin, handicap, or age, be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination under any program receiving financial assistance from the Bureau of Reclamation. By executing this Contract, the Contractor agrees to immediately take any measures necessary to implement this obligation, including permitting officials of the United

States to inspect premises, programs, and documents.

- b. To obligate its subcontractors, subgrantees, transferees, successors in interest, or any other participants, receiving federal financial assistance hereunder, to comply with the requirements of this provision.

14. During the performance of this Contract, the Contractor agrees as follows:

- a. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination, rates of payment or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Contracting Officer setting forth the provisions of this nondiscrimination clause.
- b. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without discrimination because of race, color, religion, sex, or national origin.
- c. The Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the Contracting Officer, advising the said labor union or workers' representative of the Contractor's commitments under Section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous

places available to employees and applicants for employment.

- d. The Contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, as amended, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- e. The Contractor will furnish all information and reports required by said amended Executive Order and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the Contracting Officer and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- f. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this Contract or with any of the said rules, regulations, or orders, this Contract may be canceled, terminated, or suspended, in whole or in part, and the Contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in said amended Executive Order, and such other sanctions may be imposed and remedies invoked as provided in said Executive Order, and such other sanctions may be imposed and remedies invoked as provided in said Executive Order, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- g. The Contractor will include the provisions of sections (a) through (g) in every subcontract or purchase order unless exempted by the rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of said amended Executive Order, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event the Contractor becomes involved in, or

is threatened with, litigation with a subcontractor or vendor as a result of such direction, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

15. Contractor shall not transfer or assign its rights under this Contract without the written consent of the Agency.
16. This agreement supersedes all previous agreements relating to the subject of this agreement and constitutes the entire understanding of the parties hereto.
17. Any Notices required to be given pursuant to the terms and provisions of this Contract shall be in writing and shall be sent first-class mail to the following addresses:

If to Agency: Shasta County Water Agency
Attn: Chief Engineer
1855 Placer Street
Redding CA 96001

If to Contractor: County Service Area No. 25 - Keswick
Department of Public Works
Attn: Director
1855 Placer Street
Redding CA 96001

IN WITNESS WHEREOF, Agency and Contractor have executed this agreement on the day and year set forth below.

SHASTA COUNTY WATER AGENCY

Date: _____

LES BAUGH, CHAIRMAN
Board of Directors
Water Agency
County of Shasta
State of California

ATTEST:

LAWRENCE G. LEES
Clerk of the Board
Shasta County Water Agency

By: _____
Deputy

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

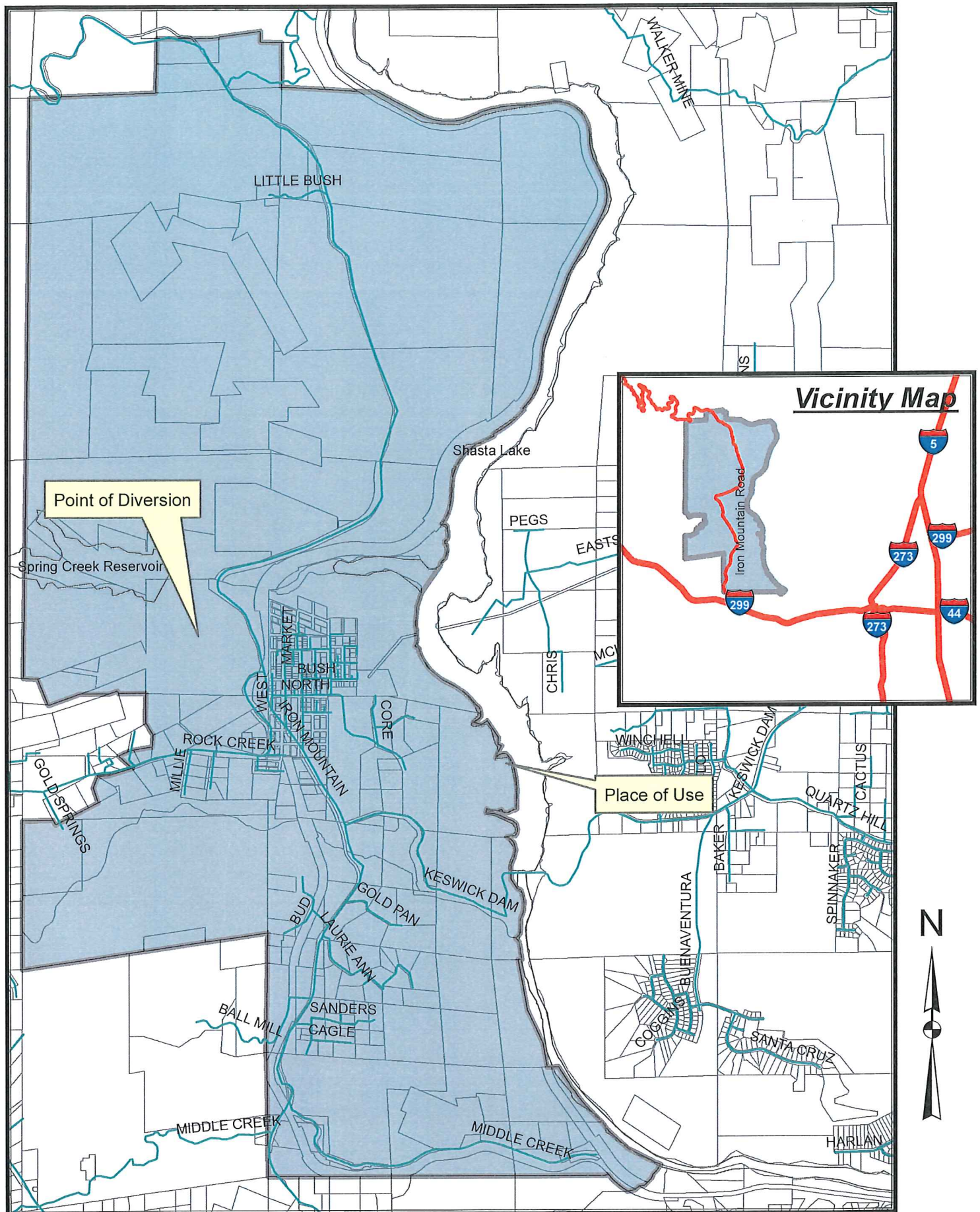
RISK MANAGEMENT APPROVAL
BY: _____

APPROVED AS TO FORM:

DAVID M. YORTON, JR.
Senior Deputy County Counsel

Exhibit A

CSA 25 - Keswick



**SHASTA COUNTY WATER AGENCY
Redding, California**

CONTRACT FOR REPLACEMENT WATER

This Contract, made the ____ day of _____, 2016, between the SHASTA COUNTY WATER AGENCY, ("Agency"), and the California Kamloops, Incorporated ("Contractor").

WITNESSETH, That:

WHEREAS, Agency entered into a contract with the United States of America entitled "Contract Between the United States of America and the Shasta County Water Agency Providing for Water Service," Contract No. 14-06-200-3367A, dated June 30, 1967, which contract permitted the diversion of Central Valley Project water from Shasta Lake, Keswick Reservoir, and Whiskeytown Lake ("Project Water") by Agency and its contractors under certain terms and conditions; and

WHEREAS, Agency and Contractor entered into an agreement entitled, "Contract for Replaced Water," dated December 30, 1974, for up to 5.25 acre feet of Replacement Water annually; and

WHEREAS, Agency entered into a contract with the United States of America entitled "Long Term Renewal Contract Between the United States of America and the Shasta County Water Agency Providing for Water Service from the Sacramento River, Shasta, and Trinity River Divisions," Contract No. 14-06-200-3367A-LTR1, dated May 27, 2005, hereinafter referred to as the "Master Agreement," which contract permits the diversion of Central Valley Project water from Shasta Lake, Keswick Reservoir, and Whiskeytown Lake ("Project Water") by Agency and its contractors under certain terms and conditions through February 28, 2045; and

WHEREAS, Agency has the power to enter into contracts with any public corporation, person, district, municipality, or political subdivision of the State for the purchase and sale of water; and

WHEREAS, Contractor has the power to enter into contracts with any public corporation, person, district, municipality, or political subdivision of the State for the purchase and sale of water; and

WHEREAS, Contractor desires to divert Replacement Water from the Central Valley Project for municipal and industrial purposes from a point of diversion and within a place of use approved by the U.S. Bureau of Reclamation.

NOW, THEREFORE, IT IS AGREED:

1. The Master Agreement is hereby made a part of this Contract and the terms and conditions thereof and any determination or actions taken thereunder shall be binding upon the parties as if said Master Agreement were fully set out herein. Unless expressly stated or unless

manifestly inconsistent with the context in which used, definitions contained in said Master Agreement shall apply in this Contract.

2. This Contract shall be effective on the date set forth above and shall remain in effect for the duration of the Master Agreement. Either party may terminate this Contract without cause on 30 days' written notice.
3. Contractor is entitled to divert water at such point of diversion as shown in Exhibit A, attached and incorporated herein, for use within the Contractor's service area. The quantity of water Contractor may divert shall not exceed 5.25 acre feet per year. If Contractor wishes to divert less than the maximum amount of water permitted under this Contract, it shall upon the execution of this Contract and for each subsequent calendar year submit by December 15th a schedule of diversion satisfactory to the Agency and approved by it for the water to be diverted during the following calendar year or portion thereof.
4. Contractor shall install, operate, and maintain, at its sole expense, measuring equipment satisfactory to Agency. In the event such equipment is found by Agency to be faulty or not operating properly, it shall be repaired or replaced by Contractor at its expense. In the event Contractor fails to make such repairs or replacement within a reasonable time, it may be done by Agency and the cost thereof shall be paid by Contractor to Agency within 60 days following the date a statement of such cost is furnished to Contractor by Agency.
5. Contractor shall pay Agency all sums due under this Contract in accordance with the rates of water service established by Agency. These rates will be established to, as nearly as practicable, recover the actual costs incurred by Agency under the Master Agreement and the cost of administration involved. The rate currently established by Agency for Replacement Water is Sixty One Dollars and Fifty Cents (\$61.50) per acre foot for water delivered. "Water under contract" shall mean the quantity of water Contractor is entitled to divert as shown in section 3. This rate shall remain in effect unless Contractor is notified of its revision under the schedule provided in Master Agreement Section 7(b). Payments shall be due within thirty days of billing each year for water diverted or contracted for during the previous water year, and shall be delinquent after 30 days. A penalty of 1 percent of the amount of delinquency shall be charged each month, or fraction thereof, of said delinquency. In the event Contractor diverts more water than is specified in the schedule submitted in accordance with Section 3 above, Agency shall deduct the amount from future allocations for that year until the annual quantity is equaled or exceeded, and Contractor's right to divert suspended.
6. In accordance with Article 12 of the Master Agreement, there may occur shortages in the quantity of water available to Agency under said Master Agreement. Agency reserves the right to allocate available supply to all or some of its water users in such amounts as Agency in its sole discretion may determine, and no liability shall accrue to Agency or any of its officers or employees on the basis of said shortage or Agency's decision to reduce water allocation to Contractor or any other purchaser of Agency water. Such shortage shall not relieve Contractor of its obligation to make the payments required in this Contract.

7. In accordance with Article 12 of the Master Agreement, there may occur shortages in the quantity of water available to Agency under said Master Agreement. In order to ensure consistent supply to Contractor, Agency reserves the right to enter into transfer agreements with other sources in such amounts as Agency in its sole discretion may determine, and no liability shall accrue to Agency or any of its officers or employees on the basis of said transferred water or Agency's decision to supply water to Contractor or any other purchaser of Agency water. Costs related to such transfer shall not relieve Contractor of its obligation to make the payments required in this Contract.
8. Agency makes no representations and assumes no responsibility with respect to the quality of water which is made available under this Contract.
9. Contractor shall be solely responsible for the control, distribution and disposal of water diverted under this Contract and holds Agency harmless from damage connected herewith.
10. Contractor shall defend, hold harmless and indemnify Agency, 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 Agency, expert fees, litigation costs, and investigation costs), damages, judgments or decrees by reason of any person's or persons' bodily injury, including death, or property (including property of Agency) being damaged by the negligent acts, willful acts, or errors or omissions of the Contractor or any person exercising the right to divert water on Contractor's behalf.
11. If Contractor is in default under this Contract Agency may refuse delivery of water and may terminate this Contract on 10 days written notice to Contractor. If Agency withholds termination in the event of default to afford Contractor an opportunity to cure its default, or for any other reason, Agency may nevertheless terminate this Contract at any later time unless the default is cured prior to the date of termination.
12. Contractor agrees that it will comply fully with all applicable laws, orders and regulations, including but not limited to, federal laws, orders and regulations, and the laws of the State of California, all as administered by the appropriate authority, concerning the pollution of streams, reservoirs, or water courses, with respect to the discharge of refuse, garbage, sewage effluent, industrial waste, oil, mine tailings, or other pollutants.
13. Contractor agrees as follows:
 - a. To comply with Title VI of the Civil Rights Act of July 2, 1964 (42 U.S.C. 2000d), Section 504 of the Rehabilitation Act of 1975 (P.L. 93-112, as amended), the Age Discrimination Act of 1975 (42 U.S.C. 6101, et seq.) and any other applicable civil rights laws, as well as with the respective implementing regulations and guidelines imposed by the U.S. Department of Interior and/or Bureau of Reclamation. These statutes require that no person in the United States shall, on the grounds of race, color, national origin, handicap, or age, be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination under any program

receiving financial assistance from the Bureau of Reclamation. By executing this Contract, the Contractor agrees to immediately take any measures necessary to implement this obligation, including permitting officials of the United States to inspect premises, programs, and documents.

- b. To obligate its subcontractors, subgrantees, transferees, successors in interest, or any other participants, receiving federal financial assistance hereunder, to comply with the requirements of this provision.

14. During the performance of this Contract, the Contractor agrees as follows:

- a. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination, rates of payment or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Contracting Officer setting forth the provisions of this nondiscrimination clause.
- b. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without discrimination because of race, color, religion, sex, or national origin.
- c. The Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the Contracting Officer, advising the said labor union or workers' representative of the Contractor's commitments under Section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- d. The Contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, as amended, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- e. The Contractor will furnish all information and reports required by said amended Executive Order and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the Contracting Officer and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

- f. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this Contract or with any of the said rules, regulations, or orders, this Contract may be canceled, terminated, or suspended, in whole or in part, and the Contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in said amended Executive Order, and such other sanctions may be imposed and remedies invoked as provided in said Executive Order, and such other sanctions may be imposed and remedies invoked as provided in said Executive Order, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
 - g. The Contractor will include the provisions of sections (a) through (g) in every subcontract or purchase order unless exempted by the rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of said amended Executive Order, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.
- 15. Contractor shall not transfer or assign its rights under this Contract without the written consent of the Agency.
 - 16. This agreement supersedes all previous agreements relating to the subject of this agreement and constitutes the entire understanding of the parties hereto.
 - 17. Any Notices required to be given pursuant to the terms and provisions of this Contract shall be in writing and shall be sent first-class mail to the following addresses:

If to Agency: Shasta County Water Agency
Attn: Chief Engineer
1855 Placer Street
Redding CA 96001

If to Contractor: California Kamloops, Incorporated
Attn:
PO Box 133
Redding, CA 96099

SIGNATURE PAGE FOLLOWS

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

COUNTY OF SHASTA

Date: _____

DAVID A. KEHOE, CHAIRMAN
Board of Directors
Water Agency
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:  7/19/18
David M. Yorton, Jr.
Senior Deputy County Counsel

RISK MANAGEMENT APPROVAL

By:  07/12/2018
Jim Johnson
Risk Management Analyst I

CONTRACTOR

CALIFORNIA KAMLOOPS, INC.

By: 
Print Name: MIKE POWELL
Title: VICE PRES.
Date: 4/30/18
Tax I.D.#: 94-1396783

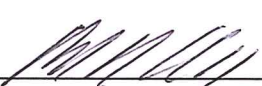
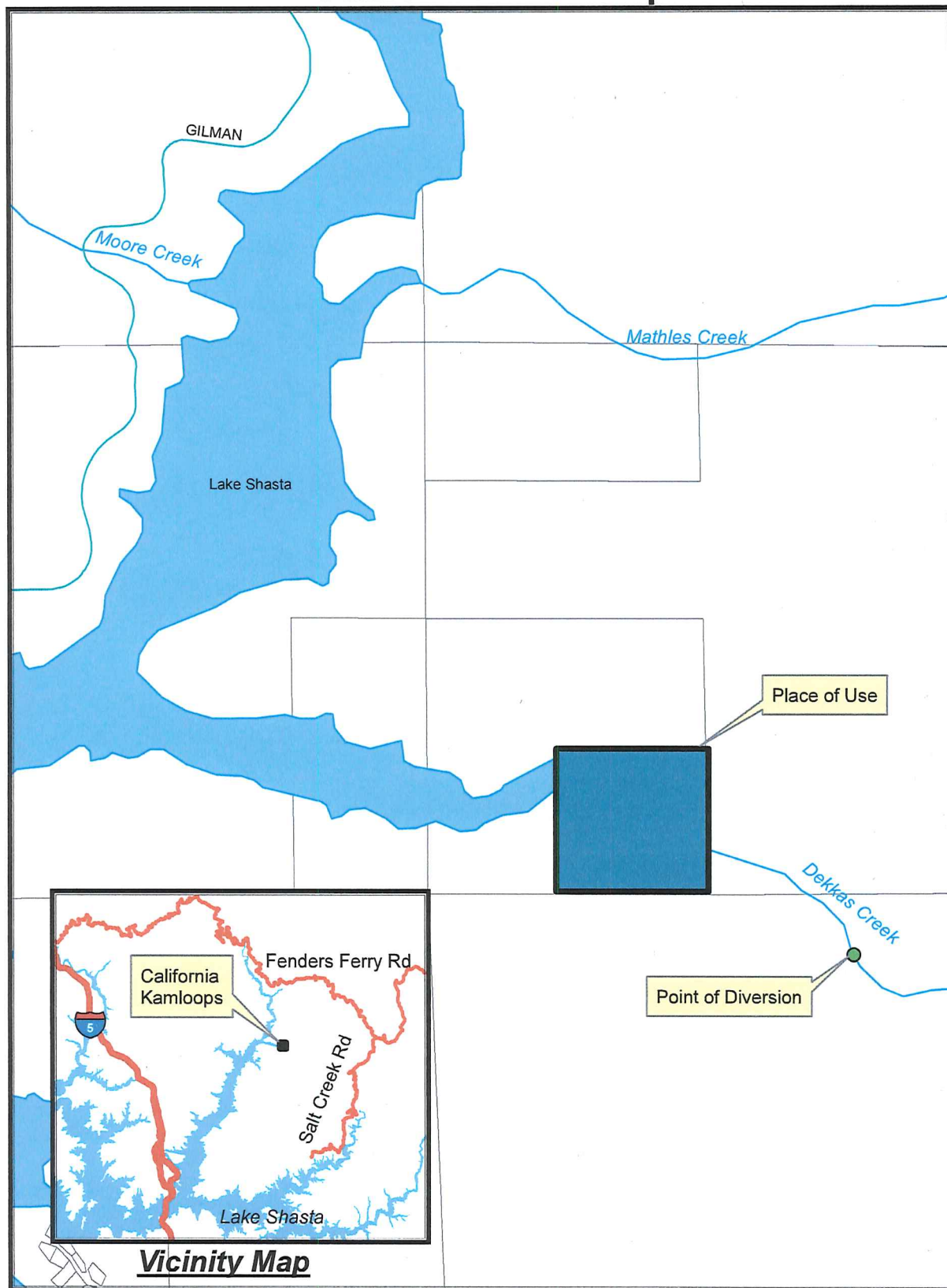
By: 
Print Name: ROBERT EHNI
Title: TREASURER
Date: 4/30/18

Exhibit A

California Kamloops



**SHASTA COUNTY WATER AGENCY
Redding, California**

CONTRACT FOR REPLACEMENT WATER

This Contract, made the _____ day of _____, 2018, between the SHASTA COUNTY WATER AGENCY, ("Agency"), and the French Gulch-Whiskeytown School District ("Contractor").

WITNESSETH, That:

WHEREAS, Agency entered into a contract with the United States of America entitled "Contract Between the United States of America and the Shasta County Water Agency Providing for Water Service," Contract No. 14-06-200-3367A, dated June 30, 1967, which contract permitted the diversion of Central Valley Project water from Shasta Lake, Keswick Reservoir, and Whiskeytown Lake ("Project Water") by Agency and its contractors under certain terms and conditions; and

WHEREAS, Agency and Contractor entered into an agreement entitled, "Contract for Replaced Water," dated June 6, 1977, for up to 6.4 acre feet of Replacement Water annually; and

WHEREAS, Agency entered into a contract with the United States of America entitled "Long Term Renewal Contract Between the United States of America and the Shasta County Water Agency Providing for Water Service from the Sacramento River, Shasta, and Trinity River Divisions," Contract No. 14-06-200-3367A-LTR1, dated May 27, 2005, hereinafter referred to as the "Master Agreement," which contract permits the diversion of Central Valley Project water from Shasta Lake, Keswick Reservoir, and Whiskeytown Lake ("Project Water") by Agency and its contractors under certain terms and conditions through February 28, 2045; and

WHEREAS, Agency has the power to enter into contracts with any public corporation, person, district, municipality, or political subdivision of the State for the purchase and sale of water; and

WHEREAS, Contractor has the power to enter into contracts with any public corporation, person, district, municipality, or political subdivision of the State for the purchase and sale of water; and

WHEREAS, Contractor desires to divert Replacement Water from the Central Valley Project for municipal and industrial purposes from a point of diversion and within a place of use approved by the U.S. Bureau of Reclamation.

NOW, THEREFORE, IT IS AGREED:

1. The Master Agreement is hereby made a part of this Contract and the terms and conditions thereof and any determination or actions taken thereunder shall be binding upon the parties as if said Master Agreement were fully set out herein. Unless expressly stated or unless

manifestly inconsistent with the context in which used, definitions contained in said Master Agreement shall apply in this Contract.

2. This Contract shall be effective on the date set forth above and shall remain in effect for the duration of the Master Agreement. Either party may terminate this Contract without cause on 30 days' written notice.
3. Contractor is entitled to divert water at such point of diversion as shown in Exhibit A, attached and incorporated herein, for use within the Contractor's service area. The quantity of water Contractor may divert shall not exceed 6.4 acre feet per year. If Contractor wishes to divert less than the maximum amount of water permitted under this Contract, it shall upon the execution of this Contract and for each subsequent calendar year submit by December 15th a schedule of diversion satisfactory to the Agency and approved by it for the water to be diverted during the following calendar year or portion thereof.
4. Contractor shall install, operate, and maintain, at its sole expense, measuring equipment satisfactory to Agency. In the event such equipment is found by Agency to be faulty or not operating properly, it shall be repaired or replaced by Contractor at its expense. In the event Contractor fails to make such repairs or replacement within a reasonable time, it may be done by Agency and the cost thereof shall be paid by Contractor to Agency within 60 days following the date a statement of such cost is furnished to Contractor by Agency.
5. Contractor shall pay Agency all sums due under this Contract in accordance with the rates of water service established by Agency. These rates will be established to, as nearly as practicable, recover the actual costs incurred by Agency under the Master Agreement and the cost of administration involved. The rate currently established by Agency for Replacement Water is Sixty One Dollars and Fifty Cents (\$61.50) per acre foot for water delivered. "Water under contract" shall mean the quantity of water Contractor is entitled to divert as shown in section 3. This rate shall remain in effect unless Contractor is notified of its revision under the schedule provided in Master Agreement Section 7(b). Payments shall be due within thirty days of billing each year for water diverted or contracted for during the previous water year, and shall be delinquent after 30 days. A penalty of 1 percent of the amount of delinquency shall be charged each month, or fraction thereof, of said delinquency. In the event Contractor diverts more water than is specified in the schedule submitted in accordance with Section 3 above, Agency shall deduct the amount from future allocations for that year until the annual quantity is equaled or exceeded, and Contractor's right to divert suspended.
6. In accordance with Article 12 of the Master Agreement, there may occur shortages in the quantity of water available to Agency under said Master Agreement. Agency reserves the right to allocate available supply to all or some of its water users in such amounts as Agency in its sole discretion may determine, and no liability shall accrue to Agency or any of its officers or employees on the basis of said shortage or Agency's decision to reduce water allocation to Contractor or any other purchaser of Agency water. Such shortage shall not relieve Contractor of its obligation to make the payments required in this Contract.

7. In accordance with Article 12 of the Master Agreement, there may occur shortages in the quantity of water available to Agency under said Master Agreement. In order to ensure consistent supply to Contractor, Agency reserves the right to enter into transfer agreements with other sources in such amounts as Agency in its sole discretion may determine, and no liability shall accrue to Agency or any of its officers or employees on the basis of said transferred water or Agency's decision to supply water to Contractor or any other purchaser of Agency water. Costs related to such transfer shall not relieve Contractor of its obligation to make the payments required in this Contract.
8. Agency makes no representations and assumes no responsibility with respect to the quality of water which is made available under this Contract.
9. Contractor shall be solely responsible for the control, distribution and disposal of water diverted under this Contract and holds Agency harmless from damage connected herewith.
10. Contractor shall defend, hold harmless and indemnify Agency, 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 Agency, expert fees, litigation costs, and investigation costs), damages, judgments or decrees by reason of any person's or persons' bodily injury, including death, or property (including property of Agency) being damaged by the negligent acts, willful acts, or errors or omissions of the Contractor or any person exercising the right to divert water on Contractor's behalf.
11. If Contractor is in default under this Contract Agency may refuse delivery of water and may terminate this Contract on 10 days written notice to Contractor. If Agency withholds termination in the event of default to afford Contractor an opportunity to cure its default, or for any other reason, Agency may nevertheless terminate this Contract at any later time unless the default is cured prior to the date of termination.
12. Contractor agrees that it will comply fully with all applicable laws, orders and regulations, including but not limited to, federal laws, orders and regulations, and the laws of the State of California, all as administered by the appropriate authority, concerning the pollution of streams, reservoirs, or water courses, with respect to the discharge of refuse, garbage, sewage effluent, industrial waste, oil, mine tailings, or other pollutants.
13. Contractor agrees as follows:
 - a. To comply with Title VI of the Civil Rights Act of July 2, 1964 (42 U.S.C. 2000d), Section 504 of the Rehabilitation Act of 1975 (P.L. 93-112, as amended), the Age Discrimination Act of 1975 (42 U.S.C. 6101, et seq.) and any other applicable civil rights laws, as well as with the respective implementing regulations and guidelines imposed by the U.S. Department of Interior and/or Bureau of Reclamation. These statutes require that no person in the United States shall, on the grounds of race, color, national origin, handicap, or age, be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination under any program

receiving financial assistance from the Bureau of Reclamation. By executing this Contract, the Contractor agrees to immediately take any measures necessary to implement this obligation, including permitting officials of the United States to inspect premises, programs, and documents.

- b. To obligate its subcontractors, subgrantees, transferees, successors in interest, or any other participants, receiving federal financial assistance hereunder, to comply with the requirements of this provision.
14. During the performance of this Contract, the Contractor agrees as follows:
- a. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination, rates of payment or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Contracting Officer setting forth the provisions of this nondiscrimination clause.
 - b. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without discrimination because of race, color, religion, sex, or national origin.
 - c. The Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the Contracting Officer, advising the said labor union or workers' representative of the Contractor's commitments under Section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
 - d. The Contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, as amended, and of the rules, regulations, and relevant orders of the Secretary of Labor.
 - e. The Contractor will furnish all information and reports required by said amended Executive Order and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the Contracting Officer and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

- f. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this Contract or with any of the said rules, regulations, or orders, this Contract may be canceled, terminated, or suspended, in whole or in part, and the Contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in said amended Executive Order, and such other sanctions may be imposed and remedies invoked as provided in said Executive Order, and such other sanctions may be imposed and remedies invoked as provided in said Executive Order, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
 - g. The Contractor will include the provisions of sections (a) through (g) in every subcontract or purchase order unless exempted by the rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of said amended Executive Order, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.
- 15. Contractor shall not transfer or assign its rights under this Contract without the written consent of the Agency.
 - 16. This agreement supersedes all previous agreements relating to the subject of this agreement and constitutes the entire understanding of the parties hereto.
 - 17. Any Notices required to be given pursuant to the terms and provisions of this Contract shall be in writing and shall be sent first-class mail to the following addresses:

If to Agency: Shasta County Water Agency
Attn: Chief Engineer
1855 Placer Street
Redding CA 96001

If to Contractor: Board of Trustees
French Gulch-Whiskeytown School
PO Box 368
French Gulch, CA 96033

SIGNATURE PAGE FOLLOWS

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

COUNTY OF SHASTA

Date: _____

DAVID A. KEHOE, CHAIRMAN
Board of Directors
Water Agency
County of Shasta
State of California

ATTEST:

LAWRENCE G. LEES
Clerk of the Board of Supervisors

By: _____
Deputy

Approved as to form:

RUBIN E. CRUSE, JR.
County Counsel

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

RISK MANAGEMENT APPROVAL

By: Jim Johnson
Jim Johnson
Risk Management Analyst I

CONTRACTOR

FRENCH GULCH-WHISKEYTOWN SCHOOL

By: Moira Casey

Print Name: MOIRA CASEY

Title: Supt/Principal

Date: 8-14-17

Tax I.D.#: 500-4196-5

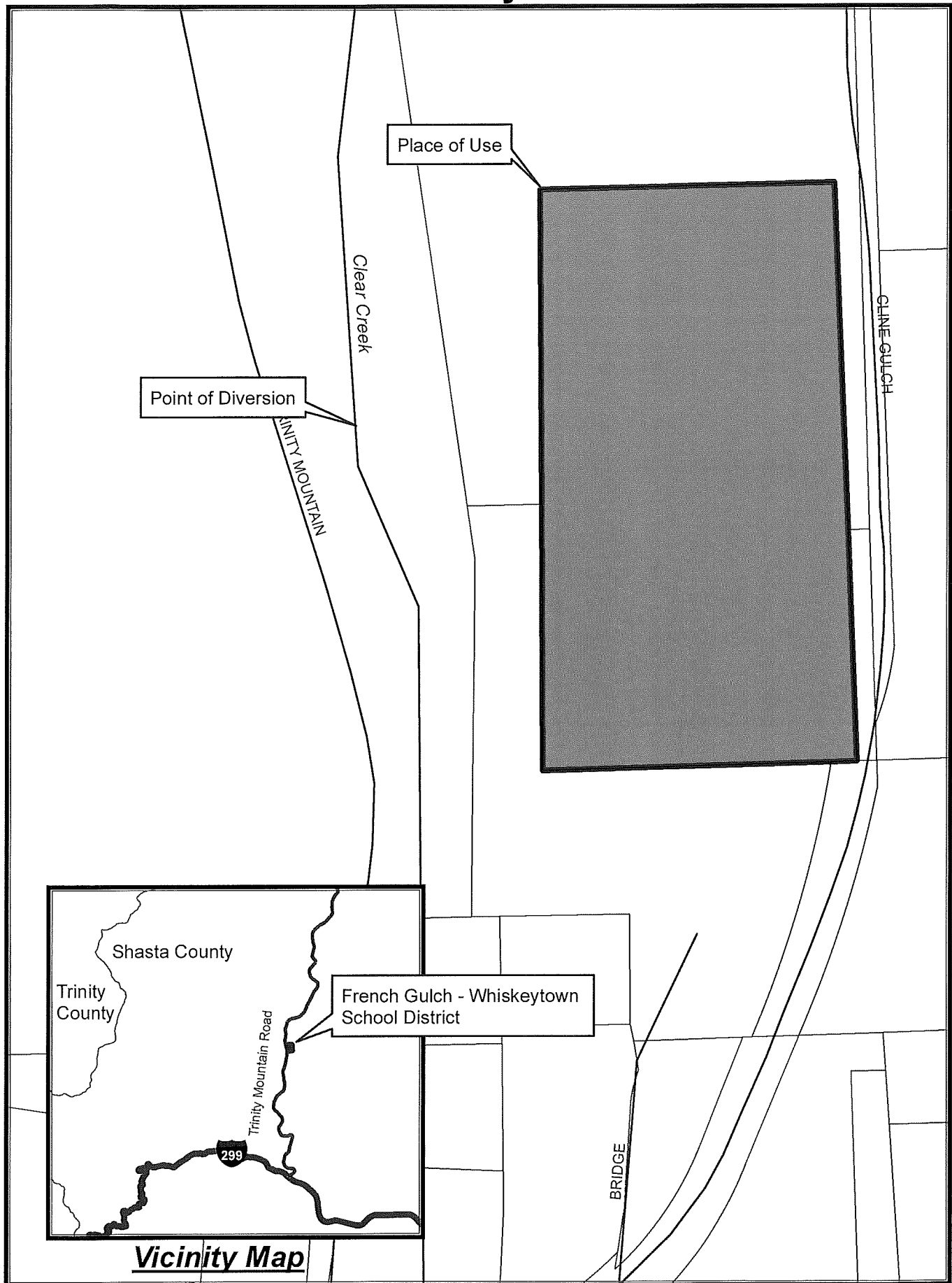
By: Lesley Pearson

Print Name: Lesley Pearson

Title: FGWS Board of Trustees, Clerk

Date: 8-14-17

Exhibit A **French Gulch-Whiskeytown School District**



REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS

BOARD MEETING DATE: July 24, 2018

CATEGORY: Public Authority Governing Board Item - Consent-2.

SUBJECT:

In-Home Supportive Services Public Authority Rate Modification

DEPARTMENT: In-Home Supportive Services-Public Authority

Supervisory District No. : All

DEPARTMENT CONTACT: Tracy Tedder, Director, HHSA Business & Support Services, (530) 229-8425

STAFF REPORT APPROVED BY: Tracy Tedder, Director, HHSA Business & Support Services

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

RECOMMENDATION

Approve and authorize the Chairman to sign the In-Home Supportive Services - Public Authority Rate Modification Application and Cover Letter for submission to the California Department of Social Services to approve the In-Home Supportive Services provider hourly rate to \$13.09 (comprised of hourly minimum wage \$11.00, locally negotiated wage supplement \$0.50 effective November 1, 2017, locally negotiated wage supplement \$0.10 effective October 1, 2018, administrative cost \$0.13, and employer paid payroll taxes \$1.36) effective October 1, 2018.

SUMMARY

The California Department of Social Services (CDSS) requires the submission of a Rate Modification Package whenever changes are made to any component of the In-Home Supportive Services (IHSS) hourly rate calculation. The recommended action will allow the Health and Human Services Agency to formally submit its rate package.

DISCUSSION

State statute requires counties, as the employer of record for IHSS providers, to develop a rate in order to establish an hourly reimbursement level for the IHSS-PA. The rate is calculated by combining the IHSS provider hourly wage, payroll taxes, and the IHSS-PA administrative costs. The hourly administrative costs are derived by dividing the total IHSS-PA budget by the total projected paid IHSS hours for the year. The rate package documents the maximum direct and indirect operating expenses of the IHSS-PA, including provider wages that will be paid by the State. The FY 2018-19 IHSS-PA administrative cost rate is \$0.13 per hour, representing a total of expenditures in the FY 2018-19 budget of \$484,957 divided by an estimated 3,661,639 provider hours. Reconciliation is completed quarterly to determine actual administrative costs and revenue is adjusted accordingly by the state. The proposed rate reflects the hourly wage increase from \$11.50 to \$11.60 per hour, including the hourly minimum wage of \$11.00, locally negotiated wage supplement of \$.50 per hour (effective 11/1/17) and locally negotiated wage supplement \$.10 per hour (effective 10/1/18), as well as payroll taxes of \$1.36 per hour, and the hourly administration cost of \$0.13 per hour.

ALTERNATIVES

The submission of a Rate Modification Application is mandated with any change in wages or budgeted administration cost. The State requires up to 60 days to review and approve a rate/wage increase. A delay in submission could potentially affect the reimbursement for the IHSS rate change.

OTHER AGENCY INVOLVEMENT

CDSS provided technical assistance in helping to determine the rate and complete the submission process. The County Administrative Office reviewed the recommendation.

FINANCING

The IHSS program is funded by a combination of state and federal funds with the local share of cost coming from 1991 Social Services realignment and County General Fund. There is no additional General Fund impact associated with approval of the recommendation.

ATTACHMENTS:

Description	Upload Date	Description
BOS Cover Letter to CDSS	7/12/2018	BOS Cover Letter to CDSS
SOC449: Consortium Rates	7/13/2018	SOC449: Consortium Rates
Line Item Budget	7/13/2018	Line Item Budget
IHSS Rate Worksheet	7/13/2018	IHSS Rate Worksheet

July 24, 2018

Danielle Morris, Manager
California Department of Social Services
Financial Management Unit
744 P Street, MS 9-11-91
Sacramento, CA 95814

Re: In-Home Supportive Services Public Authority Hourly Rate Modification

Dear Ms. Morris:

Enclosed you will find the application for approval of the Shasta County In-Home Supportive Services Public Authority Hourly Rate Modification. Please consider this letter as evidence of the Shasta County Board of Supervisor's approval for the wage supplement increase application effective October 1, 2018. The wage supplement changes the In-Home Supportive Services provider hourly rate to \$13.09 (comprised of hourly minimum wage \$11.00, locally negotiated wage supplement \$.50 per hour effective as November 1, 2017, locally negotiated wage supplement \$.10 per hour effective October 1, 2018, administrative cost \$0.13, and employer paid payroll taxes \$1.36) effective October 1, 2018. The cost of the \$.50 per hour wage supplement to the base wages was added on a one-time basis to our Maintenance of Effort (MOE) effective action taken on November 1, 2017, as provided in Welfare and Institutions Code section 12306.16(d)(7).

Sincerely,

Les Baugh, Chair
Governing Body,
Shasta County IHSS Public Authority

**IN-HOME SUPPORTIVE SERVICES PROGRAM
PUBLIC AUTHORITY/NON-PROFIT
CONSORTIUM RATE**

To: California Department of Social Services
Adult Programs Division
Financial Management Unit
744 P Street, MS 9-11-91
Sacramento, CA 95814

COUNTY: Shasta	EFFECTIVE DATE: 10/1/18
PA NAME: Shasta County Public Authority	
CONTACT NAME: Sarah Adamec	
TELEPHONE: (530) 229-8338	FAX: (530) 229-8331
ADDRESS: 2640 Breslauer Way, Redding, Ca 96001	
EMAIL ADDRESS: sadamec@co.shasta.ca.us	

Please address questions regarding this form to the Financial Management Unit, at (916) 653-1908.

Please complete the Rate Table below and attach supporting documentation explaining how each component of the rate was determined. The total Public Authority (PA) and Non-profit Consortium (NPC) rate should include a rate for services (wage and benefits), payroll taxes, and a rate for administrative costs. The total rate for wages and benefits should be broken down to include an hourly wage, payroll taxes, health and non-health benefits. The State is legally authorized to share only in the costs of individual health benefits and some specific non-health benefits for IHSS providers, however, other benefits costs may be eligible for Title XIX reimbursement.

- The current State Participation cap for combined wages and health benefits for all IHSS providers in the State is \$12.10 per hour. When minimum wage increases to \$12.00 per hour (January 1, 2019), pursuant to Labor Code section 1182.12 (b) (1) (C) and beyond in subsequent years, the cap will be adjusted to equal the State minimum wage plus \$1.10 per hour.
- The State will not participate in increases to wages or employment taxes, or increases or expansions of benefits negotiated or agreed to by a PA or NPC unless provided for in the Annual Budget Act or appropriated by statute.
- No increase in wages or benefits negotiated or agreed to by a PA or NPC shall take effect until it has been approved by the State (CDSS/CDHCS) or unless provided for in the Annual Budget Act or appropriated by statute.

RATE TABLE

Hourly Wage (locally negotiated)
Hourly Wage (non-locally negotiated)
Hourly Wage (by ordinance)
Wage Supplement (one-time MOE adj)
Wage Supplement (continued--no MOE adj.)

Wage Total (sum of lines 1-5)

Health Benefits (locally negotiated)
Health Benefits (non-locally negotiated)

Health Benefits Total (sum of lines 6-7)

Non-Health Benefits _____ (type)
Payroll Taxes (FUTA,SUI,FICA)
Administrative Rate

PA/NPC Rate Total

(sum of wages, health benefits, non-health benefits, taxes, admin)

	Current Rate	Requested Rate	Difference
1	\$0.00	\$0.00	\$0.00
2	\$11.00	\$11.00	\$0.00
3	\$0.00	\$0.00	\$0.00
4	\$0.00	\$0.10	\$0.10
5	\$0.50	\$0.50	\$0.00
	\$11.50	\$11.60	\$0.10
6	\$0.00	\$0.00	\$0.00
7	\$0.00	\$0.00	\$0.00
	\$0.00	\$0.00	\$0.00
9	\$0.00	\$0.00	\$0.00
10	\$1.35	\$1.36	\$0.01
11	\$0.14	\$0.13	-\$0.01
	\$12.99	\$13.09	\$0.10

The State shall participate (65 percent of the non-federal share) in a cumulative total up to 10 percent of the sum of the combined total of wages or health benefits or both over a three-year period. **Check the box and sign and date on the line below if you are choosing to utilize the 10 percent increase over the three-year period option.**

☐ Authorizing Officer Signature _____ Date: _____

SHASTA COUNTY IHSS PUBLIC AUTHORITY
 BOARD OF SUPERVISORS REGULAR MEETING - July 24, 2018
 Budget/Rate Narrative
 Fiscal Year 2018-2019

<u>Account Number/Line Item Description</u>					<u>Budget Amount</u>	<u>Portion of Rate</u>
HOURLY SERVICE COST:						
<u>IP Wages:</u>						
<u>Represents</u>	3,661,639	hours for In Home providers at	11.60 per hour.	\$	42,475,012.40	11.60
<u>IP Payroll Taxes:</u>						
<u>Represents</u>	3,661,639	hours for In Home providers at	1.36 per hour.	\$	4,979,829.04	1.36
<u>IP Benefits:</u>						
<u>Represents</u>	3,661,639	hours for In Home providers at	0.00 per hour.	\$	-	0.00
Total Hourly Service Cost					\$ 47,454,841.44	12.96
HOURLY ADMINISTRATIVE COST:						
011000	REGULAR SALARIES				\$124,803.00	0.0335
011200	TERMINATION/SPECIAL PAY				\$0.00	0.0000
011202	UNALLOCATED SALARY SAVINGS				\$0.00	0.0000
017000	EXTRA HELP				\$0.00	0.0000
017502	OVERTIME PAY				\$1,353.00	0.0004
017505	STANDBY PAY				\$0.00	0.0000
017509	HOLIDAY OVERTIME PAY				\$0.00	0.0000
017515	MPA PROGRAM				\$0.00	0.0000
017517	CELL/PDA COMM ALLOWANCE PROG				\$0.00	0.0000
018100	EMPLOYER SHARE OASDI				\$9,406.00	0.0025
018201	EMPLOYER SHARE RETIREMENT				\$22,435.00	0.0060
018204	EMPLOYER SHARE DEFERRED COMP				\$0.00	0.0000
018300	EMPLOYER SHARE HEALTH INSUR				\$40,746.00	0.0109
018307	EMPLYR SHR OTHER POST EMP BEN				\$3,744.00	0.0010
018400	EMPLOYER SHR UNEMPLOYMENT INS				\$403.00	0.0001
018500	WORKERS COMP EXPOSURE				\$1,588.00	0.0004
018501	WORKERS COMP EXPERIENCE				\$0.00	0.0000
<u>032300</u>	<u>CLOTHING/PERSONAL SUPPLIES XP</u>				\$129.00	0.0000
	Tissue, masks vinyl gloves					
<u>032500</u>	<u>COMMUNICATIONS EXPENSE</u>				\$1,780.00	0.0005
	Includes telephone services.					
<u>032590</u>	<u>CHGS FAC MGMT COMM</u>				\$7	0.00
<u>032591</u>	<u>CHGS IT COMM</u>				\$879.00	0.0002
	IT communications services					
<u>032700</u>	<u>FOOD EXPENSE</u>				\$0.00	0.0000
	Plates, utensils, cleaner, air freshner					
<u>032900</u>	<u>HOUSEHOLD EXPENSE</u>				\$63.00	0.0000
	Misc. household expenses					
<u>032902</u>	<u>HOUSEHOLD EXPENSE</u>				\$0.00	0.0000
<u>032990</u>	Chgs OC Hshld Expense				\$6,281.00	0.0017
	Janitorial service					
<u>032991</u>	Chgs OC Hshld Supplies				\$1,002.00	0.0003
<u>032992</u>	Chgs Fac Mgmt Hshld XP				\$175.00	0.0000

SHASTA COUNTY IHSS PUBLIC AUTHORITY
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<u>033100</u>	Insur Expense Liability Insurance		\$17,856.00	
<u>033102</u>	Insur XP Liability Exposure		\$466.00	0.0001
<u>033103</u>	Gen Liability Ins. Includes general & auto liability insurances.		\$12,941.00	0.0035
<u>033500</u>	<u>MAINTENANCE OF EQUIPMENT</u> General Equip Maintenance	\$	-	0
<u>033592</u>	<u>CHGS IT MNT HARD/SOFTWARE</u> Includes misc. installation of hardware and software	\$	-	0.0000
<u>033700</u>	<u>MAINTENANCE OF STRUCTURES</u> Miscellaneous office repairs and/or maintenance		\$0.00	0.0000
<u>033707</u>	<u>MAINTENANCE DEPT ITEMIZED</u>		\$0.00	0.0000
<u>033729</u>	<u>MNT STR FAC MGMT APRV</u>		\$0.00	0.0000
<u>33791</u>	<u>CHGS FAC MGMT MAINT STR</u> Miscellaneous improvements to building structure		\$5,654.00	0.0015
<u>033797</u>	<u>ISF MNT STR OTHER DEPT CHGS</u>		\$0.00	0.0000
<u>033798</u>	<u>ISF MNT SVS CTRCT OTHER DEPT</u> Includes contracted staff, contracted labor relations activities, background checks and misc. contracted expense.		\$0.00	0.0000
<u>033900</u>	<u>MEDICAL/DENTAL/LAB SUPPLIES</u>		\$128.00	0.0000
<u>034100</u>	<u>MEMBERSHIPS</u> California Association of Public Authorities		\$22,589.00	0.0061
<u>034500</u>	<u>OFFICE EXPENSE</u> Office Depot, office supplies, extra Carrel's costs		\$5,035.00	0.0013
<u>034501</u>	<u>OFFICE EXPENSE</u> Includes software support for the registry software.		\$0.00	0.0000
<u>034502</u>	<u>OFFICE EXPENSE</u> Includes minor equipment and tools, also replacement parts.		\$0.00	0.0000
<u>034503</u>	<u>OFFICE EXPENSE</u> County IT department charges to install and maintain software		\$0.00	0.0000
<u>034526</u>	<u>OFFICE XP POSTAGE</u> Includes misc postage/self addressed stamped envelopes		\$0.00	0.0000
<u>034527</u>	<u>OFFICE XP PRINTING</u> Includes provider orientation manuals, consumer and provider related materials and informational fliers.		\$17.00	0.0000
<u>034590</u>	<u>CHGS OC PHOTOCOPY SVS</u>		\$360.00	0.0001

SHASTA COUNTY IHSS PUBLIC AUTHORITY
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<u>034591</u>	<u>CHGS OC POSTAGE SVS</u> Includes monthly mailing to both providers and recipients as well as usual office business postage.	\$2,999.00	0.0008
<u>034592</u>	<u>CHGS OC OTHER MAIL SVS</u> Other mail services	\$4,480.00	0.0012
<u>034700</u>	<u>PROF & SPECIAL SERVICES</u> Misc software costs	\$0.00	0.0000
<u>034702</u>	<u>PROF & SPECIAL SERVICES</u> Includes installation of computers and ongoing system maintenance and support by County IS department.	\$0.00	0.0000
<u>034705</u>	<u>INFORMATION TECHNOLOGY SVS</u> County IT department charges for telecommunication equipment and/or	\$0.00	0.0000
<u>034710</u>	<u>PROF & SPECIAL SERVICES</u>	\$0.00	0.0000
<u>034711</u>	<u>PROF & SPECIAL SERVICES</u>	\$0.00	0.0000
<u>034800</u>	<u>PROF & SPECIAL SERVICES</u> Miscellaneous contracted expense	\$58,275.00	0.0156
<u>034801</u>	<u>PROF ADMIN SVCS</u> Indirect rate for overhead	\$28,512.00	0.0076
<u>034813</u>	<u>PROF CONSULTING SVS</u> Utilities for the Public Authority building.	\$30,294.00	0.0081
<u>034828</u>	<u>PROF LEGAL SVS</u> Includes county counsel costs	\$0.00	0.0000
<u>034845</u>	<u>PROF SURVEYING SVS</u>	\$0.00	0.0000
<u>034849</u>	<u>PROF TECHNOLOGICAL SVS</u> Includes software support for the registry software	\$34,020.00	0.0091
<u>034851</u>	<u>PROF TRAINING SVS</u>	\$0.00	0.0000
<u>034890</u>	<u>CHGS FAC MGMT PROF SVS</u>	\$92.00	0.0000
<u>034892</u>	<u>CHGS IT PROFESSIONAL SVS</u> County IT department charges to install and maintain software	\$12,315.00	0.0033
<u>034900</u>	<u>PUBLICATIONS & LEGAL NOTICES</u> Includes misc. publications, legal notices.	\$0.00	0.0000
<u>035100</u>	<u>RENTS & LEASES OF EQUIPMENT</u> Includes rental cost for office copy machine	\$6,323.00	0.0017
<u>035300</u>	<u>RENTS & LEASES OF STRUCTURES</u> Includes rental cost for office space	\$0.00	0.0000
<u>035500</u>	<u>MINOR EQUIPMENT</u> County IT charges for small tools and minor equipment/parts.	\$40.00	0.0000

SHASTA COUNTY IHSS PUBLIC AUTHORITY
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035530	MNR EQP IT APRV Small computer accessories	\$0.00	0.0000
035590	CHGS IT SOFTWARE EQP Miscellaneous software costs	\$0.00	0.0000
035591	CHGS IT HARDWARE EQP Includes installation of computers and ongoing system	\$0.00	0.0000
035592	CHGS IT TELECOMM EQP County IT department charges for telecommunication equipment.	\$0.00	0.0000
035700	SPECIAL DEPARTMENTAL EXPENSE	\$0.00	0.0000
035900	TRANSPORTATION & TRAVEL Staff reimbursement for mileage	\$624.00	0.0002
035902	TRANSPORTATION & TRAVEL	\$0.00	0.0000
035905	VEHICLE MAINTENANCE SERVICES	\$0.00	0.0000
035940	TRANS/TRVL/FUEL	\$33.00	0.0000
035941	TRANS/TRVL MILEAGE	\$0.00	0.0000
035942	TRANS/TRVL TRAINING Includes training fees and travel costs for staff training	\$2,853.00	0.0008
035946	TRANS/TRVL FLEET APRV	\$0.00	0.0000
035990	CHGS FLEET TRANS/TRVL Includes cost of maintaining PA fleet vehicle	\$2,028.00	0.0005
035999	TRN/TRV PY EE 1 DAY REIMB	\$0.00	
036100	UTILITIES Utilities for the Public Authority office.	\$3,030.00	0.0008
<u>050001</u>	A87 costs	\$19,199.00	0.0051
<u>065095</u>	1 VEHICLE W/ACCESSORIES	\$0.00	
<u>0888501</u>	C/A SOCIAL SERVICES	-	0.0000
Total Hourly Administrative Cost		\$484,957.00	\$ 0.1249

Shasta County :IHSS PA Rate Worksheet

Projected yearly hours		3,661,639				
	2018-2019					
#	ITEM	BUDGET		SERVICES	ADMIN	Portion of RATE
	Provider Costs					
1	IP Wages = proj yearly hours @ \$11.60 per hr	\$ 42,475,012		\$ 42,475,012		11.60
2	IP Employer Taxes @ \$1.36.	\$ 4,979,829		\$ 4,979,829		1.36
	Total Provider Costs	\$ 47,454,841		\$ 47,454,841		12.96
	Public Authority Administrative costs					
	Salaries and Benefits	\$ 204,478			\$ 204,478	0.06
	Operating Expense/Equipment	\$ 280,479			\$ 280,479	0.08
	Total Public Authority Administrative costs	\$ 484,957			\$ 484,957	0.13
	TOTAL	\$ 47,939,798		\$ 47,454,841	\$ 484,957	\$ 13.09
	Total hourly rate: The hourly rate is computed by adding total services costs and total administrative costs and dividing by the number of IHSS hours.					
		Services Cost		Adm Costs	Total Hours	Total PA Hourly Rate
PA Rate		\$ 47,454,841	+	\$484,957	/ \$ 3,661,639	= \$ 13.09
Services Rate = Services Cost Divided by Total Hours		\$ 47,454,841			/ \$ 3,661,639	= \$ 12.96
Admin Rate = Admin Cost Divided by Total Hours				\$484,957	/ \$ 3,661,639	= \$ 0.13

REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS

BOARD MEETING DATE: July 24, 2018

CATEGORY: Regular - General Government-2.

SUBJECT:

N/A

DEPARTMENT: Administrative Office

Supervisory District No. : ALL

DEPARTMENT CONTACT: Larry Lees, County Executive Officer (530) 225-5550

STAFF REPORT APPROVED BY: Larry Lees, County Executive Officer

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

RECOMMENDATION

- (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.

SUMMARY

N/A

DISCUSSION

N/A

ALTERNATIVES

N/A

OTHER AGENCY INVOLVEMENT

N/A

FINANCING

N/A

REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS

BOARD MEETING DATE: July 24, 2018

CATEGORY: Regular - General Government-3.

SUBJECT:

Public Safety Special Tax Draft Ordinance

DEPARTMENT: Administrative Office

Supervisory District No. : All

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

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

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

RECOMMENDATION

Take the following actions regarding a Public Safety Special Tax: (1) Receive an update from the County Executive Officer regarding a special tax to support public safety costs; (2) confirm inclusion of a Public Safety Special Tax on the November 6, 2018 General Election ballot; (3) review the text of a proposed ordinance and submission of the question to the voters of an ordinance to adopt a special transactions and use (sales) tax in an amount not to exceed one-half percent (0.5%) to be used for funding County jail facilities and law enforcement services in the unincorporated area of the County of Shasta; and (4) consider providing direction to staff.

SUMMARY

N/A

DISCUSSION

On July 10, 2018, at a Special Meeting of the Board of Supervisors, the Board received a report from County Counsel regarding potential options to fund public safety operations through local taxes, assessments, or fees. The Board provided direction to staff. On July 17, 2018, the Board received an informational update from County Executive Officer (CEO) Lees and discussed the Public Safety Special Tax. The Board spoke in support of a Special Tax (half-cent sales tax) with no sunset date to be used for additional and expanded jail capacity and additional and expanded law enforcement services in the unincorporated area of the County.

A public notice has been processed advising that a Public Hearing will be held on Tuesday, July 31, 2018 at 9:00 a.m., in the Board of Supervisors' Chambers at 1450 Court Street, Room 263, Redding, California to consider the following:

1. Adopting a resolution to call an election and consolidate it with the November 6, 2018 General Election for the purpose of submitting to the voters a measure to adopt a special transactions and use (sales) tax in an amount not to exceed one-half percent (0.5%) to be used for funding County jail facilities and law enforcement services in the unincorporated area of the County of Shasta.

2. Approving the proposed ordinance to adopt a special transactions and use (sales) tax in an amount not to exceed one-half percent (0.5%) to be used for funding County jail facilities and law enforcement services in the unincorporated area of the County of Shasta.
3. Finding that the proposed action does not constitute a project under the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Sections 15060(c)(2) and 15378, subdivisions (2) and (4) of subdivision (b).

The proposed ordinance would authorize the levy of a special tax subject to a confirming vote of at least two-thirds of the qualified voters in the County of Shasta voting in an election on the issue, and would authorize submission of the question of the special tax to the voters at an election on November 6, 2018 or other date as determined. The purpose of the special tax is for: 1) construction, repair, maintenance, and operation resulting in the expansion of and additions to existing County jail and adult detention facilities; 2) construction, repair, maintenance, and operation of new or additional County jail and adult detention facilities; and 3) expansion of law enforcement services in the unincorporated area of the County of Shasta. The transaction and use tax (commonly known as the “sales tax”) shall be in an amount not to exceed one-half percent (0.5%).

The County Executive Officer will provide an update pursuant to the Board’s direction and seek additional direction regarding a Public Safety Special Tax.

ALTERNATIVES

The Board will be provided with several options to consider.

OTHER AGENCY INVOLVEMENT

Various County department staff contributed to the update.

FINANCING

Costs to provide this update are included in the Fiscal Year 2018-19 Adopted Budget. There is no additional General Fund impact.

ATTACHMENTS:

Description	Upload Date	Description
Draft Ordinance	7/19/2018	Draft Ordinance
Draft Resolution	7/20/2018	Draft Resolution

ORDINANCE NO. SCC 2018 - _____

**AN ORDINANCE OF THE BOARD OF SUPERVISORS OF THE COUNTY OF
SHASTA ENACTING CHAPTER 3.14 OF THE SHASTA COUNTY CODE
IMPOSING A ONE-HALF OF ONE PERCENT TRANSACTIONS AND USE TAX TO
BE ADMINISTERED BY THE CALIFORNIA DEPARTMENT OF TAX AND FEE
ADMINISTRATION FOR CERTAIN PUBLIC SAFETY PURPOSES**

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

SECTION I.

Chapter 3.14 is added to the Shasta County Code as follows:

Chapter 3.14

TRANSACTIONS AND USE TAX FOR PUBLIC SAFETY

Sections:

3.14.010	Title
3.14.020	Operative Date
3.14.030	Purpose
3.14.040	Contract with State
3.14.050	Transactions Tax Rate
3.14.060	Place of Sale
3.14.070	Use Tax Rate
3.14.080	Adoption of Provisions of State Law
3.14.090	Limitations on Adoption of State Law and Collection of Use Taxes
3.14.100	Permit Not Required
3.14.110	Exemptions and Exclusions
3.14.120	Amendments to State Law
3.14.130	Enjoining Collection Forbidden
3.14.140	Severability
3.14.150	Special Tax; Expenditure Plan
3.14.160	Special Tax; Annual Report
3.14.170	Effective Date
3.14.180	Termination Date
3.14.190	Relationship to Existing Tax

3.14.010 Title.

This ordinance shall be known as the Shasta County Public Safety Transactions and Use Tax Ordinance. The County of Shasta hereinafter shall be called "County." This ordinance shall be applicable in the incorporated and unincorporated territory of the County.

3.14.020 Operative Date.

"Operative Date" means the first day of the first calendar quarter commencing more than 110 days after November 6, 2018.

3.14.030 Purpose.

This ordinance is adopted to achieve the following, among other purposes, and directs that the provisions hereof be interpreted in order to accomplish those purposes:

- A. To impose a retail transactions and use tax in accordance with the provisions of Part 1.6 (commencing with Section 7251) of Division 2 of the Revenue and Taxation Code and Section 7285.5 of Part 1.7 of Division 2 which authorizes the County to adopt this tax ordinance which shall be operative if a (2/3) majority of the electors voting on the measure vote to approve the imposition of the tax at an election called for that purpose. The election shall be held on November 6, 2018.
- B. To adopt a retail transactions and use tax ordinance that incorporates provisions identical to those of the Sales and Use Tax Law of the State of California insofar as those provisions are not inconsistent with the requirements and limitations contained in Part 1.6 of Division 2 of the Revenue and Taxation Code.
- C. To adopt a retail transactions and use tax ordinance that imposes a tax and provides a measure therefor that can be administered and collected by the California Department of Tax and Fee Administration in a manner that adapts itself as fully as practicable to, and requires the least possible deviation from, the existing statutory and administrative procedures followed by the California Department of Tax and Fee Administration in administering and collecting the California State Sales and Use Taxes.
- D. To adopt a retail transactions and use tax ordinance that can be administered in a manner that will be, to the greatest degree possible, consistent with the provisions of Part 1.6 of Division 2 of the Revenue and Taxation Code, minimize the cost of collecting the transactions and use taxes, and at the same time, minimize the burden of record keeping upon persons subject to taxation under the provisions of this ordinance.

3.14.040 Contract with State.

Prior to the operative date, the County shall contract with the California Department of Tax and Fee Administration to perform all functions incident to the administration and operation of this transactions and use tax ordinance; provided, that if the County shall not have contracted with the California Department of Tax and Fee Administration prior to the operative date, it shall nevertheless so contract and in such a case the operative date shall be the first day of the first calendar quarter following the execution of such a contract.

3.14.050 Transactions Tax Rate.

For the privilege of selling tangible personal property at retail, a tax is hereby imposed upon all retailers in the incorporated and unincorporated territory of the County at the rate of one-half of one percent (0.5%) of the gross receipts of any retailer from the sale of all tangible personal property sold at retail in said territory on and after the operative date of this ordinance.

3.14.060 Place of Sale.

For the purposes of this ordinance, all retail sales are consummated at the place of business of the retailer unless the tangible personal property sold is delivered by the retailer or his agent to an out-of-state destination or to a common carrier for delivery to an out-of-state destination. The gross receipts from such sales shall include delivery charges, when such charges are subject to the state sales and use tax, regardless of the place to which delivery is made. In the event a retailer has no permanent place of business in the State or has more than one place of business, the place or places at which the retail sales are consummated shall be determined under rules and regulations to be prescribed and adopted by the California Department of Tax and Fee Administration.

3.14.070 Use Tax Rate.

An excise tax is hereby imposed on the storage, use or other consumption in the County of tangible personal property purchased from any retailer on and after the operative date of this ordinance for storage, use or other consumption in said territory at the rate of one-half of one percent (0.5%) of the sales price of the property. The sales price shall include delivery charges when such charges are subject to state sales or use tax regardless of the place to which delivery is made.

3.14.080 Adoption of Provisions of State Law.

Except as otherwise provided in this ordinance and except insofar as they are inconsistent with the provisions of Part 1.6 of Division 2 of the Revenue and Taxation Code, all of the provisions of Part 1 (commencing with Section 6001) of Division 2 of the Revenue and Taxation Code are hereby adopted and made a part of this ordinance as though fully set forth herein.

3.14.090 Limitations on Adoption of State Law and Collection of Use Taxes.

In adopting the provisions of Part 1 of Division 2 of the Revenue and Taxation Code:

- A. Wherever the State of California is named or referred to as the taxing agency, the name of this County shall be substituted therefor. However, the substitution shall not be made when:
 - 1. The word "State" is used as a part of the title of the State Controller, State Treasurer, State Treasury, or the Constitution of the State of California;
 - 2. The result of that substitution would require action to be taken by or against this County or any agency, officer, or employee thereof rather than by or against the California Department of Tax and Fee Administration, in performing the functions incident to the administration or operation of this Ordinance.
 - 3. In those sections, including, but not necessarily limited to sections referring to the exterior boundaries of the State of California, where the result of the substitution would be to:
 - a. Provide an exemption from this tax with respect to certain sales, storage, use or other consumption of tangible personal property which would not otherwise be exempt from this tax while such sales, storage, use or other consumption remain subject to tax by the State under the provisions of Part 1 of Division 2 of the Revenue and Taxation Code, or;
 - b. Impose this tax with respect to certain sales, storage, use or other consumption of tangible personal property which would not be subject to tax by the state under the said provision of that code.
 - 4. In Sections 6701, 6702 (except in the last sentence thereof), 6711, 6715, 6737, 6797 or 6828 of the Revenue and Taxation Code.
- B. The word "County" shall be substituted for the word "State" in the phrase "retailer engaged in business in this State" in Section 6203 and in the definition of that phrase in Section 6203.

3.14.100 Permit Not Required.

If a seller's permit has been issued to a retailer under Section 6067 of the Revenue and Taxation Code, an additional transactor's permit shall not be required by this ordinance.

3.14.110 Exemptions and Exclusions.

- A. There shall be excluded from the measure of the transactions tax and the use tax the amount of any sales tax or use tax imposed by the State of California or by any city, city and county, or county pursuant to the Bradley-Burns Uniform Local Sales and Use Tax Law or the amount of any state-administered transactions or use tax.
- B. There are exempted from the computation of the amount of transactions tax the gross receipts from:
 - 1. Sales of tangible personal property, other than fuel or petroleum products, to operators of aircraft to be used or consumed principally outside the County in which the sale is made and directly and exclusively in the use of such aircraft as common carriers of persons or property under the authority of the laws of this State, the United States, or any foreign government.
 - 2. Sales of property to be used outside the County which is shipped to a point outside the County, pursuant to the contract of sale, by delivery to such point by the retailer or his agent, or by delivery by the retailer to a carrier for shipment to a consignee at such point. For the purposes of this paragraph, delivery to a point outside the County shall be satisfied:
 - a. With respect to vehicles (other than commercial vehicles) subject to registration pursuant to Chapter 1 (commencing with Section 4000) of Division 3 of the Vehicle Code, aircraft licensed in compliance with Section 21411 of the Public Utilities Code, and undocumented vessels registered under Division 3.5 (commencing with Section 9840) of the Vehicle Code by registration to an out-of-County address and by a declaration under penalty of perjury, signed by the buyer, stating that such address is, in fact, his or her principal place of residence; and
 - b. With respect to commercial vehicles, by registration to a place of business out-of-County and declaration under penalty of perjury, signed by the buyer, that the vehicle will be operated from that address.
 - 3. The sale of tangible personal property if the seller is obligated to furnish the property for a fixed price pursuant to a contract entered into prior to the operative date of this ordinance.
 - 4. A lease of tangible personal property which is a continuing sale of such property, for any period of time for which the lessor is obligated to lease the property for an amount fixed by the lease prior to the operative date of this ordinance.
 - 5. For the purposes of subparagraphs (3) and (4) of this section, the sale or lease of tangible personal property shall be deemed not to be obligated

pursuant to a contract or lease for any period of time for which any party to the contract or lease has the unconditional right to terminate the contract or lease upon notice, whether or not such right is exercised.

- C. There are exempted from the use tax imposed by this ordinance, the storage, use or other consumption in this County of tangible personal property:
1. The gross receipts from the sale of which have been subject to a transactions tax under any state-administered transactions and use tax ordinance.
 2. Other than fuel or petroleum products purchased by operators of aircraft and used or consumed by such operators directly and exclusively in the use of such aircraft as common carriers of persons or property for hire or compensation under a certificate of public convenience and necessity issued pursuant to the laws of this State, the United States, or any foreign government. This exemption is in addition to the exemptions provided in Sections 6366 and 6366.1 of the Revenue and Taxation Code of the State of California.
 3. If the purchaser is obligated to purchase the property for a fixed price pursuant to a contract entered into prior to the operative date of this ordinance.
 4. If the possession of, or the exercise of any right or power over, the tangible personal property arises under a lease which is a continuing purchase of such property for any period of time for which the lessee is obligated to lease the property for an amount fixed by a lease prior to the operative date of this ordinance.
 5. For the purposes of subparagraphs (3) and (4) of this section, storage, use, or other consumption, or possession of, or exercise of any right or power over, tangible personal property shall be deemed not to be obligated pursuant to a contract or lease for any period of time for which any party to the contract or lease has the unconditional right to terminate the contract or lease upon notice, whether or not such right is exercised.
 6. Except as provided in subparagraph (7), a retailer engaged in business in the County shall not be required to collect use tax from the purchaser of tangible personal property, unless the retailer ships or delivers the property into the County or participates within the County in making the sale of the property, including, but not limited to, soliciting or receiving the order, either directly or indirectly, at a place of business of the retailer in the County or through any representative, agent, canvasser, solicitor, subsidiary, or person in the County under the authority of the retailer.
 7. "A retailer engaged in business in the County" shall also include any retailer of any of the following: vehicles subject to registration pursuant to Chapter

1 (commencing with Section 4000) of Division 3 of the Vehicle Code, aircraft licensed in compliance with Section 21411 of the Public Utilities Code, or undocumented vessels registered under Division 3.5 (commencing with Section 9840) of the Vehicle Code. That retailer shall be required to collect use tax from any purchaser who registers or licenses the vehicle, vessel, or aircraft at an address in the County.

- D. Any person subject to use tax under this ordinance may credit against that tax any transactions tax or reimbursement for transactions tax paid to a county imposing, or retailer liable for a transactions tax pursuant to Part 1.6 of Division 2 of the Revenue and Taxation Code with respect to the sale to the person of the property for storage, use or other consumption of which is subject to the use tax.

3.14.120 Amendments to State Law.

All amendments subsequent to the effective date of this ordinance to Part 1 of Division 2 of the Revenue and Taxation Code relating to sales and use taxes and which are not inconsistent with Part 1.6 and Part 1.7 of Division 2 of the Revenue and Taxation Code, and all amendments to Part 1.6 and Part 1.7 of Division 2 of the Revenue and Taxation Code, shall automatically become a part of this ordinance, provided however, that no such amendment shall operate so as to affect the rate of tax imposed by this ordinance.

3.14.130 Enjoining Collection Forbidden.

No injunction or writ of mandate or other legal or equitable process shall issue in any suit, action or proceeding in any court against the State or the County, or against any officer of the State or the County, to prevent or enjoin the collection under this ordinance, or Part 1.6 of Division 2 of the Revenue and Taxation Code, of any tax or any amount of tax required to be collected.

3.14.140 Severability.

If any provision of this ordinance or the application thereof to any person or circumstance is held invalid, the remainder of the ordinance and the application of such provision to other persons or circumstances shall not be affected thereby.

3.14.150 Special Tax; Expenditure Plan.

- A. The transactions and use tax imposed by this ordinance is a special tax for specific public safety purposes which are of general interest and benefit to all persons in the County. The proceeds from the tax shall be deposited into the County Treasury in a separate, special fund (the "Fund") and shall be expended only for those public purposes as described in Subsection B below.
- B. Monies deposited into the Fund, together with any interest that accrues thereon, shall be used exclusively for the following purposes:

1. Construction, repair, maintenance, and operation resulting in the expansion of and additions to existing County jail and adult detention facilities.
2. Construction, repair, maintenance, and operation of additional County jail and adult detention facilities.
3. Law enforcement protection in the unincorporated areas of the County.

3.14.160 Special Tax; Annual Report.

The Shasta County Auditor-Controller shall, within one year after the operative date of this Ordinance, and at least once a year thereafter, submit a report to the Board of Supervisors that shall contain the following information: (1) the amount of funds collected and expended; and (2) the status of any project required or authorized to be funded under this Ordinance.

3.14.170 Effective Date.

This ordinance relates to the levying and collecting of a County transactions and use tax and shall take effect on November 6, 2018 after certification of the vote, if the measure is approved by two-thirds of the electors voting on the measure at the election held that day.

3.14.180 Termination Date.

The authority to levy the transactions and use tax imposed by this ordinance shall remain effective until the Board of Supervisors, by a four-fifths vote, repeals this ordinance, or the voters repeal this ordinance.

3.14.190 Relationship to Existing Tax.

The transactions and use tax imposed by this ordinance is separate from, and in addition to, any other taxes currently imposed by the County. Nothing in this ordinance shall be interpreted to affect the rate or administration of any tax other than the transactions and use imposed by this ordinance.

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SECTION II.

All former ordinances and resolutions, or parts thereof, confliction or inconsistent with the provisions of this ordinance are hereby repealed. The Clerk of the Board shall cause this ordinance to be published as required by law.

DULY PASSED AND ADOPTED this ____ day of _____ 2018, by the Board of Supervisors, County of Shasta, State of California, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:
RECUSE:

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

ATTEST:

LAWRENCE G. LEES
Clerk of the Board of Supervisors

By: _____
Deputy

RESOLUTION NO. 2018-_____

**RESOLUTION OF THE BOARD OF SUPERVISORS
OF THE COUNTY OF SHASTA
CALLING AN ELECTION AND CONSOLIDATING IT WITH THE
NOVEMBER 6, 2018 GENERAL ELECTION FOR THE PURPOSE OF
SUBMITTING TO THE VOTERS A MEASURE TO ADOPT A ONE-HALF CENT
SPECIAL TRANSACTIONS AND USE (SALES) TAX**

WHEREAS, the Board of Supervisors (the "Board") of the County of Shasta ("County") desires to place a ballot measure before the voters at the November 6, 2018, general election to adopt a Transactions and Use (Sales) Tax ordinance (the "Ordinance"), as authorized by California Revenue and Taxation Code section 7285.5; and

WHEREAS, the Ordinance imposes a one-half cent transactions and use tax ("Sales Tax") to be collected in the manner set forth in the Ordinance, and deposited into a dedicated fund for the special public safety purposes as identified in the Ordinance; and

WHEREAS, in order for the Ordinance to become effective, it must be approved by a two-thirds of the qualified electors casting votes; and

WHEREAS, it is in the best interests of the County of Shasta and its citizens to call an election and place the Ordinance on the ballot for the November 6, 2018 General Election.

NOW, THEREFORE, BE IT RESOLVED by the Shasta County Board of Supervisors, State of California, as follows:

1. The foregoing recitals are true and correct, and the Board so finds and determines.
2. The Ordinance authorizing the special tax is as set forth in Exhibit A.
3. Pursuant to the provisions of Elections Code section 9140 and Revenue & Taxation Code section 7285.5, the Board of Supervisors hereby approves the Ordinance, the form thereof, and orders and proclaims that the Ordinance shall be submitted to the voters of the County of Shasta at the General Election to be held and conducted on the 6th day of November, 2018. The manner of holding the election and the procedure for voting for and against the question presented shall be as set forth in the Elections Code for a general election.
4. The Shasta County Clerk/Registrar of Voters is directed to assign an appropriate letter to this measure in a manner consistent with Elections

Code section 13116. The Shasta County Clerk/Registrar of Voters has tentatively assigned this measure with the letter E.

5. Elections Code sections 9160, *et seq.*, shall apply to this election.
6. In accordance with section 13119 of the Elections Code, the following measure shall be submitted as a measure on the ballot at said general election, and that the County Clerk/Registrar of Voters be, and hereby is, instructed to place the same on the ballot at said election in the following form:

Shall Shasta County Ordinance SCC 2018-____ be adopted?

Allows the County of Shasta to enact a one-half cent sales tax throughout the entire county, providing approximately \$14,800,000 annually, for the specific purpose of providing funding for: (1) construction, repair, maintenance, and operation resulting in the expansion of and additions to existing County jail and adult detention facilities; (2) construction, repair, maintenance, and operation of additional County jail and adult detention facilities; and (3) law enforcement protection in the unincorporated areas of the County, and creates an annual reporting requirement detailing how the funds have been spent. The sales tax will be in effect until repealed by the Board of Supervisors by a 4/5 vote or repealed by the voters.

YES

NO

7. The impartial analysis by the County Counsel in the form required by Elections Code section 9160 (b) shall be prepared and filed with the County Clerk/Registrar of Voters on a date to be determined by the County Clerk/Registrar of Voters pursuant to Elections Code section 9163.
8. The Shasta County Auditor-Controller is directed to review the Ordinance and determine whether the substance thereof, if adopted, would affect the revenues or expenditures of the County and prepare a fiscal impact statement which estimates the amount of any increase or decrease in revenues or costs to the County if the Ordinance is adopted. The Auditor-Controller's fiscal impact statement will be included in the official ballot materials pursuant to Elections Code § 9160.
9. The entire text of the Ordinance shall not be printed in the voter information section of the sample ballot and, instead, pursuant to Elections

Code section 9160, shall be printed immediately below the County Counsel's impartial analysis, in no less than 10-point boldface type, a legend substantially as follows:

"The above statement is an impartial analysis of Ordinance _____ or Measure E. If you desire a copy of the ordinance or measure, please call the elections official's office at 530-225-5730 and a copy will be mailed at no cost to you."

Pursuant to Elections Code section 9160, the Shasta County Clerk/Registrar of Voters may, at her discretion, add the following message:

"You may also access the full text of the measure on the county Web site at the following Web site address <https://www.elections.co.shasta.ca.us>."

Should the Shasta County Clerk/Registrar of Voters assign this measure a letter other than letter E, the second paragraph of this section shall be amended in accordance with the Shasta County Clerk/Registrar of Voters assignment of an appropriate letter to this measure in a manner consistent with Elections Code section 13116.

10. This tax is a special tax requiring the approval of two-thirds of the qualified electors casting votes.
11. This Proclamation of Election is hereby issued for said election and the measure to be voted on in accordance with the terms hereinabove stated.
12. Based on all of the information presented at the Board of Supervisors meeting on July 31, 2018, the Board of Supervisors finds under the California Environmental Quality Act ("CEQA") guidelines section 15060(c)(2) and 15378, subdivisions (2) and (4) of subdivision (b), the

proposed tax measure does not constitute a project under CEQA and, therefore, review under CEQA is not required.

DULY PASSED AND ADOPTED this ____th day of July, 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: July 24, 2018

CATEGORY: Regular - General Government-4.

SUBJECT:

DEPARTMENT: Administrative Office

Supervisory District No. : All

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

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

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

RECOMMENDATION

(1) Receive Fiscal Year (FY) 2017-18 Shasta County Grand Jury Reports entitled "Community Corrections Partnership - AB 109 Funds" and "Shasta County Jail: Funding and Capacity;" (2) Review proposed responses to Shasta County Grand Jury reports entitled "Community Corrections Partnership - AB 109 Funds" and "Shasta County Jail: Funding and Capacity" and receive input from the Board of Supervisors; and (3) Authorize the Chairman to sign the proposed responses to the FY 2017-18 Shasta County Grand Jury Reports entitled "Community Corrections Partnership - AB 109 Funds" and "Shasta County Jail: Funding and Capacity."

SUMMARY

N/A

DISCUSSION

On June 7, 2018, the FY 2017-18 Shasta County Grand Jury released the report entitled "Community Corrections Partnership - AB 109 Funds." On June 4, 2018, the FY 2017-18 Shasta County Grand Jury released the report entitled "Shasta County Jail: Funding and Capacity." A copy of those reports is attached.

The Grand Jury Reports contain findings and recommendations requiring responses from the Board of Supervisors. Attached are the proposed responses for the Board's consideration.

ALTERNATIVES

The Board may determine to revise the proposed responses. There is a legal requirement to respond within 90 days of receipt of the Final Report.

OTHER AGENCY INVOLVEMENT

The proposed responses to the findings and recommendations were drafted by the County Executive Officer for the Board's approval and signature and were reviewed by County Counsel.

FINANCING

There is no direct financial impact in adopting the proposed response; however, implementing some of the recommendations may have an as yet determined cost.

ATTACHMENTS:

Description	Upload Date	Description
FY17-18 GJ CCP AB 109 Report	7/19/2018	FY17-18 GJ CCP AB 109 Report
Proposed Responses AB109	7/19/2018	Proposed Responses AB109
FY17-18 GJ Jail Funding Capacity Report	7/19/2018	FY17-18 GJ Jail Funding Capacity Report
Proposed Responses Jail Capacity and Funding	7/19/2018	Proposed Responses Jail Capacity and Funding

2017 – 2018 SHASTA COUNTY GRAND JURY
Community Corrections Partnership – AB 109 Funds
\$45.7 Million for Public Safety – Where Has it Gone?

SUMMARY

Since 2011, Shasta County has received Assembly Bill 109 funding from the State of California for use in dealing with persons formerly incarcerated in State prisons and reassigned to County responsibility. The 2017-2018 Shasta County Grand Jury found that the Shasta County Community Corrections Partnership has received over \$45.7 million from October 2011 through December 2017 for this purpose. This money was specifically designated to compensate Shasta County for the additional costs incurred due to California Assembly Bill 109 (2011). Until January 2018, over \$39 million of these funds had already been distributed –without use of a standardized system to evaluate and approve funding requests.

The intent of Assembly Bill 109 funding is to add to and create rehabilitative programs and services to reduce recidivism. Review of County budgets show the monies have, at times, been used for programs previously funded by the County general fund. This reduces the opportunities for new rehabilitative programs and services.

This is evidenced by the Shasta County Jail where funded jail beds have not increased above 2008 levels, despite an influx of Assembly Bill 109 funding. Jail beds are currently at capacity. Two thirds of this capacity has been provided using Assembly Bill 109 funds. Shasta County General Funds could have been used, as previously allocated to provide funding for all three detention levels at the Jail. This would have allowed over \$2 million in Assembly Bill 109 funds to still be available for the operational costs of expanded Jail capacity. The Grand Jury found that the County should be using General Funds to fund current capacity. Assembly Bill 109 funds could be used for operational costs of the expansion of Jail facilities.

The Community Corrections Partnership has also recently begun funding ongoing Shasta County public safety programs using unspent fund balances, which will be depleted by the end of FY 2020-2021. This depletion of funds will leave a \$2 million budget shortfall. The majority of this budget funds programs and services for the Shasta County Probation Department and the Shasta County Jail. The Shasta County Grand Jury also found that the Community Corrections Partnership does not routinely collect evaluative data or require program evaluations to show that current spending is effective in reducing recidivism, the intent of Assembly Bill 109 legislation. Of all funded programs, the Day Reporting Center is the only program that voluntarily provides such data.

The Shasta County Board of Supervisors has not appointed a member or designee to sit on the Community Corrections Partnership, as required by law. This is significant because the Board of Supervisors is responsible for approving the Community Corrections Partnership plans and budgets. Without regular attendance at its meetings, the Board of Supervisors risks making

decisions on approximately \$9 million in public safeties monies annually, without being fully informed.

This investigation was undertaken by the Shasta County Grand Jury after routine reviews of Shasta County budgets indicated that County funding appeared, at times, to have been replaced by Assembly Bill 109 funding. The Shasta County Grand Jury recommends that the Board of Supervisors identify alternate funding sources to offset the 25% decrease in available Assembly Bill 109 funding that will occur in the next two to three years. The Shasta County Grand Jury also recommends that the Board of Supervisors review information on how spending of Assembly Bill 109 funds has reduced recidivism before approving future budgets.

Additionally, the Shasta County Grand Jury recommends that the Board of Supervisors ensure that Assembly Bill 109 funds allocated to the Shasta County Jail be used to support increased capacity above pre-Assembly Bill 109 levels or redirected to other purposes consistent with Assembly Bill 109 objectives.

BACKGROUND

The 2017-2018 Shasta County Grand Jury (Grand Jury) investigated the use of Assembly Bill 109 (AB 109) funds after noting areas of the Shasta County budget, including long-term public safety costs, are currently partially funded by AB 109 funds. AB 109 funding was previously studied by the 2011-2012 Shasta County Grand Jury in a report titled "All Talk and NO Action".

In October 2009, Senate Bill 678 added Penal Code § 1230(b)(2)(A-M), which, among other things, created the Community Corrections Partnership (CCP).

By statute this Partnership shall be composed of:

- *The chief probation officer.*
- *The presiding judge of the superior court, or his or her designee.*
- *The head of the county department of employment.*
- *A county supervisor or the chief administrative officer for the county or a designee of the board of supervisors. [the only position not currently filled]*
- *The district attorney.*
- *The public defender.*
- *The sheriff.*
- *A chief of police.*
- *The head of the county department of social services.*
- *The head of the county department of mental health.*
- *The head of the county alcohol and substance abuse programs.*
- *The head of the county office of education.*
- *A representative from a community-based organization with experience in successfully providing rehabilitative services to persons who have been convicted of a criminal offense.*
- *An individual who represents the interests of victims.*

The Community Corrections Partnerships were assigned an advisory role to each county's community corrections program, developed and implemented by probation departments as specified in the Penal Code § 1230(b)(1).

In 2011, the California State Legislature passed AB 109 and Assembly Bill 117 (AB 117). These two pieces of legislation, known as 2011 Public Safety Realignment (Realignment), became the cornerstone of California's solution to the U.S. Supreme Court 2011 order, *BROWN v. PLATA* (No. 09-1233), which mandated a reduction in the number of inmates in the State's 33 prisons. The goals of these Assembly bills included a reduction of prison overcrowding and a correlated reduction in costs, and a reduction of recidivism (return to criminal activity). These reductions were to be achieved by transferring inmates to county detention facilities and probation departments.

Under Realignment, newly convicted low-level offenders without serious or violent offenses, either current or prior, would stay in county jails to serve their sentences rather than be sent to State prison.

AB 109 specified how sentencing, custody, probation, and funding would be changed through the development of county-specific implementation plans. Its companion bill, AB 117, stated that county Community Correction Partnerships (CCPs) would be responsible for designing and implementing these county-specific plans and submitting them to the California Board of State and Community Corrections (BSCC).

AB 117 also created a seven-member Community Corrections Partnership Executive Committee (CCP Executive Committee) from the existing CCP members. By statute, this Executive Committee is comprised of the following members of the CCP:

- *the chief probation officer*
- *a chief of police*
- *the sheriff*
- *the District Attorney*
- *the Public Defender*
- *the presiding judge of the superior court (or his/her designee)*
- *one department head from either the county department of social services, mental health, employment or alcohol and substance abuse programs, as designated by the county board of supervisors.*

CCP Executive Committees are charged with making recommendations to their boards of supervisors about their local implementation plans and the boards of supervisors may reject those plans. The CCP Executive Committees are also charged with overseeing and managing those plans.

AB 109 funds consist of proceeds from vehicle license fees and a portion of State sales tax. These funds are allocated to counties to deliver corrections services no longer provided by the State. They are distributed in each county, in accordance with its CCP implementation plan.

METHODOLOGY

The Grand Jury reviewed:

- “All Talk and NO Action,” 2011-2012 Shasta County Grand Jury Report
- Allocations from the State of California: California State Controller, Community Corrections, from 2011 to December 2017
- Assembly Bills 94 and 111 (2011), “Criminal Justice Realignment”
- Assembly Bills 109 and 117 (2011), “Public Safety Realignment”
- Assembly Bill 118, “Local Revenue Fund 2011”
- Senate Bill 678 (2009), “Criminal Recidivism”
- Senate Bill 87 (2011), “Public Safety: Omnibus”
- Senate Bill 89 (2011), “Vehicles: Vehicle License Fee and Registration Fee”
- Senate Bill 85 (2015), “Public Safety”
- Proposition 30 (2012), “Temporary Taxes to Fund Education. Guaranteed Local Public Safety Funding. Initiative Constitutional Amendment.”
- Proposition 172 (1993), “Local Public Safety Protection and Improvement Act of 1993. Legislative Constitutional Amendment.”
- Board of State and Community Corrections, “2011 Public Safety Realignment Act Annual Reports” for 2013 through 2017
- Board of State and Community Corrections,” RC of Type II, III, IV Local Adult Detention Facilities, December 2006-April 2018”
- Shasta County Adopted Budgets from FY 2011-2012 through FY 2017-2018 for all Shasta County departments receiving AB 109 funding
- Shasta County Public Safety Realignment Implementation Plans for 2011, for FY 2012-2013 (revised), and for March 5, 2014
- Minutes of the Shasta County Community Corrections Partnership Executive Committee, from 2011 through March 2018
- Minutes of the Shasta County Community Corrections Partnership, from 2011 through March 2018
- Minutes of the Shasta County Board of Supervisors from 2011 through March 2018
- Periodic reports about the Day Reporting Center provided to the Shasta County Community Corrections Partnership Executive Committee from 2013 through January 2018
- “Evaluating the Effects of California’s Corrections Realignment on Public Safety”, August 2012, Public Policy Institute of California
- “Final Recommendation of Realignment Allocation Committee (RAC)”, October 2014, County Administrative Officers Association of California
- “Realignment AB 109 in California,” date of publication unknown, Shouse California Law Group
- Various local media articles on public safety

- Complaint for Declaratory Relief, County of Shasta, Plaintiffs v. Sheriff Jim Pope, Defendant: No. 115258. Filed March 10, 1993, in the Superior Court of the State of California in and for the County of Shasta.

The Grand Jury interviewed:

- Redding Police Department personnel
- Shasta County Administrative Office personnel
- Shasta County Auditor-Controller Office personnel
- Shasta County Board of Supervisors members and support personnel
- Shasta County District Attorney Office personnel
- Shasta County Health and Human Services Agency personnel
- Shasta County Probation Department personnel
- Shasta County Public Defender Office personnel
- Shasta County Sheriff's Office personnel
- Shasta County Superior Court of California personnel.

The Grand Jury attended:

- Meetings of the Shasta County Community Corrections Partnership Executive Committee and the Shasta County Community Corrections Partnership, October 2017 through April 2018

DISCUSSION

Both the Shasta County Community Corrections Partnership (CCP) and its CCP Executive Committee have been meeting regularly since June 8, 2011.

Role of the Shasta County Community Corrections Partnership

A review of existing minutes and Grand Jury interviews with some CCP members indicates that this larger group functions as a means for key community stakeholders to provide input to the CCP Executive Committee, especially during development of implementation plans. The CCP does not present reports at CCP Executive Committee meetings. While law allows the CCP to vote on agenda items, it is unknown whether such votes have been held. The CCP has had a quorum at only 11 of their 21 meetings since 2012.

Role of the Shasta County Community Corrections Partnership Executive Committee

The CCP Executive Committee has three fundamental roles as defined by State legislation:

1. Create and update as needed (with input from the CCP) a local implementation plan for the allocation of AB 109 funding for the purpose of supervision and custody of offenders, custody alternatives, assessments, and programs and services.
2. Designate the use of AB 109 funding to pay for specific programs and services that meet the intent of AB 109 legislation and the County's implementation plan.

3. Present both the plan and the budget for approval by the board of supervisors before allocation of funds.

The Shasta County Community Corrections Partnership Executive Committee is composed of:

- Shasta County Chief of Probation
- Shasta County's District Attorney
- Shasta County's Sheriff
- Shasta County Health and Human Service Director
- Shasta County Chief Public Defender
- Redding Chief of Police
- A designee of the Presiding Judge of Shasta County's Superior Court.

It is important to note that while the Chief of Probation is designated as the chair of this committee, this official has no more or less power than any other voting member. The chair may not act unilaterally to institute policies or procedures for the Partnership. Thus, the responsibility for decisions made by the Community Corrections Partnership is shared equally by all seven members.

Shasta County Community Correction Partnership's Implementation Plan

One of the requirements of AB 109 and AB 117 was for county Community Corrections Partnerships to develop and implement local plans. The CCPs would develop a plan with a focus on county public safety issues and ways of addressing them, with the intent to reduce recidivism. These county-specific plans were to outline supervision, incarceration and service needs of the newly-released offender population and develop programs and services to meet those needs.

Counties are required to submit an annual report detailing their progress in implementing their plans to the Board of State and Community Corrections (BSCC). These reports are subsequently published in an annual report by the BSCC.

The Shasta County Public Safety Realignment Plan of 2011 was approved September 27, 2011, by the Shasta County Board of Supervisors (BOS) and subsequently updated twice, once in October 2012, and again in March 2014. The guiding principles as outlined in the plan are to:

- Develop an approach to criminal offenders by using research and evidence-based practices
- Enhance community safety by reducing recidivism
- Identify offenders with highest risk to re-offend using evidence-based risk assessment tools and providing intensive supervision within the community
- Use research and evidence-based needs assessment tools to identify criminogenic needs and find, create or contract for targeted interventions to address those needs
- Increase offender accountability
- Focus resources on providing alternatives to criminal behavior
- Regularly measure and assess offender outcomes and modify programs, services, supervision and other elements of AB 109 with the goal of reducing recidivism.

State Funding for Community Corrections Partnership – AB 109 Funds

AB 109 funds come from State sales taxes and vehicle license fees. Proposition 30 (2012), created a constitutional amendment prohibiting the Legislature from reducing or removing realignment funding from the counties. Total allocations of AB 109 funds to all California counties increased from \$400 million in FY 2011-2012 to over \$1 billion in FY 2016-2017.

Shasta County Community Corrections Partnership Funding Totals

Since AB 109 became law in 2011, the Shasta County CCP has received State funding as noted in Table A:

AB 109 Receipts

Fiscal Year	Amount Received
2011-2012	\$3,392,656
2012-2013	\$6,583,181
2013-2014	\$7,697,249
2014-2015	\$7,362,179
2015-2016	\$9,990,847
2016-2017	\$7,839,982
2017-2018(1/2 year)	\$2,916,257
TOTAL	\$45,782,351

Table A

Purpose of Community Corrections Partnership Funding

According to Penal Code § 1228(d), the primary purpose of AB 109 monies is to provide funding for probation by providing rehabilitation and other alternatives to incarceration, thereby reducing returns to State prison and continuing to provide funding back to the counties. This section reads:

(d) Providing sustainable funding for improved, evidence-based probation supervision practices and capacities will improve public safety outcomes among adult felons who are on probation. Improving felony probation performance, measured by a reduction in felony probationers who are sent to prison because they were revoked on probation or convicted of another crime while on probation, will reduce the number of new admissions to state prison, saving taxpayer dollars and allowing a portion of those state savings to be redirected to probation for investing in community corrections programs.

The legislation does not mandate specifically how any California county is to meet its public safety realignment goals. It does require implementing evidence-based strategies that increase public safety while holding offenders accountable. According to Penal Code § 1230:

(3) Funds allocated to probation pursuant to this act shall be used to provide supervision and rehabilitative services for adult felony offenders subject to local supervision, and shall be spent on evidence-based community corrections practices and programs . . .

According to Penal Code §§ 1229 and 1230, those strategies include, but are not limited to:

- Electronic monitoring
- Mandatory community service
- Home detention
- Work furlough programs
- Restorative justice programs
- Day reporting
- Incarceration in county jail for up to 90 days.

The law also states that AB 109 funds shall not be used to replace existing County public safety funding, according to the California Government Code § 30026.5(e)(6): “The funds deposited . . . shall not be used by local agencies to supplant other funding for Public Safety Services.”

Shasta County Community Corrections Partnership Use of Funds

The Shasta County CCP has spent \$39,049,340 for public safety in Shasta County between 2011 and December 2017. As of December 2017, the unspent fund balance was \$6,733,011.

The majority of Shasta County’s AB 109 funding has been allocated to two departments: Probation and the Sheriff’s Office, as illustrated in Chart A. For the purposes of this report, the Grand Jury focused on the two departments which account for 90% of this funding.

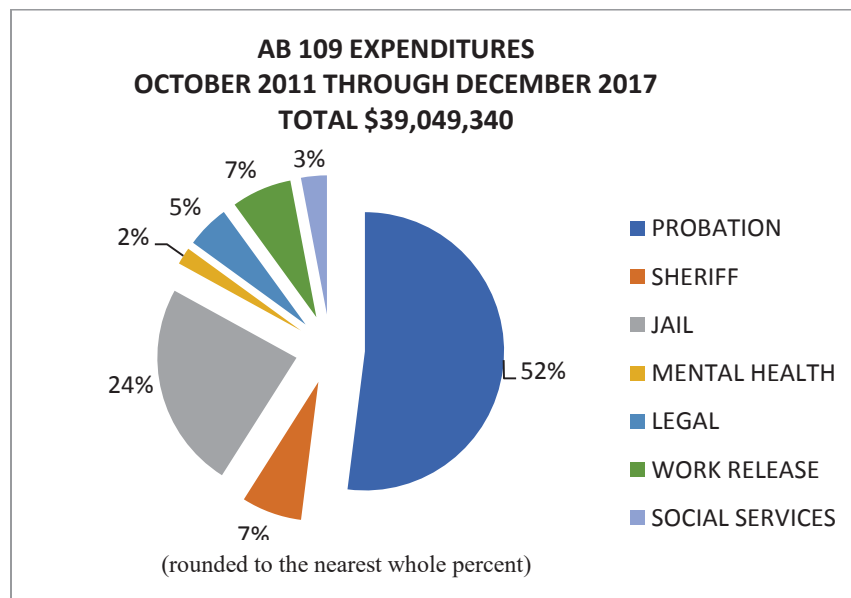


Chart A

Probation Department's Use of CCP Funds

The Probation Department (Probation), by virtue of the responsibilities imposed on it by the 2011 realignment, receives 52% of AB 109 funding which, in turn, provides 45% of this Department's budget. This funding has been used to more than double probation staff from 25-55. Probation now supervises AB 109 offenders who used to be under the supervision of State Parole officers. AB 109 probation funds also support a variety of programs, activities and services designed to assist in the successful re-entry of offenders into the community. Probation activities directed towards AB 109 offenders include but are not limited to:

- Successful Transitions on Probation and Parole (STOPP) – A single mandatory meeting for recently released probationers to provide access to mandated post-release services
- Supervision of convicted felons granted probation and placed on Post Release Community Supervision (PRCS)
- Drug and alcohol abuse counseling
- Mental health services
- Step-Up program – assists offenders with obtaining trade skills or earning an AA degree
- PATH Program – dedicated to assisting offenders with finding and keeping, safe and affordable housing
- Day Reporting Center (DRC) – provides intensive behavioral services to high-risk offenders
- Supervised Own Recognizance Program (SOR) – supervises select pre-sentenced offenders via GPS monitoring.

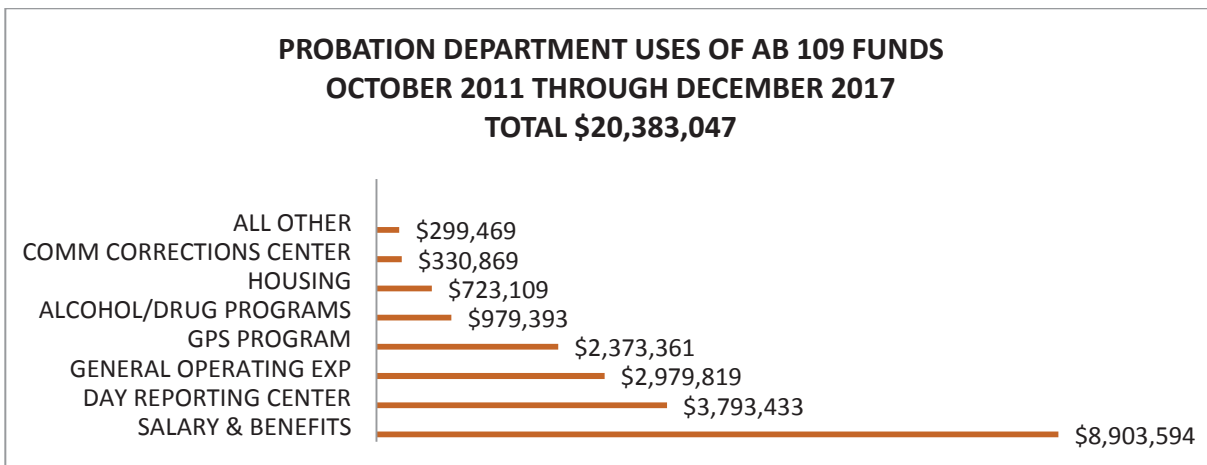


Chart B

Sheriff's Office Use of CCP Funds

The Sheriff's Office is the second largest recipient of AB 109 funds in Shasta County. The Sheriff's Office receives funding for the Shasta County Jail (Jail), the Work Release program and Compliance as well as out-of-county jail beds.

- The Jail has received \$6,792,782 in AB 109 funds since FY 2011-2012. According to CCP minutes, this funding is currently used to pay for two of the three detention levels at the Jail.
- Work Release, a form of alternative incarceration, has received \$2,758,659. Since FY 2011-2012, this program has been 97% funded by CCP Funds. Prior to 2011, this program was funded principally by participating inmates and Proposition 172 funds.
- In addition to these two programs, the Sheriff has received \$2,808,970 to pay for costs associated with staff participation in the interdepartmental Compliance Team.
- AB 109 monies totaling \$2,544,756 have been used to fund out-of-county jail beds in several other counties. These funds pay for contracted care of Shasta County inmates by other counties using their excess jail capacity.

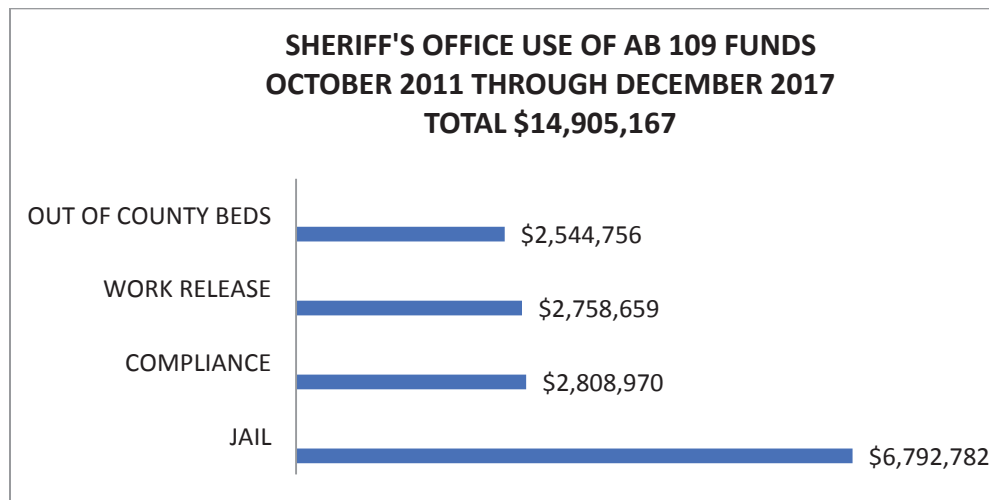


Chart C

CCP Unspent Fund Balances

Over the first three years of AB 109 funding, Shasta County's CCP spent significantly less than its revenues, partly due to a lack of established programs and services in place to support realignment. Over time, a considerable cash balance, totaling approximately \$8 million accumulated. Beginning in FY 2014-2015, as programs and services were developed, annual expenditures began to match revenues. In FY 2016-2017, the CCP began using its unspent balance to support spending for added programs and services.

These funds were allocated to ongoing expenses, rather than one-time expenses. Given the current rate of spending, CCP documents shared at its regular meetings indicate that the unspent balance will be expended during FY 2019-2020 as shown in Chart D. This decrease in available funding will necessitate reductions in currently funded programs.

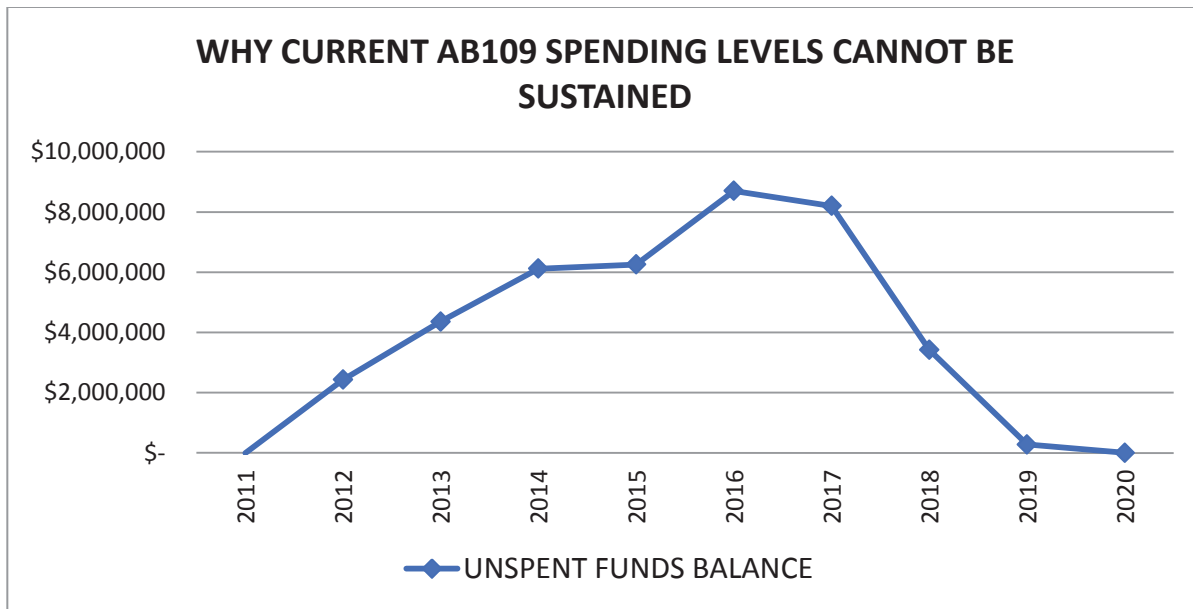


Chart D

As evidenced by Chart D, AB 109 unspent funds balances will be expended in 2020, at currently approved funding levels.

Role of the Shasta County Board of Supervisors

The BOS's main role in the use of AB 109 funds, mandated by law, is to accept or reject the CCP implementation plan and budgets. According to Penal Code § 1230.1(c), "the implementation plan is deemed accepted by the county board of supervisors unless the board rejects the plan by a vote of 4/5 of the board."

The current implementation plan was approved in 2014 and is the second revision of the original plan. Once the plan is approved, it remains in effect until revised by the CCP Executive Committee and accepted by the BOS.

The CCP Executive Committee develops an annual budget to support the implementation plan and submits that budget to the BOS for approval. Unlike the plan, the annual CCP Executive Committee budget requires only a majority vote to be approved.

The BOS is also mandated to provide a member, or designee, to sit on the CCP. According to Penal Code § 1230(b)(2)(B), "a county supervisor, the chief administrative officer for the county, or a designee of the board of supervisors" must be a member of the CCP. Since the BOS has not met this mandate, BOS members do not regularly attend CCP meetings. The BOS instead relies on minimal reports from Probation in determining its approval of the implementation plan and use of funds. In 2012, the BOS requested monthly written reports from the CCP. Only two such reports were ever submitted, one in 2012 and the other in 2013. No further requests were made of the CCP.

Role of the Shasta County Auditor-Controller

The Shasta County Auditor-Controller (Auditor) is an elected official. The Auditor's primary mission is to ensure the fiscal integrity of the County's financial records and to provide service, assistance and information to the public, the BOS, the County Administrative Office and County departments and employees. The Auditor-Controller is not a member of the CCP nor its Executive Committee but is a regular attendee and contributor at both CCP and CCP Executive Committee meetings. The Auditor has provided insight to the CCP regarding the use of unspent balances. The Auditor does not conduct audits of AB 109 funded agencies to assure that AB 109 funds do not replace Shasta County funding.

How Does the CCP Determine Its Allocation of Funds?

Funding requests made to the CCP, until January 2018, did not require any standardized format. Many requests for funding were made to the CCP only verbally, without any detailed analysis of how these funds met the goals of their implementation plan, or of how they have been or would be evaluated for effectiveness. Accordingly, CCP's decisions to make requests to the Board of Supervisors for budget approval did not contain detailed analysis of how proposed allocation of AB 109 funds met the goals of their implementation plan, or of how they have been or would be evaluated for effectiveness. Responsibility for funding decisions is equally shared by all seven members of the CCP Executive Committee

In January 2018, the CCP Executive Committee instituted by-laws that require funding requests, only if new or changed from the previous year, be in writing and include a description of the program or activity, the requested dollar amount and a "justification" for the request. It is unclear what is meant by the term "justification" in the by-laws. These new by-laws do not specifically require evaluation of how the funding would meet the purposes of the CCP's Implementation Plan, what data, if any, would be collected, or how the use of funding would be evaluated. There also is no requirement for any follow-up report to the CCP Executive Committee detailing the use of funds received.

In addition, according to the new by-laws, if the funding amount requested remains unchanged from the previous budget, no request for continued funding is needed. This is particularly significant because nearly all of available CCP funding is currently allocated to existing programs.

How is the Use of Community Corrections Partnership Funds Evaluated in Shasta County?

Use of CCP funds vary widely across California's counties. The specific use of funds is a policy decision made by local CCPs and, therefore, is not under the jurisdiction of the Grand Jury.

Instead, the Grand Jury sought to determine whether the Shasta County CCP has taken reasonable steps to evaluate how its programs, policies and use of AB 109 funds are contributing to Shasta County's public safety. The reduction of overcrowding in State prisons and the reduction of recidivism through evidenced-based rehabilitation programs is the primary goal of AB 109.

The Grand Jury notes that the CCP has allocated less than 20% of its funding for evidence-based programming, based on annual reports it submits to the Board of State and Community Corrections (BSCC). These reports do not comment on recidivism data. With few exceptions, the CCP does not collect data which would allow it to conduct evaluations of the effectiveness of its funded programs.

While some data for CCP programs is collected, most programs provide only administrative data, if any. An example of administrative data would include how many people are in the program. This data can be useful in evaluating baseline use of funding, such as number of people served, but will not accurately translate to meaningful discussions about which funded programs are able to provide the best use of CCP safety funds based on the stated use of AB 109 funds to reduce recidivism.

Only one program funded by the CCP collects and submits significant evidence-based data. The Day Reporting Center (DRC), a rehabilitation program operating under Probation, currently receives approximately 12% of Shasta County CCP funding to serve a population of 150 probationers. During Grand Jury interviews of various personnel for this report, the DRC was almost universally cited as the most successful use of CCP funds. It is worth noting that the DRC is an evidence-based, data-driven, contractor-run program which submits regular reports to the BOS. The DRC voluntarily tracks participant recidivism rates and provides them to both the BOS and the CCP in public reports.

While some programs show significant success, as evidenced by reducing recidivism, these programs may not receive additional funding for expansion of services due to competition for existing funds. Without data-driven outcome evaluation as a measure for funding decisions, the CCP is unable to direct allocation of funding towards programs which are shown to be more effective.

A key example of evidence-based programming being rejected in favor of funding for non-evidence-based programming is the possible expansion of DRC to the Burney Area or East Redding. Even though a number of potential participants are located in those areas, the expansion was voted down in 2013, and again in both 2017 and 2018.

The CCP has not determined what it considers to be “success” or “effectiveness” when it comes to use of funds, although these terms are used in report information submitted to the BSCC. Interviews conducted by the Grand Jury reflect a significant lack of clarity among responders about what “success” or “effectiveness” might mean when it comes to the use of AB 109 funds.

Recent surveys submitted by the CCP to the BSCC do mention program evaluation as a key goal. In order to meet this goal, over the last two years, Probation has spent more than \$15,000 to train Probation and Sheriff personnel in the Dr. Edward Latessa Evidence-Based Correctional Checklist Program and Evaluations Protocol. The purpose of this training was to provide staff with the tools necessary to determine the efficacy of rehabilitative programs so that funds could then be directed to those programs with proven successful outcomes.

Without outcome-based data of the various AB 109-funded programs and services, the BOS, which ultimately is responsible for approving the CCP's budget, is at a disadvantage when considering that budget.

Evaluations and Recidivism

Shasta County and CCP personnel encountered difficulty in providing the Grand Jury with reliable data on recidivism due to complexities in their ability to collect the data and accurately compile it. Evaluation of the use of AB 109 funds should include documentation of recidivism rates County-wide. Although, as previously stated, annual reports to the BSCC do not require reporting of recidivism rates. Reduction in recidivism is cited in the legislation as the major goal of AB 109 funding.

The Grand Jury determined that Shasta County CCP uses a different definition of recidivism than used by the BSCC due to the data on recidivism available in the County's case management system. Shasta County defines recidivism as a "subsequent adjudication or conviction for a misdemeanor or felony offender after being placed on a grant of supervision." This varies from the BSCC's recidivism definition which is a conviction of a new felony or misdemeanor committed within three years of release from custody or committed within three years of placement on supervision for a previous criminal conviction.

Are AB 109 Funds Used to Replace or Supplement Current County Public Safety Funding?

Another important measure of the effective use of AB 109 funds in Shasta County is whether those funds have been used in addition to (supplemented) Shasta County public safety funding or have replaced (supplanted) that funding. Since AB 109 legislation created new demands on county public safety needs, unless AB 109 funding is used in addition to Shasta County public safety funding, the overall effect on the County will be a greater demand on existing services. AB 109 funding is clearly designated for services which augment county services that existed before AB 109.

Government Code § 30025(f)(11) states: "This funding shall not be used by local agencies to supplant other funding for Public Safety Services." This is reiterated by Government Code § 30026.5(e)(6), which reads, "The funds deposited into a County Local Revenue Fund 2011 shall not be used by local agencies to supplant other funding for Public Safety Services."

Shasta County's allocation of AB 109 funding is sometimes problematic in this regard. In particular, the CCP, from September 2011 through December 2017, has allocated \$9,337,538 for the Shasta County Jail, including "Out-of-County beds" funding. In 2012, a significant amount of funding was designated, according to CCP Executive Committee minutes, to reopen the second detention level (floors 4 and 5) of the Jail after its closure in 2009, during the height of the recession. This funding has continued annually. Additional funding was designated to keep the third detention level (floors 8 and 9) of the Jail open in 2017, when the Shasta County Board of Supervisors approved a flat budget which would not cover anticipated increases in costs for the Jail. At that time, AB 109 funds were designated to replace money previously provided by the Shasta County General Fund. Shasta County CCP now provides approximately 13% of the

Shasta County Jail budget annually. AB 109 funds have been used to maintain the capacity of the Jail as County budgets remained flat, rather than increase the number of beds post-realignment. Capacity at the Jail is no higher than it was in 2008, despite two out of three detention levels being funded by AB 109.

While use of funds for Jail costs is not necessarily problematic, any AB 109 funds allocated should be used for the operational costs of increasing the capacity of the jail to above pre-AB 109 levels. This would impact public safety issues pushed back to the counties with AB 109 legislation. Currently, increasing capacity at the Jail is not possible, due to the constraints of the current facility. Two opportunities for State funding to increase Jail space have been turned down by the BOS due to lack of operational funds. Had the County used General Funds to provide pre-AB 109 capacity, AB 109 funds of approximately \$2 million would have been and would be available for operational costs of any expansion of the Jail. Currently, the BOS have identified no more than \$600,000 annually as available for operational costs of a Jail expansion.

Another example of potentially problematic funding is AB 109 monies for the Sheriff's Office Work Release program. Prior to AB 109, this program was fully funded for 150 inmates through contributions from offenders combined with other Shasta County revenues. At the present time, it is still fully funded for 150 inmates, but all funding now comes from AB 109 funds. Since 2011, the CCP has spent \$2.8 million on Work Release.

While most officials interviewed by the Grand Jury agreed that AB 109 legislation prohibits the use of AB 109 funding to supplant current County funding, there are no policies or procedures in place by the CCP to avoid or prohibit such funding. Shasta County is currently allowing AB 109 funds to be used in lieu of County funds at the Jail. No audit has been conducted to assure that line item and actual uses of funds are expended as approved.

Projections for Future Funding Deficits

The Shasta County CCP faces a budget deficit beginning in FY 2020-2021, based on projected expenditures. Current AB 109 spending is \$2 million over revenues and is based on the use of unspent fund balances, which will be depleted in two years. Grand Jury interviewees revealed a serious concern about future funding for the Jail and Probation, based on this looming deficit. An overall 25% reduction in AB 109 spending will be needed by FY 2020-2021 unless other sources of revenues become available.

AB 109 BUDGET DETAIL						
Proposed Budgets						
DEPARTMENT	FY 18/19	FY 19/20	FY 20/21	FY 21/22	FY 22/23	FY 23/24
Sheriff	\$ 4,137,564	\$ 4,137,564	\$ 4,137,564	\$ 4,137,564	\$ 4,137,564	\$ 4,137,564
HHSA	360,294	360,294	360,294	360,294	360,294	360,294
Public Defender	294,884	294,884	294,884	294,884	294,884	294,884
District Attorney	550,076	550,076	550,076	550,076	550,076	550,076
Probation	6,062,314	6,062,314	5,320,415	5,320,415	5,320,415	5,320,415
Totals	\$11,405,132	\$11,405,132	\$10,663,233	\$10,663,233	\$10,663,233	\$10,663,233
Beginning Fund Balance	6,493,649	3,349,003	204,357	(2,198,390)	(4,601,137)	(7,003,884)
Estimated Revenue	8,260,486	8,260,486	8,260,486	8,260,486	8,260,486	8,260,486
Ending Fund Balance	\$ 3,349,003	204,357	(2,198,390)	(4,601,137)	(7,003,884)	(9,406,632)

Table B

This deficit will exacerbate the CCP's inability to fund needed evidence-based programs. It will also compel the CCP to use a clear, data-driven measure for evaluation of funded programs to determine which ones will receive continued funding. There has been no discussion regarding the impact of this shortfall, so the Grand Jury is unable to determine the impact on programs and services currently funded by AB 109.

FINDINGS

- F1. The Shasta County Board of Supervisors has not complied with Penal Code § 1230(b)(2)(B) which requires "a county supervisor, the chief administrative officer for the county, or a designee of the board of supervisors" to be a member of the Community Corrections Partnership. The Board of Supervisors has routinely approved Community Corrections Partnership Assembly Bill 109 budgets of \$8-10 million annually, without this involvement.
- F2. The Shasta County Board of Supervisors has the authority to veto the Community Corrections Partnership budget, but its members have not requested regular written reports from the Community Corrections Partnership since 2012. The Board of Supervisor's lack of information related to this significant source of public safety funds creates a potential risk for effective budget decision-making.
- F3. The Community Corrections Partnership does not require all programs and services to collect outcome-based data or program evaluations to show whether current spending is effective in reducing recidivism. The Shasta County Board of Supervisors routinely approves Assembly Bill 109 budgets without review of the effectiveness of their programs, which creates a potential for less effective budget decisions.
- F4. The \$45,782,351 received by the Shasta County Community Corrections Partnership has not increased capacity at the Shasta County Jail or in the Shasta County Sheriff's Office Work Release program above 2008 levels. This means that State Assembly Bill 109 funding is being used to meet the pre-existing incarceration needs of Shasta County instead of providing additional incarceration capacity to serve the Assembly Bill 109 population.

- F5. Based on current funding and program spending, a 25% reduction in Assembly Bill 109 budgets will be required in FY 2020-2021 once unspent balances are depleted. Unless the Shasta County Board of Supervisors finds an alternate funding source, Shasta County will be unable to maintain current levels of public safety services.
- F6. There has been no audit to determine whether Assembly Bill 109 funds are being allocated as designated by Assembly Bill 109. Budgets and minutes of the Board of Supervisors and Community Corrections Partnership indicate that Assembly Bill 109 funds have been used to replace rather than add to Shasta County General Funds for public safety, indicating the need for such an audit.
- F7. Shasta County Community Corrections Partnership has distributed \$39,049,340 of its \$45,782,351 in California State Assembly Bill 109 funds without using any standardized format for funding requests or the review or approval of the requests. This has contributed to subjective funding distributions.

RECOMMENDATIONS

The Grand Jury recommends:

- R1. By September 30, 2018, the Shasta County Board of Supervisors designate one of its members, the chief administrative officer for the county, or a designee of the Board of Supervisors to sit on the Community Corrections Partnership, as required by Penal Code § 1230(b)(2)(B).
- R2. By September 30, 2018, the Shasta County Board of Supervisors begin requiring quarterly written reports from the Community Corrections Partnership that include information on Shasta County recidivism rates and the percentage of programs that are evidence-based.
- R3. By December 31, 2019, the Shasta County Board of Supervisors review program evaluations that demonstrate the effectiveness of budgeted services and programs before approving Community Corrections Partnership budgets.
- R4. By FY 2019-2020, the Shasta County Board of Supervisors ensure, prior to approving Community Corrections Partnership budgets, that any funds allocated to the Shasta County Jail and the Shasta County Sheriff's Office Work Release Program are used to support increased capacity above pre-Assembly Bill 109 levels or be redirected to another use consistent with Assembly Bill 109's objectives.
- R5. By June 30, 2019, the Shasta County Board of Supervisors create a funding plan to address the 25% reduction in public safety services that will occur in FY 2020-2021, after the depletion of unspent fund balances.
- R6. By June 30, 2019, the Shasta County Auditor-Controller conduct a focused audit to determine whether Assembly Bill 109 funds have been used to replace existing Shasta County funding and present the results to the Community Corrections Partnership and the Shasta County Board of Supervisors at a public meeting. This process should occur annually.

REQUEST FOR RESPONSES

Pursuant to Penal Code § 933.05, the following response/s is/are required:

From the following governing body (within 90 days):

- **Shasta County Board of Supervisors: F1, F2, F3, F4, F5, F7 and R1, R2, R3, R4, R5**

From the following elected county officers (within 60 days):

- **Shasta County Auditor-Controller: F6 and R6**

The Grand Jury recommends that all governing bodies place their responses to all Grand Jury Reports on their Regular Calendars for public discussion, not on their Consent Calendars.

INVITED RESPONSES

The Grand Jury invites the following responses:

From the following county official (within 60 days):

- **Shasta County Chief Probation Officer: F1, F2, F3, F4, F5, F6, F7 and R1, R2, R3, R4, R5, R6**

GLOSSARY

ALLOCATION – The approved division of an amount (usually of an appropriation) to be expended for a particular purpose during a specified time period.

ARREST - A short term event followed by custody if approved of by a legal judicial authority.

BUDGET - A budget is a plan used as a tool for deciding which activities will be chosen for funding for a future time period.

CALIFORNIA'S PUBLIC SAFETY REALIGNMENT – An initiative which represents an attempt by the State of California to reduce its prison population by shifting much of that population to probation and county jails. It was the result of a court-order in response to shortfalls in medical and mental health care for the State's prison population.

COMPLIANCE TEAM – The Compliance Team consists of members of the Shasta County Sheriff's Office, the Shasta County Probation Department and the Redding Police Department. This interdepartmental task force checks for compliance of individuals on Post-Release Community Supervision to see if they are following the terms of their release.

CONVICTION – A formal declaration that someone is guilty of a criminal offense, made by the verdict of a jury or the decision of a judge in a court of law.

CUSTODY – Detention of a person by lawful authority or process.

DETENTION – In a detention, the police need only reasonable suspicion to stop an individual, and a reasonable person would feel as though they could leave in a short amount of time.

EVIDENCE-BASED PRACTICES – “Evidence-based practices” refers to supervision policies, procedures, programs, and practices demonstrated by scientific research to reduce recidivism among individuals under local supervision. Evidence-based practices are a combination of the best research, clinical experience and the client’s desires.

INCARCERATION – The state of being confined in prison.

OUT-OF-COUNTY BEDS– Shasta County contracts with other counties to place inmates in those counties’ jails.

PAROLE – The release of a prisoner temporarily (for a special purpose) or permanently before the completion of a sentence, on the promise of good behavior. State Department of Prisons funded.

PROBATION – The release of an offender from detention, subject to a period of good behavior under supervision. County Probation Department funded.

RECIDIVISM – The act of reengaging in criminal offending despite having been punished. There are several different measures of recidivism: re-arrest, reconviction, and return to custody. Definition from Board of State and Community Corrections: Recidivism is defined as conviction of a new felony or misdemeanor committed within three years of release from custody or committed within three years of placement on supervision for a previous criminal conviction.

RESTORATIVE JUSTICE – This term refers to programs that emphasize the rehabilitation of offenders by working with both the victim and offender to address accountability and restitution to the benefit of the community at large.

SUPPLEMENT VS SUPPLANT – Supplement means to add. Supplant means to replace.

WORK RELEASE – This program, provided by the Sheriff’s Office in conjunction with the Probation Department, provides an alternative to incarceration. Offenders who qualify for Work Release live at home and during the week report to various worksites to perform public services.

APPENDIX: LEGISLATION

CALIFORNIA ASSEMBLY BILL 94 (2011 Realignment Legislation Addressing Public Safety)
- Came into effect upon the passage of AB 111. Authorizes counties that have received a conditional award under a specified jail facilities financing program to relinquish that award and reapply for a conditional award under a separate financing program. It lowered the county’s required contribution from 25 percent to 10 percent and, in addition, requires the California Department of Corrections and Rehabilitation and the Corrections Standard Authority to give funding preference to those counties that relinquish local jail construction conditional awards and agree to continue to assist the state in siting re-entry facilities.

CALIFORNIA ASSEMBLY BILL 109 (2011) - Transferred responsibility for supervising certain kinds of felony offenders and state prison parolees from state prisons and state parole

agents to county jails and probation officers. Counties receive funding through the AB 109 realignment funds based on their success in reducing recidivism. Also known as “Realignment”.

CALIFORNIA ASSEMBLY BILL 111 - Gave counties additional flexibility to access funding to increase local jail capacity for the purpose of implementing Realignment.

CALIFORNIA ASSEMBLY BILL 118 - Outlined the financial structure for allocating funds to a variety of accounts for realignment. It established the Local Revenue Fund 2011 for receiving revenue and appropriates from that account to the counties. It directed the deposit of revenues associated with 1.0625 percent of the state sales tax rate to be deposited in the Fund. It established a reserve account should revenues come in higher than anticipated. The reallocation formulas would be developed more permanently using appropriate data and information for the 2012-13 fiscal year and each fiscal year thereafter. It implemented sufficient protections to provide ongoing funding and mandated protection for the state and local government. The smallest of counties that benefitted from the minimum grant each received approximately \$77,000 in 2011-12.

CALIFORNIA SENATE BILL 87 - Provided counties with a one-time appropriation of \$25 million to cover costs associated with hiring, retention, training, data improvements, contracting costs, and capacity planning pursuant to each county’s AB 109 implementation plan.

CALIFORNIA SENATE BILL 89 - Dedicated a portion (\$12) of the Vehicle License Fee to the Local Revenue Fund 2011. Stipulated that revenue would come from two sources: freed-up VLF previously dedicated to DMV administration and VLF that was previously dedicated to cities for general purpose use. Estimated total amount of VLF revenue dedicated to realignment was \$354.3 million in 2011-2012.

CALIFORNIA SENATE BILL 678 - An act to add Section 1203.83 to the Penal Code, relating to probation. Created the Corrections Performance Incentives Fund (CCPIF) and authorized the State to annually allocate money into a State Corrections Performance Incentives Fund to be used for specified purposes relating to improving local probation supervision practices and capacities, as specified. In addition, this bill authorized counties, for purposes of providing evidence-based practices and supervision, to convene community corrections multidisciplinary teams engaged in providing community corrections supervision and evidence-based rehabilitation programs.

PROPOSITION 30 (2012) - One of the impacts of this sales/income tax increase proposal (“Temporary Taxes to Fund Education. Guaranteed Local Public Safety Funding. Initiative Constitutional Amendment.”) approved by California voters was that “Cities and counties are guaranteed ongoing funding for public safety programs such as local police and child protective services.” for a period of seven years, expiring on January 1, 2019.

PROPOSITION 172 (1993) - The title of this proposition was “Local Public Safety Protection and Improvement Act of 1993. Legislative Constitutional Amendment”. “By approving Proposition 172 at the November 1993 statewide special election, California voters established a permanent statewide half-cent sales tax for support of local public safety activities. Proposition

172 was placed on the ballot by the Legislature and the Governor to partially replace the \$2.6 billion in property taxes shifted from local agencies to local school districts as part of the 1993-94 state budget agreement.”

DISCLAIMERS

When there is a perception of a conflict of interest involving a member of the Grand Jury, that member has been required to recuse from any aspect of the investigation involving such a conflict and from voting on the acceptance of or rejection of that report. One member of the Grand Jury recused from this report.

Reports issued by the Grand Jury do not identify individuals interviewed. Penal Code § 929 requires that reports of the Grand Jury not contain the name of any person or facts leading to the identity of any person who provides information to the Grand Jury.

Released June 7, 2018



Shasta County

BOARD OF SUPERVISORS

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DAVID A. KEHOE, DISTRICT 1
LEONARD MOTY, DISTRICT 2
MARY RICKERT, DISTRICT 3
STEVE MORGAN, DISTRICT 4
LES BAUGH, DISTRICT 5

July 24, 2018

The Honorable Gary Gibson
Presiding Judge, Shasta County Superior Court
1500 Court St., Rm. 205
Redding, CA 96001

Dear Judge Gibson:

**Re: Response of Board of Supervisors to Fiscal Year 2017-2018 Grand Jury Report:
Community Corrections Partnership – AB 109 Funds**

The Shasta County Board of Supervisors appreciates the time and dedication which the 2017-2018 Grand Jurors contributed to their charge. The following findings and recommendations are under serious consideration and discussions are being held regarding solutions to any unresolved problems.

FINDINGS

The Grand Jury findings:

F1. The Shasta County Board of Supervisors has not complied with Penal Code Section 1230(b)(2)(B) which requires "a county supervisors, the chief administrative officer for the county, or a designee of the board of supervisors" to be a member of the Community Corrections Partnership. The Board of Supervisors has routinely approved Community Corrections Partnership Assembly Bill 109 budgets of \$8-10 million annually, without this involvement.

Response: The Board of Supervisors partially disagrees with the finding in that the Board of Supervisors requires involvement when approving any budget. The Community Correction Partnership had its first meeting on June 8, 2011, and has continued to meet on a regular basis. Since the first meeting, an Administrative Analyst from the County Administrative Office assigned to Public Safety has been in attendance as a voting member or alternate on behalf of the Board of Supervisors and has relayed information to the County Executive Officer. On June 26, 2018, the Board of Supervisors at ratified the appointments of the attending Administrative Analyst

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retroactive to June 8, 2011 and appointed a member and an alternate beginning June 26, 2018 with four-year terms.

F2. *The Shasta County Board of Supervisors has the authority to veto the Community Corrections Partnership budget, but its members have not requested regular written reports from the Community Corrections Partnership since 2012. The Board of Supervisors' lack of information related to this significant source of public safety funds creates a potential risk for effective budget decision-making.*

Response: The Board of Supervisors wholly disagrees with the finding. The Board of Supervisors can reject a Community Corrections Partnership Plan, *not* the annual Community Correction Partnership budget, by a 4/5 vote. The generalization that there is a lack of information due to the Board of Supervisors as a whole not requesting regular written reports is unwarranted. Individual Board members can access the online Community Correction Partnership and Community Corrections Partnership Executive Committee agendas and minutes. The Board members have immediate access to the Chief Probation Officer, Chair of both the Community Correction Partnership and Community Correction Partnership Executive Committee, should any questions or concerns arise. Realignment 2011 AB109 revenue for each applicable department is included in the Shasta County Recommended Budget which the Board members review each fiscal year.

In addition, on June 17, 2014, the Probation Department provided a presentation of Public Safety Realignment Programs to the Board of Supervisors. Three subsequent presentations were made to the Board. The presentations were made on June 23, 2015, June 7, 2016, and June 20, 2017. While these three presentations focused on the Day Reporting Center, information was presented on the realigned population. In addition, the Probation Department presents several treatment service contracts funded by the Community Correction Partnership to the Board of Supervisors for Board review and approval. Within the Board reports, the Probation Department reports on the benefits of the program, number of offenders served, and outcome measures.

F3. *The Community Corrections Partnership does not require all programs and services to collect outcome-based data or program evaluations to show whether current spending is effective in reducing recidivism. The Shasta County Board of Supervisors routinely approves Assembly Bill 109 budgets without review of the effectiveness of their programs, which creates a potential for less effective budget decisions.*

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Response: The Board of Supervisors partially disagrees with the finding. The Board of Supervisors reviews effectiveness of programs including those paid from Assembly Bill 109 funds prior to approving budgets. On August 17, 2016, the Community Correction Partnership Executive Committee approved the expenditure of \$10,500 from Community Corrections Partnership Planning Dollars to pay for staff to be trained by UC Corrections Institution on Dr. Edward Latessa Evidenced-Based Correctional Program Checklist and Evaluation Protocol. The Correctional Program Checklist allows for the development of internal capacity to sustain long-term program evaluation and improvement processes. The Correctional Program Checklist allows for program evaluation to assure interventions are being provided with fidelity to the models that have been proven to be effective with the offender population. In addition to assuring fidelity, this process will provide information about where improvements can be made and assist with development of an improvement plan when needed. Seven Probation Department Staff and one Sheriff's Department staff were certified in the Correctional Program Checklist in September 2017.

The Community Corrections Partnership budget for fiscal year 2018/19 includes \$17,000 to train the same group of staff in Correctional Program Checklist-Group Assessment. The Correctional Program Checklist-Group Assessment is a tool for assessing groups offered to offenders to assure the principles of effective interventions are being met. The training is planned for October 2018. Once completed, Shasta County will have eight staff trained in program and group evaluations and will conduct a minimum of two program/group Correctional Program Checklists annually.

In addition, the Probation Department presents several treatment service contracts funded by the Community Correction Partnership to the Board of Supervisors for approval. Within the board reports presented to the Board of Supervisors, the Probation Department reports on the benefits of the program, number of offenders served, and outcome measures. To be most effective, only a few programs can be evaluated in-depth at one time and this utilizes staff resources to conduct the evaluations.

F4. *The \$45,782,351 received by the Shasta County Community Corrections Partnership has not increased capacity at the Shasta County Jail or in the Shasta County Sheriff's Office Work Release program above 2008 levels. This means that State Assembly Bill 109 funding is being used to meet the pre-existing*

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incarceration needs of Shasta County instead of providing additional incarceration capacity to serve the Assembly Bill 109 population.

Response: The Board of Supervisors wholly disagrees with the finding. There is no legal requirement for the Community Corrections Partnership to recommend using AB109 funds to increase jail or work release program capacity. Penal Code section 1230.1(d) states "*Consistent with local needs and resources, the plan may include recommendations to maximize the effective investment of criminal justice resources in evidence-based correctional sanctions and programs, including, but not limited to, day reporting centers, drug courts, residential multiservice centers, mental health treatment programs, electronic and GPS monitoring programs, victim restitution programs, counseling programs, community service programs, educational programs, and work training programs.*" The Community Correction Partnership Executive Committee determines how the AB109 funding will be used each fiscal year.

In 2009, one of the three detention levels of the jail closed which reduced the jail capacity to 253. In 2012, Community Correction Partnership dollars were allocated to the Sheriff's Department to reopen the closed floor of the jail increasing capacity to 381. During the Community Correction Partnership Executive Committee planning process for Fiscal Year 2017/18, the Sheriff voiced concern about funding and closing one of the three detention levels of the jail due to budget shortfalls. The Sheriff requested additional Community Correction Partnership dollars to maintain all floors of the jail. These dollars were allocated to prevent a reduction in jail capacity. The Community Correction Partnership has funded out of county jail beds beginning in Fiscal Year 2012/2013. As of December 31, 2017, \$2,544,755.90 has been spent on out of county jail beds allowing for an increased capacity.

F5. *Based on the current funding and program spending, a 25% reduction in Assembly Bill 109 budgets will be required in FY 2020-2021 once unspent balances are depleted. Unless the Shasta County Board of Supervisors finds an alternate funding source, Shasta County will be unable to maintain current levels of public safety services.*

Response: The Board of Supervisors wholly disagrees with the finding. The timing of the actual depletion of community corrections AB109 reserves is unknown at this time. The Community Corrections Partnership Executive Committee, which is the entity that administers the community corrections AB109 budget, has projections that are dependent on actual spending of the AB109 funds each fiscal year. Unspent funds

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“roll over” and may be available for the following fiscal year. The Community Corrections Partnership Executive Committee will determine how to address any declining AB109 reserves and adjust their future budgets accordingly.

Additionally, the Board of Supervisors held a series of Special Meetings to discuss Public Safety and funding needs and opportunities. On July 10, 2018, the Board of Supervisors directed staff to determine how much funding is needed to increase public safety services which may include a special sales tax allocated to public safety.

F6. *There has been no audit to determine whether Assembly Bill 109 funds are being allocated as designed by Assembly Bill 109. Budgets and minutes of the Board of Supervisors and Community Corrections Partnership indicate that Assembly Bill 109 funds have been used to replace rather than add to Shasta County General Funds for public safety, indicating the need for such an audit.*

Response: The Board of Supervisors wholly disagrees with the finding. Legislation does not require an audit. The Auditor-Controller staff reviews all payments received from all sources to ensure they comply with State law and County Code.

Assembly Bill 109 fund allocations listed below are in compliance with the design of the legislation.

EXPENDITURES**	2011/12	2012/13	2013/14	2014/15	2015/16	2016/17	7/1 to 12/31/2017	Total
Public Defender (207)	\$0.00	\$56,186.00	\$97,549.07	\$159,894.00	\$207,514.30	\$209,973.23	\$151,034.05	\$882,150.65
Conflict Public Defender (203)	\$0.00	\$10,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
District Attorney (227)	\$22,161.11	\$84,626.04	\$107,201.43	\$156,587.42	\$181,731.28	\$379,338.32	\$172,240.11	\$1,103,885.71
Sheriff (235)	\$61,412.25	\$293,193.11	\$479,738.20	\$570,807.86	\$565,686.59	\$573,308.24	\$264,823.00	\$2,808,969.25
Work Release (246)		\$261,311.48	\$581,168.35	\$601,067.31	\$583,527.83	\$479,725.79	\$251,858.00	\$2,758,658.76
Victim Witness (256)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$44,658.42	\$44,658.42
Jail (260)	\$51,419.69	\$1,477,071.42	\$1,626,314.00	\$1,630,553.30	\$1,657,426.00	\$1,713,527.06	\$1,181,227.00	\$9,337,538.47
Probation (263)	\$837,578.75	\$2,033,176.23	\$3,135,467.04	\$3,622,361.00	\$3,748,811.98	\$4,782,070.32	\$2,223,581.85	\$20,383,047.17
Mental Health (410)	\$29,803.88	\$76,926.53	\$72,555.22	\$217,495.70	\$130,947.03	\$115,682.03	\$61,556.88	\$704,967.27
Social Services (501)	\$0.00	\$73,211.00	\$203,519.10	\$77,531.51	\$13,763.00	\$31,804.00	\$20,489.00	\$420,317.61
County Indigent Cases (540-54)	\$73,358.50	\$78,340.11	\$63,567.00	\$128,382.33	\$119,878.43	\$46,864.64	\$29,469.00	\$539,860.01
Courts				\$55,287.00				\$55,287.00
Expenditures	\$1,075,734.18	\$4,444,041.92	\$6,367,079.41	\$7,219,967.43	\$7,209,286.44	\$8,332,293.63	\$4,400,937.31	\$39,039,340.32
								\$45,532,989.32
								\$6,493,649.00

The Board of Supervisors disagrees wholly that the budgets and minutes of the Board of Supervisors and Community Correction Partnership indicate that Assembly Bill 109 funds have been used to replace rather than add to Shasta County General Fund

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for public safety. General Fund allocations for the jail budget have increased over the past seven years.

<i>FY 10/11</i>	<i>FY 11/12</i>	<i>FY 12/13</i>	<i>FY 13/14</i>	<i>FY 14/15</i>	<i>FY 15/16</i>	<i>FY 16/17</i>
\$8,003,747	\$8,251,295	\$8,251,295	\$8,251,295	\$8,498,834	\$8,753,799	\$9,162,475

F7. *Shasta County Community Corrections Partnership has distributed \$39,049,340 of its \$45,782,351 in California State Assembly Bill 109 funds without using any standardized format for funding requests or the review or approval of the requests. This has contributed to subjective funding distributions.*

Response: The Board of Supervisors wholly disagrees with the finding. The Community Corrections Partnership Executive Committee, which votes on the funding distribution, and other meeting attendees are provided handouts showing the requested increases/decreases of AB109 funds compared to the previous fiscal year's Community Correction Partnership Executive Committee approved budget. For example, this same format was used the past three years and occurred at the January 17, 2018, February 14, 2018, January 25, 2017, February 8, 2017, January 13, 2016, and February 17, 2016 Community Correction Partnership Executive Committee meetings. The Community Correction Partnership Executive Committee discusses the requests and considers taking action to approve them.

RECOMMENDATIONS

The Grand Jury recommends:

RI. *By September 30, 2018, the Shasta County Board of Supervisors designate one of its members, the chief administrative officer for the county, or a designee of the Board of Supervisors to sit on the Community Corrections Partnership, as required by Penal Code Section 1230(b)(2)(B).*

Response: The recommendation has been implemented. An Analyst from the County Administrative Office has been a member of the Community Corrections Partnership since the first meeting on June 8, 2011. Unfortunately, there was no record of these appointments under the previous Chief Probation Officer. The Board of Supervisors remedied this issue. On June 26, 2018, the Board of Supervisors retroactively appointed the County analysts back to June 8, 2011, and appointed a member and alternate effective June 26, 2018 for four-year terms.

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R2. *By September 30, 2018, the Shasta County Board of Supervisors begin requiring quarterly written reports from the Community Corrections Partnership that include information on Shasta County recidivism rates and the percentage of programs that are evidence-based.*

Response: The recommendation will not be implemented because it is not warranted or is not reasonable. However, beginning Fiscal Year 2018-19, the Chief Probation Officer will recommend that the Community Corrections Partnership Executive Committee author a formal fiscal year-end report and submit it to the Board of Supervisors. Participation for the report will depend on collaborative efforts of the entire Community Correction Partnership Executive Committee. Data collection needed to determine rates, determination of recidivism rates, and to determine the percentage of programs that are evidence-based requires staff resources from each applicable agency/entity and they would all need to agree to participate to yield accurate results.

R3. *By December 31, 2019, the Shasta County Board of Supervisors review program evaluations that demonstrate the effectiveness of budgeted services and programs before approving Community Corrections Partnership budgets.*

Response: The recommendation will not be implemented because it is not warranted or not reasonable. The Board of Supervisors does not approve Community Corrections Partnership budgets. The Community Corrections Partnership Executive Committee approves or denies budget requests from Community Correction Partnership Executive Committee members.

R4. *By FY 2019-2020, the Shasta County Board of Supervisors ensure, prior to approving Community Corrections Partnership budgets, that any funds allocated to the Shasta County Jail and the Shasta County Sheriff's Office Work Release Program are used to support increased capacity above pre-Assembly Bill 109 levels or be redirected to another use consistent with Assembly Bill 109's objectives.*

Response: The recommendation will not be implemented because it is not warranted or not reasonable. The Board of Supervisors does not approve Community Corrections Partnership budgets, the Community Corrections Partnership Executive Committee approves or denies budget requests from Community Correction Partnership Executive Committee members. The Shasta County Auditor-Controller provides an independent review of how AB109 funds are used by the County of Shasta.

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R5. *By June 30, 2019, the Shasta County Board of Supervisors create a funding plan to address the 25% reduction in public safety services that will occur in FY 2020-2021, after the depletion of unspent find balances.*

Response: The recommendation will not be implemented because it is not warranted or is not reasonable. The timing of the actual depletion of community corrections AB109 reserves is unknown at this time. The Community Corrections Partnership Executive Committee, which is the entity that administrates the community corrections AB109 budget, has projections that are dependent on actual spending of the AB109 funds each fiscal year. Unspent funds “roll over” and may be available for the following fiscal year. The Community Corrections Partnership Executive Committee would determine how to address any declining AB109 reserves and adjust their future budgets accordingly.

R6. *By June 30, 2019, the Shasta County Auditor-Controller conduct a focused audit to determine whether Assembly Bill 109 funds have been used to replace existing Shasta County funding and present the results to the Community Corrections Partnership and the Shasta County Board of Supervisors at a public meeting. This process should occur annually.*

Response: The recommendation will not be implemented because it is not warranted or is not reasonable. The Auditor-Controller staff reviews all payments received from all sources to ensure they comply with State law and County Code. The Community Corrections Partnership allocates Assembly Bill 109 funds at a properly noticed public meeting. The Board of Supervisors reviews and approves the Assembly Bill 109 allocation at a properly noticed public meeting. The additional cost associated with a focused annual audit regarding Assembly Bill 109 funds are not the best use of tax payer dollars. Should the Auditor-Controller determine a focused audit is necessary, he may do so at that time.

This concludes the responses of the Shasta County Board of Supervisors to the FY 2017-2018 Grand Jury Report entitled “Community Corrections Partnership – AB 109 Funds.”

Sincerely,

LES BAUGH, Chairman
Board of Supervisors
County of Shasta

2017 – 2018 SHASTA COUNTY GRAND JURY
Shasta County Jail: Funding and Capacity
A Public Safety Crisis Deepens

SUMMARY

The Shasta County Board of Supervisors has recently sought to address the chronic shortage of Shasta County Jail beds. This shortage was significantly exacerbated when Assembly Bill 109 was passed in 2011 followed by Proposition 47 in 2014 and Proposition 57 in 2016. The 2017-2018 Shasta County Grand Jury's review of County documents and records revealed that the Shasta County Jail had a reduction in available inmate beds beginning in the early 1990s. The Shasta County Grand Jury discovered that the percentage of funds that Shasta County is contributing from the General Fund to its own Jail is at a ten-year low.

This is partly due to Assembly Bill 109 funds replacing historical funding sources for the Shasta County Jail. According to public meetings, these funds are being used to fund two out of three inmate detention levels at the Jail. The Shasta County Board of Supervisors has approved this funding for the Shasta County Jail from Assembly Bill 109 funds without increasing capacity above pre-Assembly Bill 109 levels. Interviewees and a review of documents indicate that County officials and administrators are unsure how current Jail operations will be funded over the next several fiscal years.

According to a May 7, 2018 update to the "Shasta County Jail Facilities Needs Assessment", the need for inmate beds has risen over the last five years due to Assembly Bill 109 legislation. The report states that the Shasta County Jail is currently 135 beds below needed capacity. One result is that, in order to accommodate incoming offenders, an average of 30 currently housed inmates per day need to be released early.

The Shasta County Board of Supervisors and the Shasta County Sheriff have publicly stated the need for additional jail beds. The Shasta County Grand Jury recommends the Shasta County Board of Supervisors determine how many additional Jail beds are needed, both now and in the future, and identify operational Jail funding to match Jail capacity need.

The Shasta County Grand Jury recommends the Shasta County Board of Supervisors adopt a plan for both short-term and long-term Jail capacity needs and funding sources for the operational costs associated with any expansion.

BACKGROUND

The 2017-2018 Shasta County Grand Jury (Grand Jury) determined the need for an investigation into funding for the Shasta County Jail (Jail) during an investigation of other public safety funds.

The Jail was completed in 1984 with 237 single bed units. The Jail was originally designed for pre-AB 109 incarcerated misdemeanor and felony offenders sentenced to less than one year. Over the first ten years, Shasta County was authorized by what is now known as the Board of

State and Community Corrections (BSCC) to raise the Jail's capacity to 381. The Sheriff accomplished this by double bunking inmates. From 1984 until 1992, Shasta County also operated two other detention facilities, the Northern California Regional Rehabilitation Center (Crystal Creek) with a capacity of 84 beds and the Detention Annex (Annex) with a capacity of 66 beds. This gave Shasta County a total of 531 inmate beds in the three facilities.

Shasta County's inadequate jail housing has been a concern since 1992, when Crystal Creek closed because of State and County budget constraints. In 1993, a Superior Court of Shasta County (Superior Court) Order No. 11528, stipulated a maximum jail population of 381 inmates and authorized the early release of inmates when the jail population grew within 10% of that capacity, to 343. In January 2003, as a result of serious staffing shortages, the Sheriff closed the Detention Annex. This action allowed staff from the Annex to be reassigned to the Jail and Sheriff's Patrol, leaving the Jail with its 381 beds as the only incarceration facility in the County. In 2009, due to financial strains related to the recession, one of the three detention levels (floors) of the Jail was closed, leaving a new total County inmate capacity of 253 beds at the Jail. In 2012, the previously closed floor was reopened restoring the Jail capacity to 381 beds.

Chart A illustrates the changes in Jail incarceration capacity from 1990 to 2018.

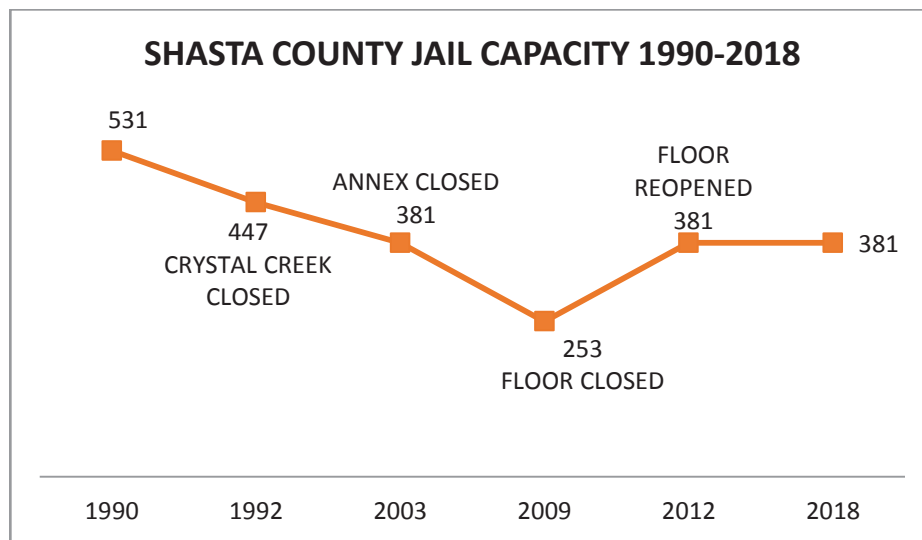


Chart A

As shown in Chart A, Jail capacity began to decline before the passage of California's 2011 Public Safety Realignment Act. This legislation, commonly known as AB 109, was in response to a 2011 United States Supreme Court decision that ordered the reduction of the California State Prison population. With the implementation of the criminal justice realignment in 2011, people convicted of lower level felony offenses, or who violated the conditions of their parole, were mandated to serve their sentences locally instead of in State prisons. To address prison overcrowding cited by the Supreme Court, AB 109 created a new criminal classification: non-violent, non-sexual, non-serious felony offenders. If offenders were in a State prison at the time of implementation, they were sent back to their county to complete their sentences and, if they were newly arrested for these crimes, they stayed in the county to serve their time.

On November 4, 2014, California Proposition 47 (The Safe Neighborhood and Schools Act) was passed. This legislation reclassified certain non-violent felonies as misdemeanors. This legislation was created in part to reduce county jail crowding produced by AB 109 realignment.

On November 8, 2016, California Proposition 57 (The Public Safety and Rehabilitation Act) was passed. This legislation allows parole consideration for non-violent felons by reclassifying what crimes are termed violent (see Appendix) and changed policies on juvenile prosecution and authorized sentence credits for rehabilitation, good behavior and/or education.

METHODOLOGY

The Grand Jury reviewed:

- California Assembly Bill 109 (2011)
- California Proposition 47 (2014)
- California Proposition 57 (2016)
- Shasta County Board of Supervisors meeting minutes from 1999 through May 22, 2018
- Shasta County Jail budgets (2007-2018)
- Supreme Court Order U. S. Supreme Court order, BROWN v. PLATA (No. 09-1223), May 23, 2011
- California Proposition 47, “Reduced Penalties for Some Crimes Initiative (2014)”, Ballotpedia.com
- “Crystal Creek Northern California Regional Rehabilitation Center”, June 1977, Shasta County, John Balma, former Shasta County Sheriff
- “Crystal Creek Regional Boys Camp (California Penal Code § 919 mandate)”, 2001-2002, Shasta County Grand Jury Report
- “Detention Annex (California Penal Code § 919 mandate)”, 2002-2003, Shasta County Grand Jury Report
- Original Court Order, Complaint for Declaratory Relief, County of Shasta Plaintiffs v. Sheriff Jim Pope, Defendant; No. 115258, filed March 10, 1993 in the Superior Court of the State of California in and for the County of Shasta
- “Proposition 57, The Public Safety and Rehabilitation Act of 2016”, California Department of Corrections and Rehabilitation
- “Public Safety Blueprint Study, Redding and Shasta County”, December 3, 2015, Matrix Consulting Group
- “RC of Type II, III, IV, Local Adult Detention Facilities (December 2006-March 2018; last update 4/25/2018), Board of State and Community Corrections report
- “Shasta County Jail Facilities Needs Assessments”, January 23, 2018 and update, May 7, 2018, DSA Planning, Inc.
- “Shasta County Main Jail, Catch and Release”, 2005-2006, Shasta County Grand Jury Report
- “Shasta County loses out on Prop. 47 money”, June 9, 2017, Record Searchlight
- “Third floor at Shasta County Jail reopens”, July 23, 2012, Record Searchlight

- “Understanding County Budgeting after Proposition 47”, September 2016, Californians for Safety and Justice
- “What you need to know about Proposition 47”, California Department of Corrections and Rehabilitation
- Various Record Searchlight articles relating to the Jail from 1991 to 1999.

The Grand Jury interviewed:

- Shasta County Board of Supervisors members
- Shasta County Administrative personnel
- Shasta County Finance personnel
- Shasta County Sheriff’s Office personnel.

The Grand Jury attended meetings of the:

- Shasta County Board of Supervisors Public Safety Workshop, Wednesday, February 7, 2018
- Redding City Council Public Safety Committee Special Meeting, Thursday, February 22, 2018
- Community Corrections Partnership Executive Committee, October 2017 through April 2018
- Community Corrections Partnership, October 2017 through April 2018.

DISCUSSION

The 2017-2018 Shasta County Grand Jury chose to focus on Shasta County Jail’s current and future capacity and current and future funding. Other aspects of Jail operations have not been examined by the Grand Jury for this report.

Current Shasta County Jail Capacity

At current capacity, the Shasta County Jail has a total of 381 beds. The Jail is built in a cloverleaf style with three main detention levels. Each detention level has four two-story dayrooms with a capacity ranging from 19-32 beds in each. The dayrooms are sometimes referred to as housing units or “pods”. These pods are separated into inmate classifications by State law for the protection of prisoners. There are also ten medical beds next to the medical unit.

Jail facility description provided by Sheriff’s Office personnel:

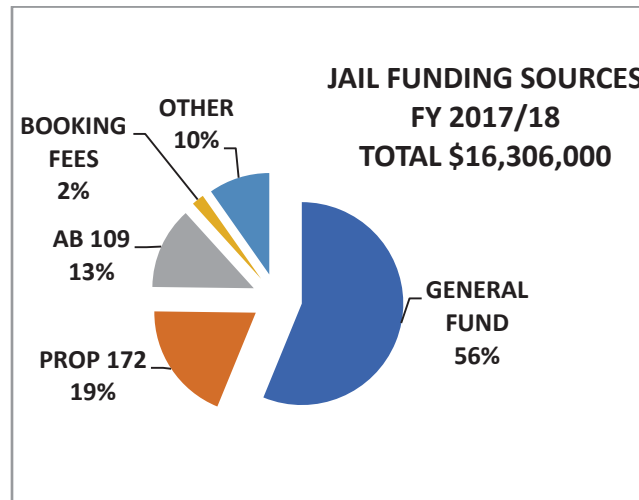
- 1st floor: kitchen/laundry, staff dining/storage and mechanical uses.
- 2nd floor: medical/booking/visiting/lobby/intake/garage and conference rooms – includes ten medical beds next to the medical unit
- 3rd floor: mechanical gap
- 4th/5th floor: first detention level (four two-story inmate detention pods with a total approximately 125 beds)

- 6th/7th floor: second detention level (four two-story detention pods with a total of approximately 125 beds)
- 8th/9th floor: third detention level (four two-story detention pods with a total of approximately 125 beds)
- 10th/11th floor: provides roof access.

The Shasta County Jail has a maximum inmate capacity of 381. A 1993 Superior Court order authorized the Sheriff to release prisoners when the jail population reaches 90% of its total capacity or 343 inmates. Although it appears that 38 beds a day remain unfilled, this 10% allowance is essential to accommodate inmate classification separation and daily influx of new prisoners. In order to balance the volume of daily bookings and maintain the 10% buffer, the Jail is required to release approximately 30 inmates a day who would otherwise remain incarcerated.

Shasta County Jail Funding

Three main sources of revenue contribute 88% of Shasta County Jail funding. These include the Shasta County General Fund (General Fund), Proposition 172 and Assembly Bill 109 (AB 109) State funds, as illustrated in Chart B.



(Rounded to the nearest percentage) **Chart B**

General Fund

According to California law, jails are a county responsibility and are under the jurisdiction of the Sheriff. The Jail has primarily been funded by the General Fund. While the amount the General Fund provides for the Jail has increased over the years, the percentage of the Jail budget contributed by the General Fund has decreased because other sources of funding are now replacing the General Fund monies given to the Jail. As of 2017, the General Fund contributed 56% of the Jail's budget, in contrast to 69% in 2011.

California Proposition 172

California Proposition 172 (Prop 172) funds currently comprise 19% of Jail funding. These funds have been used since FY 1993-1994 and come from Proposition 172 revenues which are derived from a ½ cent State sales tax, designated for county public safety uses. By law, the Shasta County Auditor-Controller designates the use of this funding. According to the legislation, this funding must add to, rather than replace, existing funding sources. The dollar amount allocated to the Jail has remained unchanged but as a percent, the Jail's budget from Prop 172 has decreased from 24% to 19% over the last seven years.

Assembly Bill 109

AB 109 funds currently provide 13% of Jail funding. AB 109 funds are California State funds given to each county in order to compensate for the additional costs to California counties. Some of these funds were used to open a detention level of the Jail which had been closed in 2009, due to lack of Shasta County General Funds. An additional AB 109 allocation was used to prevent closure of a detention level of the Jail in 2017, when the Sheriff was given a flat budget by the Shasta County Board of Supervisors which did not match increases in budgeted expenses. Both of these funding decisions were made after a request from the Sheriff to the Community Corrections Partnership Executive Committee, distributors of AB 109 funding in Shasta County. These budget requests were ultimately approved by the BOS. The use of AB 109 funds for the Jail did not create any new capacity post-AB 109. Instead, those funds were used to recover and retain capacity previously funded by the Shasta County General Fund.

The AB 109 unspent fund balances (sometimes called reserves) will be depleted by the end of FY 2020-2021, creating a 25% reduction in this revenue source. It is unknown at this time whether this reduction in revenue source will affect AB 109 funding available to the Jail since future budget allocations have not yet been decided.

Challenges to Current Jail Funding

The greatest challenge to Jail funding is that Shasta County revenues have not kept pace with the rise in operational Jail costs. Over the last ten years, Shasta County adopted budgets have increased by approximately 20%.

Meanwhile, over the same ten years, Jail personnel expenses (including overtime) have increased by 30% and Jail services and supplies expenses have increased by 50%. The Grand Jury did not investigate Jail budgets to assess why these increases have been significantly above inflationary levels.

In contrast to these sharply rising costs, the percentage of General Funds allocated to the Jail has steadily decreased. Over the last seven years, that percentage has gone from 69% in FY 2011/12 to 56% in FY 2017-2018. In other words, the BOS has approved increases in funding, but as a percentage of the total cost, the amount allocated has not kept up with rising costs. It is important to note that the General Fund dollar amounts allocated to the Jail have been consistent over time. But, as Jail budgets have continued to rise, the percentage of the General Fund allocated to the Jail's budget has not risen proportionately. The percentage of the Jail budget being supplied by

General Funds has decreased, while AB 109 funds have filled the resulting gap in funding. Together these sources now make up the 69% of the Jail budget previously supplied by just the General Fund, as shown Chart C.

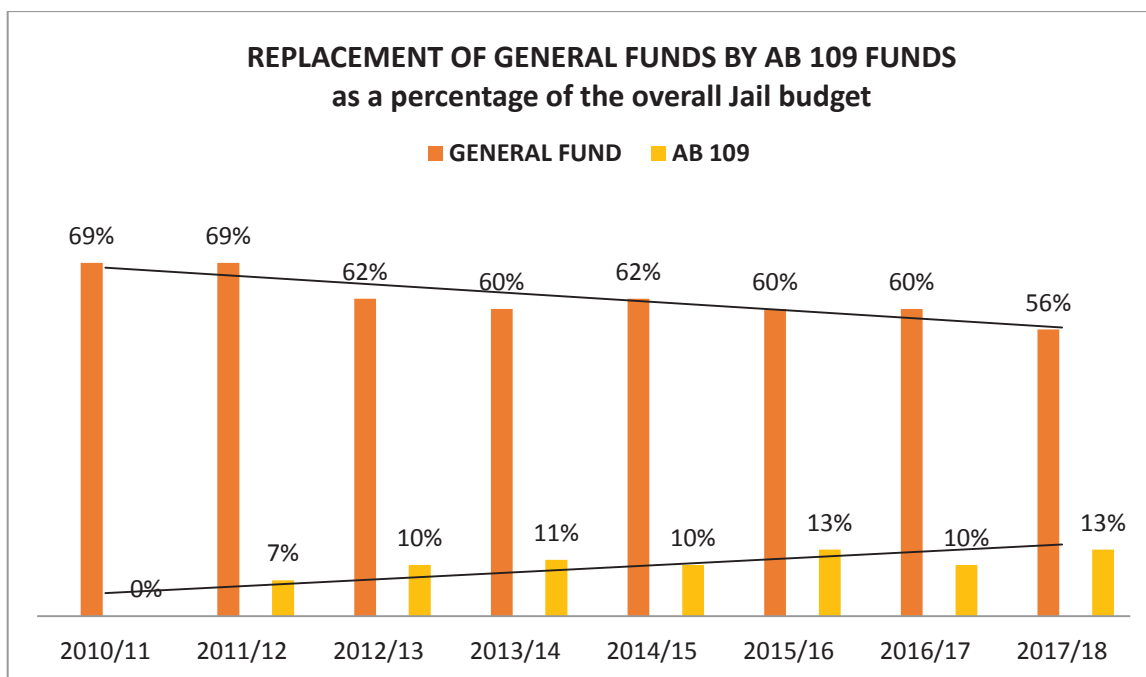


Chart C

No one interviewed indicated the existence of any type of long-term plan to prepare for the projected decrease in funding available to operate the Jail at current capacity or to provide funding for increased capacity at the Jail.

Shasta County Jail Capacity Needs

In a presentation by the Shasta County Sheriff to the Board of Supervisors in February 2018, the Sheriff did not state the number of Jail beds currently needed. To determine this number, the Grand Jury reviewed the “Shasta County Jail Facilities Needs Assessment” (Jail Needs Assessment). The Jail Needs Assessment was first completed in 2013 and has been updated in 2018. The 2018 update to the Jail Needs Assessment shows a current Jail bed capacity shortage of 135 beds. It also shows this capacity increasing by only 21 more beds over the next ten years. Chart D illustrates the capacity increases needed.

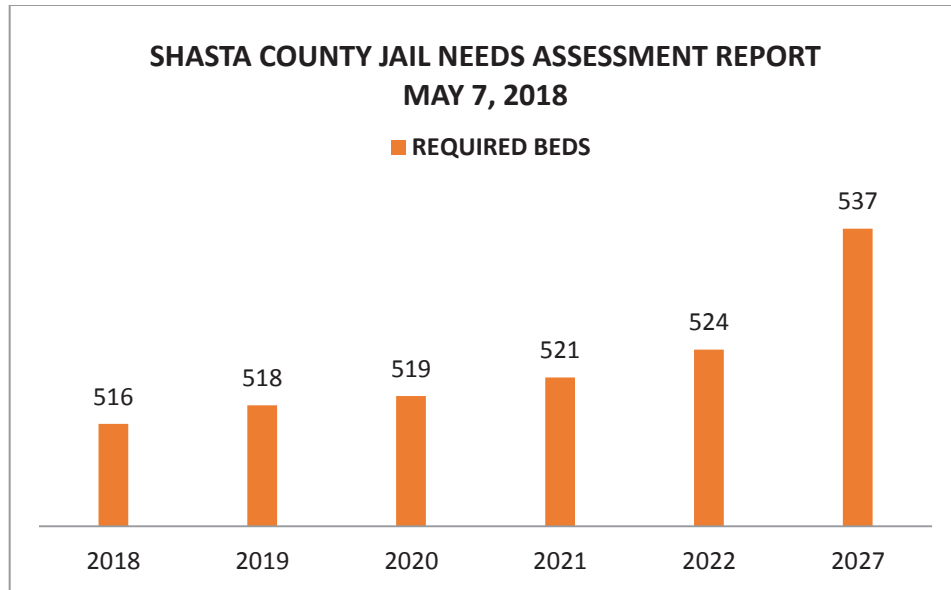


Chart D

According to interviewees, the number of additional beds needed to meet current capacity needs at the Jail is 120. The Grand Jury notes that this does not match the 2018 Jail Needs Assessment provided by the Sheriff's Office which, as previously stated, shows a deficit of 135 beds. Without knowing the number of Jail beds needed in the County, there is no way for the Board of Supervisors to identify operational funding for this capacity.

Not knowing the actual number needed, any capacity expansion plans are unlikely to match that need. Jail expansions and funding discussions must be driven by capacity need based on accurate modeling and projections and open communication between the BOS, Probation Department and the Sheriff's Office.

The Grand Jury reviewed the "Public Safety Blueprint Study" (Blueprint), dated December 3, 2015. The Blueprint was a study paid for cooperatively by Shasta County and the City of Redding at a cost of \$155,000 to provide public safety solutions for the region. The Blueprint did not make an independent assessment of Jail capacity needs and instead agreed with Shasta County's Jail Needs Assessment (2013):

...the assessment...repeatedly stated the need for additional jail space based upon detailed population projection analysis. Our project team agrees with these projections after reviewing the complex methodology used.

The Blueprint made the following recommendation:

The County/City and related partners should develop a thorough criminal justice system master plan with comprehensive sections dedicated to custody services.

Jail Capacity Comparisons

The Grand Jury included all California counties with populations between 150,000-200,000 to compare the number of jail beds of Shasta County's Jail capacity relative to other counties of similar size. The results are highlighted in Table A.

COUNTY	POPULATION	JAIL BEDS	BEDS/100,000
KINGS	151,662	373	245
SHASTA	178,271	381	213
EL DORADO	188,399	461	244
MADERA	158,894	560	352
IMPERIAL	190,624	590	309

Table A

In Table A, the listing is in order of the total number of jail beds currently available (lowest to highest). In comparison with similarly-sized counties, Shasta County currently ranks last in the number of jail beds available per 100,000 in County population.

Out-of-County Beds

According to the Shasta County Jail Needs Capacity Assessment 2018 update, a factor affecting capacity in the Jail is the use of out-of-county inmate beds. Shasta County, together with the Community Corrections Partnership, has allocated a total of \$300,000 in FY 2017-2018 to fund out-of-county jail beds. Currently, there are approximately 25 inmates placed in out-of-county beds. Use of out-of-county beds is less expensive than housing inmates in Shasta County. Qualification for out-of-county housing is based on sentencing, length of custody, medical needs and other factors. Only about 5% of Shasta County Jail inmates qualify for out-of-county custody.

Funding for Increased Capacity

Significant efforts have been made by the Shasta County Sheriff's Office and the BOS to increase capacity at the Jail. Shasta County has applied for, and received, California State funds, first in 2012 and again in 2017. These funds were returned to the State because the BOS, in conjunction with Shasta County Chief Executive Officer (CEO) and the Shasta County Auditor-Controller (Auditor), determined there was not sufficient funding for operational costs for these facilities, once built. Lack of funding for operational costs is the consistent theme running throughout Shasta County's efforts for both Jail funding and Jail expansion. In March 2018, Shasta County administrators provided details of Jail expansion updates as directed by the BOS in February. Increased operational costs for the 60-bed expansion were estimated to be between \$500,000 and \$600,000 per year. The CEO recommended to the BOS that funding currently used to pay for a Shasta County Courthouse bond totaling \$530,000 per year, which will be repaid in 2023, be used to fund these ongoing operational costs after the bond is paid off. In the interval between the completion of the expansion and 2023, it was suggested that perhaps monies from the General Reserve Fund could be used to pay those added operational costs. On May 22, 2018,

the BOS approved the release of a request for proposals for construction of a 64-bed expansion. The BSCC, in a letter dated May 18, 2018, approved the plans for the expansion. It is expected to be completed by the end of 2018.

The BOS, along with County officials, are also publicly considering a renovation project to the existing Shasta County Courthouse courtrooms, attached to the current Jail, to place between 60-128 inmate beds in that space once it's vacated upon completion of the new Shasta County Courthouse. That renovation cost is estimated at between \$7 and \$9 million. This project would likely reduce the Shasta County reserve which, as of May 2018, is \$10.6 million. It is estimated that this project could begin three years from now. Interviews and a review of documents have yielded no estimate for the annual operational costs of this renovated facility, or how those costs would be funded.

FINDINGS

- F1. Shasta County Jail capacity began declining after Crystal Creek Work Camp closed in 1992, despite continued need for capacity. Assembly Bill 109, Proposition 47 and inadequate increases in Shasta County revenues have only exacerbated a long-term capacity deficit at the Shasta County Jail.
- F2. Compared to five similarly-sized counties in California, Shasta County's ratio of jail beds to population is the lowest, indicating the need for additional Shasta County Jail bed capacity.
- F3. A comparison of Shasta County's Jail capacity prior to Assembly Bill 109 and current Jail capacity shows that Shasta County has fewer jail beds but a higher number of offenders' This indicates the need for additional Jail beds.
- F4. The percentage of the Shasta County Jail budget provided from the Shasta County General Fund has steadily declined over the last seven years while the Shasta County Jail's operating costs have risen. This has resulted in increased reliance on unsustainable sources of funding.
- F5. While revenue from Proposition 172 fluctuates, the amount allocated to the Shasta County Jail by the Shasta County Auditor-Controller has varied little over the last ten years, making this funding source relatively stable and predictable.
- F6. AB 109 has provided funding to the Shasta County Jail since 2011, however this funding is not a stable or predictable source due to projected budgetary decreases of 25% in the next two years.
- F7. Out-of-county beds increase Shasta County's incarceration capacity and do so at a lower cost than adding jail beds to the Shasta County Jail. Because of restrictions, it is a limited option that cannot be relied upon for contributing significantly to Shasta County inmate capacity.
- F8. The Shasta County Board of Supervisors has not publicly accepted assessment data that forecasts current and future capacity needs at the Jail. Without knowing that capacity, it is

impossible for the Shasta County Board of Supervisors to accurately develop capital cost and operating budgets for jail expansions.

- F9. The Shasta County Board of Supervisors has not developed a short or long-term plan to match Shasta County Jail capacity needs with identified operational funding sources, despite multiple assessments showing a critical jail bed shortage in Shasta County.
- F10. In 2012 and 2017, California State funds were available for expansion of the Shasta County Jail but were rejected due to the Shasta County Board of Supervisor's inability to fund operational costs of an expanded facility. This continues to leave Shasta County without adequate Jail capacity.

RECOMMENDATIONS

The Grand Jury Recommends:

- R1. By September 30, 2018, the Shasta County Board of Supervisors, based on available or newly solicited information, agree on needed capacity at the Shasta County Jail both now and in five, 10, 15 and 20 years. These capacity needs should be reviewed and updated annually based on new legislation or other pertinent changes.
- R2. By March 31, 2019, the Shasta County Board of Supervisors adopt a 10-year funding plan for Shasta County Jail capacity expansion including capital and operational costs. This plan should be reviewed annually at a public meeting.
- R3. By March 31, 2019, the Shasta County Board of Supervisors identify on-going new sources of revenue to meet current and projected Jail capacity needs.

REQUEST FOR RESPONSES

Pursuant to Penal Code section 933.05, the grand jury requests responses as follows:

From the following governing bodies (within 90 days):

- **Shasta County Board of Supervisors: F1, F2, F3, F4, F5, F6, F7, F8, F9, F10 and R1, R2, R3**

Pursuant to Penal Code Section 933.05, the following response/s is/are required:

From the following elected county officer/s (within 60 days):

NONE

INVITED RESPONSES

NONE

GLOSSARY

Operational Capacity – Number of inmates that can be accommodated based on a facility's staff, existing programs and services.

Rated Capacity – The number of beds or inmates assigned by a rating official to institutions within the jurisdiction

APPENDIX: LEGISLATION

CALIFORNIA ASSEMBLY BILL 109 (2011) – Realignment AB 109 transfers responsibility for supervising certain kinds of felony offenders and state prison parolees from state prisons and state parole agents to county jails and probation officers. Counties receive funding through the AB 109 realignment funds based on their success in reducing recidivism. AB 109 has dedicated funding from a percentage of State sales tax and portion of the Vehicle License Fee.

CALIFORNIA PROPOSITION 47 (November 4, 2014) – The Safe Neighborhood and Schools Act recategorized some non-violent, non-sexual and non-serious felonies as misdemeanors unless the defendant has prior convictions for murder, rape, certain sex offenses, or certain gun crimes. Felony thresholds for previous theft crimes (i.e. shoplifting; grand theft; forgery, check fraud; writing a bad check; receiving stolen property) were raised to \$950.00. Personal use of most illegal drugs is also a misdemeanor. The law also allowed people already in prison for these crimes to apply for resentencing and those who were released to apply to change the category of their crime. No one was to be automatically released from prison. After successful petitions by inmates they were either released for time served or sent back to the counties to complete their sentences in jail and/or receive probation. The ability to petition for a change in an individual's crime category was to expire November 4, 2017 but was extended by legislation till November 4, 2022.

CALIFORNIA PROPOSITION 57 (November 8, 2016) – The Public Safety and Rehabilitation Act. This Proposition allows parole consideration for non-violent felons, changes policies on juvenile prosecution and authorizes sentence credit for rehabilitation, good behavior and education. The California voters passed this proposition to enhance public safety and to stop revolving door of crime by emphasizing rehabilitation. This bill allowed for earlier than anticipated release of some prisoners. This legislation did not distinguish legally between violent and non-violent felony offenders. Only violent felons can go to prison for their full prison term. If it is considered a non-violent felony, The California Department of Corrections can grant them a parole date after only serving the base term of their offense. The County District Attorney's offices must check penal codes to distinguish violent from non-violent offenses. For a list of violent and non-violent felonies refer to:

https://www.co.shasta.ca.us/index/da_index/proposition-57

CALIFORNIA PROPOSITION 172 (November 2, 1993) – In 1992 facing serious budget deficits the California Legislature and Governor Wilson instructed the county auditors to shift allocation of local property tax from local government to Educational Revenue Funds. As a partial mitigation to the counties and cities now decreased revenue source, Proposition 172

(statewide half-cent sales tax increase) was proposed by the California Legislature and Governor Wilson. The Local Public Safety Protection and Improvement Act of 1993 was passed by 58% of the voters. The Act established a permanent source of revenue. Public safety services include, but are to limit to sheriffs, police, fire protection county district attorneys, county corrections and ocean lifeguards and does not include courts. Each city or county is required to deposit revenue from Proposition 172 in a Public Safety Augmentation Fund to be allocated by the County Auditor to the cities and county. Maintenance of Effort (MOE) language was adopted by Legislature to insure local jurisdiction were unable to supplant their general fund contribution to public safety services with Proposition 172 funds.

DISCLAIMERS

When there is a perception of a conflict of interest involving a member of the Grand Jury, that member has been required to recuse from any aspect of the investigation involving such a conflict and from voting on the acceptance of or rejection of that report. One member of the Grand Jury recused from this report.

Reports issued by the Grand Jury do not identify individuals interviewed. Penal Code § 929 requires that reports of the Grand Jury not contain the name of any person or facts leading to the identity of any person who provides information to the Grand Jury.

Released June 4, 2018



Shasta County

BOARD OF SUPERVISORS

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Redding, California 96001-1680
(530) 225-5557
(800) 479-8009
(530) 225-5189-FAX

DAVID A. KEHOE, DISTRICT 1
LEONARD MOTY, DISTRICT 2
MARY RICKERT, DISTRICT 3
STEVE MORGAN, DISTRICT 4
LES BAUGH, DISTRICT 5

July 24, 2018

The Honorable Gary Gibson
Presiding Judge, Shasta County Superior Court
1500 Court St., Rm. 205
Redding, CA 96001

Dear Judge Gibson:

**Re: Response of Board of Supervisors to Fiscal Year 2017-2018 Grand Jury Report:
Shasta County Jail: Funding and Capacity**

The Shasta County Board of Supervisors appreciates the time and dedication which the 2017-2018 Grand Jurors contributed to their charge. The following findings and recommendations are under serious consideration and discussions are being held regarding solutions to any unresolved problems.

FINDINGS

The Grand Jury findings:

FI. Shasta County Jail capacity began declining after Crystal Creek Work Camp closed in 1992, despite continued need for capacity. Assembly Bill 109, Proposition 47 and inadequate increases in Shasta County revenues have only exacerbated a long-term capacity deficit at the Shasta County Jail.

Response: The Board of Supervisors agrees with the finding. The adult Crystal Creek Work Camp closed due to County budget constraints. Legislation and propositions have impacted Jail bed needs, and County public safety reserves. However, the Board of Supervisors is addressing the need for additional Jail beds. Unfortunately, previous State grants for new facilities only addressed construction related costs but failed to address the on-going annual operating costs for those additional Jail beds. Once the annual costs were quantified, there was no identified funding to support those costs. The Board is already moving forward with capital improvements in the current Jail to

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increase capacity and is working on a Special Tax to provide long-term revenue to support operational costs for additional Jail beds.

F2. *Compared to five similarly-sized counties in California, Shasta County's ratio of jail beds to population is the lowest, indicating the need for additional Shasta County Jail bed capacity.*

Response: The Board of Supervisors agrees with the finding. However, basing the need for jail capacity solely on County population is too simple; the reality is more complex. In the October 2013 Nichols, Melburg, Rossetto (NMR) "Shasta County Jail Facilities Needs Assessment" report and the May 7, 2018 "Jail Needs Assessment Update" by DSA Planning, Inc., both entities considered average daily populations, average length of stay, historical trends, and annual arrests and bookings to estimate current and future Jail bed needs. The NMR report indicates that "...the "right types" of beds need to be developed in support of new and expanded AB109 inmate programs to break the "book and build cycle" and successfully implement AB109 in Shasta County..." Certainly other counties of similar population may have already implemented numerous diversion programs, intensive in-custody services/programs, and other services/programs to address criminogenic needs, which could reduce their need for in-custody beds.

F3. *A comparison of Shasta County's Jail capacity prior to Assembly Bill 109 and current jail capacity shows that Shasta County has fewer jail beds but a higher number of offenders' (sic) This indicates the need for additional Jail beds.*

Response: The Board of Supervisors agrees with the finding. Numerically, the finding is correct, however, the types of offenders is critical to consider, not just the number. If the majority of offenders have issues such as, disabilities, mental health and alcohol and other drug abuse, and/or other criminogenic needs and those issues are not being addressed on an individual basis, it should not be presumed that just additional jail beds will solve the problem.

F4. *The percentage of the Shasta County Jail budget provided from the Shasta County General Fund has steadily declined over the last seven years while the Shasta County Jail's operating cost have risen. This has resulted in increased reliance on unsustainable sources of funding.*

Response: The Board of Supervisors wholly disagree with the finding in that the General Fund contributions for the jail were stable through fiscal years 11/12, 12/13, and 13/14 while the General Fund contributions for the jail increased in fiscal years from 10/11

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to 11/12 and again in 14/15, 15/16, and 16/17. While the Jail's operating cost have risen, according to the Auditor-Controller, the General Fund contributions to the jail budget the last seven fiscal years are as follows:

<i>FY 10/12</i>	<i>FY 11/12</i>	<i>FY 12/13</i>	<i>FY 13/14</i>	<i>FY 14/15</i>	<i>FY 15/16</i>	<i>FY 16/17</i>
\$8,003,747	\$8,251,295	\$8,251,295	\$8,251,295	\$8,498,834	\$8,753,799	\$9,162,475

F5. *While revenue from Proposition 172 fluctuates, the amount allocated to the Shasta County Jail by the Shasta County Auditor-Controller has varied little over the last ten years making this funding source relatively stable and predictable.*

Response: The Board of Supervisors partially disagrees with the finding in that the funding is not allocated by the Auditor-Controller. The Shasta County Board of Supervisors has the authority by way of the annual budget to determine allocations, not the Auditor-Controller.

F6. *AB 109 has provided funding to the Shasta County Jail since 2011, however this funding is not a stable or predictable source due to projected budgetary decreases of 25% in the next two years.*

Response: The Board of Supervisors partially disagrees with the finding in that it is unknown whether there will be budgetary decreases in the next two years. The timing of the actual depletion of community corrections Assembly Bill 109 reserves is unknown at this time. The Community Corrections Partnership Executive Committee, which is the entity that administers the community corrections Assembly Bill 109 budget, has projections that are dependent on actual spending of the Assembly Bill 109 funds each fiscal year. Unspent funds "roll over" and may be available for the following fiscal year. The Community Corrections Partnership Executive Committee will determine how to address any declining Assembly Bill 109 reserves and adjust their future budgets accordingly.

F7. *Out-of-county beds increase Shasta County's incarceration capacity and do so at a lower cost than adding jail beds to the Shasta County Jail. Because of restrictions, it is a limited option that cannot be relied upon for contributing significantly to Shasta County inmate capacity.*

Response: The Board of Supervisors agrees with the finding.

F8. *The Shasta County Board of Supervisors has not publicly accepted assessment data that forecasts current and future capacity needs at the Jail. Without knowing*

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that capacity, it is impossible for the Shasta County Board of Supervisors to accurately develop capital cost and operating budgets for jail expansions.

Response: The Board of Supervisors wholly disagrees with the finding. County staff has the assessment report completed in 2013 and the recent update from May 2018. This information is utilized to present options to the Board of Supervisors to increase Jail capacity and develop capital and operating budgets. The Board is already moving forward with adding local Jail beds as funding resources are identified.

F9. *The Shasta County Board of Supervisors has not developed a short or long-term plan to match Shasta County Jail capacity needs with identified operational funding sources, despite multiple assessments showing a critical jail bed shortage in Shasta County.*

Response: The Board of Supervisors wholly disagrees with the finding. The Board of Supervisors have discussed short and long-term plans over the years. Most recently, the short-term and long-term plans as it relates to Shasta County Jail capacity needs and funding were discussed at the Board of Supervisors Public Safety Workshop in February and subsequently discussed and presented at the Board of Supervisors Public Safety Workshop in June as well as other Board of Supervisors Meetings.

F10. *In 2012 and 2017, California State funds were available for expansion of the Shasta County Jail but were rejected due to the Shasta County Board of Supervisors' inability to fund operational costs of an expanded facility. This continues to leave Shasta County without adequate Jail capacity.*

Response: The Board of Supervisors partially disagrees with the finding in that the State funds were not rejected *due to the Shasta County Board of Supervisors' inability to fund operation costs* but rather financial resources and revenue were not available without significantly impacting County resources thus reducing and/or impacting other critical services.

RECOMMENDATIONS

The Grand Jury recommends:

R1. *By September 30, 2018, the Shasta County Board of Supervisors, based on available or newly solicited information, agree on needed capacity at the Shasta County Jail both now and in five, 10, 15 and 20 years. Theses capacity needs*

The Honorable Gary Gibson
Shasta County Superior Court
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should be reviewed and updated annually based on new legislation or other pertinent changes.

Response: The recommendation has been implemented. Such studies and investigations have been undertaken and reviewed for updates routinely and will continue to do so.

The Board of Supervisors approved an immediate addition of 64 Jail beds which has been approved by the State. In addition, the County is in the process of obtaining approval from the State for an additional 38 Jail beds for a total of 102 Jail beds added to the current Jail facility.

The County's Mid-Term Action Plan includes remodeling Justice Center Departments 1 and 2 into 64 Jail beds. This idea is in the design phase and as soon as the Court moves to their new location, the County will further consider having the additional space re-purposed to Jail bed space.

The County's Long-Term Action Plan can occur after the Court vacates the current Courthouse. The County is considering the remodel and conversion of Department 12 into a minimum of 102 additional beds. The building may become multi-story should future needs and funding become available.

R2. *By March 31, 2019, the Shasta County Board of Supervisors adopt a 10 year funding plan for Shasta County Jail capacity expansion including capital and operational costs. This plan should be reviewed annually at a public meeting.*

Response: The recommendation will not be implemented because it is not warranted or is not reasonable. Each year, the Shasta County Board of Supervisors adopts an annual budget at a properly noticed public hearing. Contained in the County's annual budget is narrative to address capital improvement costs and operational costs in context with available revenue which includes issues relating to jail capacity, expansion, and operational costs.

R3. *By March 31, 2019, the Shasta County Board of Supervisors identify on-going new sources of revenue to meet current and projected Jail capacity needs.*

Response: The recommendation has already been implemented. Shasta County has always looked for and identified new sources of revenue to meet current and projected needs for all County Departments.

The Honorable Gary Gibson
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Page 6

On July 10, 2018, at the Board of Supervisors Special Meeting, the Board received a report regarding potential revenue options to fund public safety operations through local taxes, assessments or fees. The proposed Public Safety Special Tax will be considered at a public hearing on July 31, 2018 and if approved will be pending voter approval in November 2018. The Public Safety Special Tax would allocate tax dollars for:

1. Construction, repair, maintenance, and operation resulting in the expansion of and additions to existing County jail and adult detention facilities;
2. Construction, repair, maintenance, and operation of new of additional County jail and adult detention facilities; and
3. Expansion of law enforcement services in the unincorporated area of the County of Shasta.

Description Estimated Annual Operating Costs:

Add 38 Beds in Main Jail \$713,749

Add 64 Beds in Dept. 1 and 2 (Justice Center) \$3,293,441

Add up to 102 Beds in Dept. 12 (Estimate is for 102 Beds at the current modular site) \$4,302,248

Fund positions for 24-hour patrol coverage in Shasta County \$3,976,960

Additionally, the Health and Human Services Agency and the Housing and Community Action Programs Department have identified a "Jail Diversion" program working to identify and address the crimes committed by those in the community that are homeless. Should the Jail Diversion program come to fruition it is anticipated to be funded by grants.

This concludes the responses of the Shasta County Board of Supervisors to the FY 2017-2018 Grand Jury Report entitled "Shasta County Jail: Funding and Capacity."

Sincerely,

LES BAUGH, Chairman
Board of Supervisors
County of Shasta

REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS

BOARD MEETING DATE: July 24, 2018

CATEGORY: Regular - Public Works-5.

SUBJECT:

Jail Project – Award Construction Contract

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?
4/5 Vote	No Additional General Fund Impact

RECOMMENDATION

Take the following actions for the “Jail Recreation Yard & Shower Improvement Project,” Contract No. 610485: (1) Award to the lowest responsive and responsible bidder, Walker Construction Co., on a lump sum basis, the contract in the amount of \$1,055,000; (2) approve a budget amendment increasing appropriations and revenue by \$300,000 in the Land, Buildings and Improvements budget; (3) approve a budget amendment increasing appropriations and revenue by \$300,000 in the Jail budget; and (4) approve a budget amendment increasing appropriations by \$300,000 in the Accumulated Capital Outlay budget offset by use of assigned fund balance.

SUMMARY

The low bidder on the Jail Recreation Yard & Shower Improvement Project is Walker Construction Co.

DISCUSSION

The Jail has 381 beds. Modifications are proposed to permit more double-bunking within existing cells. Inmate recreation yards will be reconfigured into four separate spaces with additional bathrooms. Eleven showers will be added in the inmate housing areas. These improvements will raise Jail capacity to 483 beds. On May 22, 2018, the Board directed staff to advertise for bids. On July 12, 2018, four bids were received and opened. Walker Construction Co. was the low bidder in the amount of \$1,055,000.

ALTERNATIVES

The Board may decline to award the construction contract at this time. Jail capacity would remain at 381 beds.

OTHER AGENCY INVOLVEMENT

Sheriff Office Administration supports this project. County Counsel has approved the contract documents as to form. Risk

Management has reviewed and approved the contract documents. The recommendation has been reviewed by the County Administrative Office.

FINANCING

The original project was to add 64 beds. Appropriations of \$1,300,000 were included in the FY 2018/19 LB&I budget. A bid addendum was issued to permit the addition of 38 more beds. Total estimated cost increased to \$1,600,000. A budget amendment is proposed increasing appropriations by \$300,000. There is no additional General Fund Impact.

ATTACHMENTS:

Description	Upload Date	Description
Bid Summary Detail	7/16/2018	Bid Summary Detail
Public Works Budget Memo	7/17/2018	Public Works Budget Memo

BID SUMMARY DETAIL Jail Recreation Yard & Shower Improvement Project
 BID OPENING DATE: 7/12/2018

STATE OF CALIFORNIA
 COUNTY OF SHASTA
 DEPARTMENT OF PUBLIC WORKS

PROJECT: Jail Recreation Yard & Shower Improvement Project
 CONTRACT NO. : 610485

PREPARED BY: [Signature] DATE: 7/12/18

CHECKED BY: [Signature] DATE: 7/12/18

ENGINEER'S ESTM.

SHASTA COUNTY
 PUBLIC WORKS DEPT.

LOW BIDDER
 Walker Construction Co.
 14375 Moss Drive
 Redding, CA 96003

2nd BIDDER
 RTA Construction, Inc.
 9614 Tanqueray Court
 Redding, CA 96003

3rd BIDDER
 True North Constructors, Inc.
 5812 Green Acres Drive
 Anderson, CA 96007

NO	TYPE	CODE	ITEM DESCRIPTION	UNITS	BID QUANTITY	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
1	LS	1	Jail Recreation Yard & Shower Improvement Project	LS	1	\$ 1,200,000.00	\$ 1,200,000.00	\$1,055,000.00	\$ 1,055,000.00	\$1,091,500.00	\$ 1,091,500.00	\$ 1,187,627.00	\$ 1,187,627.00
TOTALS							\$ 1,200,000.00	\$ 1,055,000.00		\$ 1,091,500.00		\$ 1,187,627.00	
PERCENTAGE UNDER OR OVER ENGINEER'S ESTIMATE----->								-12%		-9%		-1%	

BID SUMMARY DETAIL Jail Recreation Yard & Shower Improvement Project
 BID OPENING DATE: 7/12/2018

STATE OF CALIFORNIA
 COUNTY OF SHASTA
 DEPARTMENT OF PUBLIC WORKS

PROJECT: Jail Recreation Yard & Shower Improvement Project
 CONTRACT NO. : 610485

PREPARED BY: _____ DATE: _____

CHECKED BY: _____ DATE: _____

ENGINEER'S ESTM.

SHASTA COUNTY
 PUBLIC WORKS DEPT.

4th BIDDER
 Gifford Construction, Inc.
 P.O. Box 492618
 Redding, CA 96049-2618

5th BIDDER

6th BIDDER

NO	TYPE	CODE	ITEM DESCRIPTION	UNITS	BID QUANTITY	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
1	LS	1	Jail Recreation Yard & Shower Improvement Project	LS	1	\$ 1,200,000.00	\$ 1,200,000.00	\$1,289,000.00	\$ 1,289,000.00				
TOTALS							\$ 1,200,000.00	\$ 1,289,000.00					
PERCENTAGE UNDER OR OVER ENGINEER'S ESTIMATE----->								7%		-100%		-100%	

**COUNTY
OF
SHASTA**

DEPARTMENT OF PUBLIC WORKS

Pat Minturn, Director

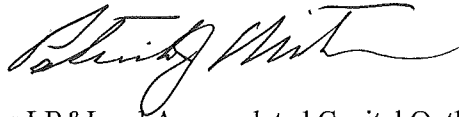
MEMORANDUM

DATE July 17, 2018

FAF 020004

TO Brian Muir, Auditor-Controller

FROM Pat Minturn, Director



SUBJECT Budget Amendments for LB&I and Accumulated Capital Outlay

A budget amendment is requested in the Jail Budget Unit 26000, Land Building and Improvements (LB&I) Budget Unit 16600 and the Accumulated Capital Outlay Budget Unit 16100. The purpose of this budget amendment is to add appropriations and revenue of \$300,000 within the Jail and LB&I Budget Units and add appropriations of \$300,000 within the Accumulated Capital Outlay Budget Unit for the Jail Recreation Yard and Shower Improvement project.

After preparing the budget transfer document, would you please forward it to the CAO's office for approval. It is out intention to present this to the Board of Supervisors for approval on July 24, 2018. Thank you for your assistance in this matter.

PJM/kdc

Attachment

email: Terri Howat, County Chief Financial Officer

County of Shasta

Budget Amendment

Jail /26000
 Department Name & Fund No.

Appropriations

Increase <Decrease>

Cost Center Number	Account Number	Budget Reads	Budget Should Read	Amount of Transfer (+/-)
26000	095166	1,300,000	1,600,000	300,000
Total				300,000

Revenue

Increase <Decrease>

Cost Center Number	Account Number	Budget Reads	Budget Should Read	Amount of Transfer (+/-)
26000	800161	1,300,000	1,600,000	300,000
Total				300,000

County of Shasta

Budget Amendment

Accumulated Capital Outlay/16100
Department Name & Fund No.

Appropriations

Increase <Decrease>

Cost Center Number	Account Number	Budget Reads	Budget Should Read	Amount of Transfer (+/-)
16100	095260	1,300,000	1,600,000	300,000
Total				300,000

Revenue

Increase <Decrease>

Cost Center Number	Account Number	Budget Reads	Budget Should Read	Amount of Transfer (+/-)
Total				-

REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS

BOARD MEETING DATE: July 24, 2018

CATEGORY: Regular - Resource Management-6.

SUBJECT:

Public workshop on the revised draft Shasta County 2014-2019 Housing Element

DEPARTMENT: Planning Division

Supervisory District No. : All

DEPARTMENT CONTACT: Richard W. Simon, Director of Resource Management (530) 225-5789

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

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

RECOMMENDATION

Conduct a public workshop to receive an update from Planning Division staff; and accept public input on the revised draft Shasta County 2014-2019 Housing Element.

SUMMARY

N/A

DISCUSSION

The Revised Draft Shasta County 2014-2019 Housing Element (Revised Draft) is in a 30-day public review period from July 2, 2018 through July 31, 2018. The public workshop is intended to encourage public participation in the review and development of the Revised Draft. Please refer to the attached Memorandum from the Director to the Planning Commission dated July 12, 2018, for a summary of the Revised Draft. No action is required of the Board at this time. The Revised Draft is available for review at the Planning Division website at the link below.

https://www.co.shasta.ca.us/index/drm_index/planning_index/plng_general_plan/2014-2019-draft-housing-element

ALTERNATIVES

No alternatives are available since no action by the Board is required.

OTHER AGENCY INVOLVEMENT

The County Administrative Office has reviewed this recommendation.

FINANCING

There is no General Fund Impact.

ATTACHMENTS:

Description	Upload Date	Description
PC Memo July 12, 2018	7/17/2018	PC Memo July 12, 2018

MEMORANDUM

SHASTA COUNTY DEPARTMENT OF RESOURCE MANAGEMENT 1855 Placer Street, Redding, CA 96001

Environmental Health
Suite 201
225-5787

Air Quality Management
Suite 101
225-5674

Planning Division
Suite 103
225-5532

Administration & Community Education Section
Suite 200
225-5789

Building Division
Suite 102
225-5761

TO: Tim MacLean, Chairman, and Shasta County Planning Commissioners

FROM: Richard W. Simon, AICP, Director of Resource Management

DATE: July 12, 2018

SUBJECT: (REVISED DRAFT) 2014-2019 HOUSING ELEMENT UPDATE WORKSHOP

The State requires each city and county to adopt a General Plan consisting of seven elements: Land Use, Open Space, Conservation, Safety, Noise, Transportation and Housing. General Plan elements may be updated at the jurisdiction's discretion with the exception of the Housing Element. Because housing availability is a statewide concern, the Housing Element must be updated in accordance with a timeline prescribed by the State. This 2014-2019 Housing Element update (5th cycle update) is the last of the five-year updates for Shasta County. Beginning with the 6th cycle update, due in June 2019, the County will be on an eight-year Housing Element update cycle. Shasta County's current certified Housing Element covers the planning period from 2009-2014. Work has been progressing on the 2014-2019 Housing Element, involving planning staff, local agencies, the public and the Planning Commission. Because the County is behind schedule it is important to complete the public review and adoption process as soon as possible and before the next round of grant applications for housing-related funding come due in December 2018.

The Planning Commission held a public workshop on the Draft 2014-2019 Housing Element (Draft) in May 2017, where all comments from agencies and the public were considered. The County then submitted the Draft to the Department of Housing and Community Development (HCD) for review, as required by law. HCD responded in July 2017 with a letter identifying an extensive list of revisions necessary to comply with State housing element law. A principal concern from HCD was the need to adjust housing credits in the lower income categories upwards or provide additional data and analysis supporting the County's draft numbers. Since that time, planning staff, in coordination with the County housing and community action agency, health and human services and other County agencies, local realtors, mobile home dealerships, housing advocates and HCD, has been compiling additional required analyses and supporting data, and has prepared the Revised Draft 2014-2019 Housing Element update (Revised Draft) for public review and the Planning Commission's consideration. The Revised Draft does adjust the County's housing needs numbers upwards and provides additional data and analysis supporting the revised numbers.

This workshop is to provide opportunity for the Planning Commission and the public to review the Revised Draft, focusing on the changes made from the original Draft document in each of the required Housing Element sections. No action is required of the Planning Commission at this time.

Pursuant to State law, the Revised Draft consists of five main sections and ten supporting appendices as follows, with a summary of changes to each main section in the Revised Draft. Refer to the Planning division Website for the full text of the Revised Draft and Appendices at:

https://www.co.shasta.ca.us/index/drm_index/planning_index/plng_general_plan/2014-2019-draft-housing-element

Section I: Introduction

- The housing Element is specifically identified as section 7.3 of the County General Plan
- Reorganized to better convey how each section of the Revised Draft is tied to State housing element law.
- Cites recent legislation affecting housing and how the Revised Draft complies with the law.
- Cites the County's current assigned Regional Housing Needs Assessment (RHNA) and explains that the County must also accommodate the RHNA carried over from the previous Housing Element.
- Explains the County's program to amend the General Plan and Zoning Plan and rezone land to accommodate the County's RHNA for lower income households.
- Updates the public participation program.

Section II: Housing Needs Assessment

- Includes a section on data collection and methodology that identifies the primary sources for Shasta County demographic and housing data as HCD's *Shasta County 2014 Housing Element Data Package*, US Census, American Community Survey, California Department of Finance, California Employment Development Department, and others identified in the document.
- Updates and revises various tables and statistics to reflect the primary data.
- Updates and revises references to programs to reflect the revised organization numbering in the Revised Draft.
- Expands and updates the narrative in the Female Heads of Households, Persons with Disabilities and Farmworkers sections.
- Explains the County's program providing for Emergency Shelters in the Commercial-Light Industrial zone district.
- Explains the addition of the mobile home park conversion provisions added to the Zoning Plan.
- Adds new manufactured homes on vacant residential lots as an affordable housing option based on data and analysis.
- Updates numbers on County-provided housing assistance through housing Choice Vouchers, Veterans housing vouchers and Down Payment Assistance.
- Includes updated numbers for the County's RHNA.

Section III: Housing Constraints

- Updates statistics on available land for residential development based on data and analysis.
- Updates potential residential density tables and programs designed to reduce housing development

constraints consistent with recommended amendments to the Zoning Plan and General Plan.

- Explains recent recommended amendments to the General Plan and Zoning Plan related to Planned Development zones, Density Bonus provisions, Agricultural Worker and Employee, single room occupancy in Boarding houses, and Reasonable Accommodation.
- Adds an explanation of the environmental review process under the California Environmental Quality Act (CEQA) and Native American Consultation requirements as a potential constraints to housing development in the County.
- Provides more detailed explanation of the various permit approval procedures and associated costs, includes the process for requesting and granting Reasonable Accommodation.
- Provides a detailed breakdown of the estimated total costs of new home construction and manufactured home installation based on data and analysis.
- Combines housing resources section into section III and expands narrative with reference to Housing Element programs designed to reduce constraints, and educate the public on what is available.

Section IV: Achieving Regional Housing Needs Allocation

- Updates text and tables related to the RHNA to include the carryover from the previous housing element as well as the credits toward meeting the County's RHNA through units built according to income level and the remaining unmet need.
- Refers to Appendix B for supporting data and analyses.

Section V: Housing Plan

- Reformats Objectives and Policies (Section A) to be consistent with General Plan format.
- Refers to and summarizes the General Plan amendments recommended in GPA18-001.
- Reformats, eliminates, updates and consolidates programs for the 2014-2019 planning period.
- Adds an "objective" to each program with a quantifiable objective where feasible.

2014-2019 Housing Element Update Overview

2014-2019 RHNA – An important component of HCD's review of a Housing Element update is the evaluation of the success of the County's policies and programs to accommodate its RHNA through land use planning efforts. Compliance with this requirement is measured by the jurisdictions ability to provide adequate land with adequate density and appropriate development standards to accommodate the RHNA. For 2014-2019 Housing Element update, HCD has assigned at RHNA of 755 units for the unincorporated county in the following income categories:

- 189 units "Very Low Income" (less than 50 percent median household income)
- 117 units "Low Income" (50 to 80 percent median household income)
- 128 units "Moderate Income" (80 to 120 percent median household income)
- 321 units "Above Moderate Income" (above 120 percent median household income)

Shasta County is not required to construct or ensure that others construct the housing units prescribed by the RHNA process. Rather, the County is to ensure that it is possible for these units to be built by others based on market conditions, demand and available funding, by zoning sufficient land to accommodate the RHNA, and

through the implementation of goals, policies and programs of the Housing Element aimed at reducing constraints to the development of affordable housing.

The Housing Element update includes programs that could lead to subsequent applications for construction projects, or for changes in the Land Use Element of the General Plan or the Zoning Plan. The Housing Element is not a development project per se, nor does it allow or commit the County to a particular course of action relative to any specific development project in the future. Any applications that change the text or maps of either the General Plan or Zoning Plan, whether initiated by the County or by individuals, will be processed as separate projects consistent with adopted County procedures including applicable environmental reviews.

2009-2014 Housing Element RHNA Carryover and Incomplete Programs – The unaccommodated housing need from the 2009-2014 Housing Element, as well as some key programs that were not completed, will carry over to the 2014-2019 planning cycle for addressing the overall housing needs of the County which have not been met, including:

- **Unmet Housing Needs.** The County had an assigned RHNA number of 970 very low- income units from the 2009-2014 planning period. The unaccommodated need from that planning period is 841 very low-income units. In addition to the RHNA for the 2014-2019 Housing Element Update, the County needs to demonstrate that it has adequate sites to accommodate these 841 very low-income units. This amounts to a total housing need of 1,030 very low-income units when the current RHNA and the carryover from the previous RHNA are combined.
- **Default Density.** The County's default density is a minimum of 20-units per acre because it is located within a Metropolitan Statistical Area (MSA) with a population of less than two million. The current maximum default density allowed by the Shasta County General Plan is 16-units per acre. The Revised Draft refers to the County's rezoning program which addresses the amendments to the General Plan and the Zoning Plan necessary to meet the density requirements established by the State. Both General Plan Amendment GPA18-001 and Zoning Plan Amendment Z17-003 have been reviewed by the Planning Commission and sent to the Board of Supervisors with a recommendation for approval.
- **Emergency Shelters, Transitional Housing and Supportive Housing.** Housing Element Law specifically requires zoning for emergency shelters under Government Code Section 65583 as a result of requirements established by Senate Bill 2. The County's rezone program addresses this requirement in Z17-003 by allowing emergency shelters by right in the commercial-Light Industrial zone and allowing transitional and supportive housing in residential zones subject to the same requirements as other residential uses. The Revised Draft acknowledges this.

Other Changes in Housing Element Law – Recent changes to State Housing Element Law have occurred since 2014 and must also be addressed. Senate Bill 812 modified Government Code Section 65583 to require the analysis of the special housing needs of persons with developmental disabilities. This analysis asks jurisdictions to include an estimate of the number of persons with developmental disabilities, an assessment of the housing need, and a discussion of potential resources. The Revised Draft includes the necessary discussion and analysis, and acknowledges the addition of Reasonable Accommodation provisions in Chapter 17.100 of the Zoning Plan recommended in Z17-003.

Other key items in the 2014-2019 Housing Element Update – In addition to the changes in the Revised Draft described above, the following are important components of the 2014-2019 update:

- The County administered a comprehensive survey targeting agencies, organizations, advocates and the public to gain a deeper understanding of resident housing needs, available programs and effectiveness of existing policy at addressing affordable housing, homelessness and special needs housing in the County. the Planning Commission held two public workshops and two noticed public hearings on the program to amend the General Plan and Zoning Plan in accordance with the 2009-2014 Housing Element, and recommended that the Board of Supervisors approve the proposed amendments.
- The Revised Draft updated population, household characteristics, housing stock, housing cost, and housing need information based on current data and analysis in support of the revised housing needs calculation in the Revised Draft.
- The Revised Draft updated the land use inventory, including the availability of undeveloped land suitable for housing for all income levels and shows how this inventory addresses the combined 2014-2019 RHNA and the carryover from the 2009-2014 Housing Element.
- Consolidated programs to focus on those with the most impact that can be implemented.
- The 2014-2019 Housing Element Update concludes that with the approval of the rezone program underway, the County has an adequate number of sites to meet the 2014-2019 Regional Housing Needs Allocation and the carryover from the 2009-2014 Housing Element.

Next Steps

Following this July 12th Planning Commission public workshop on the Revised Draft, there will be another public workshop with the Board of Supervisors on July 24th. The public review period for the Revised Draft ends on July 31st, and all written and oral comments will be considered and incorporated into the Revised Draft.

The Revised Draft, with responses to comments, will be brought to the Planning Commission in August for public hearing and to consider making a recommendation to the Board of Supervisors. Following the Board's consideration of the Revised Draft and public comments, and preliminary adoption, the Revised Draft will be sent to the Department of Housing and Development (HCD) for a forty-five day review and comment period.

Following receipt of HCD's comments the Revised Draft will be amended as needed and prepared for final consideration and adoption by the Planning Commission and Board of Supervisors.

RS/bg