



# SHASTA COUNTY

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## 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, August 21, 2018, 9:00 AM**

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

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

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

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

### **CALL TO ORDER**

Invocation: Royal Blue, Veteran Pastor

Pledge of Allegiance: Supervisor Kehoe

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

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

## **CONSENT CALENDAR**

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

## **GENERAL GOVERNMENT**

### **C 1     Administrative Office**

Approve and authorize the Chairman to sign a Second Amendment, effective date of signing, to the July 8, 2011 Property Acquisition Agreement with the State of California Judicial Council of California and the State Public Works Board (State) to subordinate the County's interest in a use restriction as a condition to the issuance of lease revenue bonds to finance the new courthouse construction.

**No General Fund Impact**

**Simple Majority Vote**

### **C 2     Auditor-Controller**

Accept the annual report of shortage reimbursements in the amount totaling \$780.85 for Fiscal Year 2017-18 made by the Auditor-Controller in accordance with Resolution No. 2004-56.

**General Fund Impact**

**Simple Majority Vote**

### **C 3     Clerk of the Board**

Approve the minutes of the meeting held on August 14, 2018 as submitted.

**No General Fund Impact**

**Simple Majority Vote**

### **C 4     County Clerk/Registrar of Voters**

Adopt a resolution authorizing election consolidation of local elections, as provided by California Elections Code sections 10400 *et seq.*, for local jurisdictions that have called for an election on November 6, 2018.

**No Additional General Fund Impact**

**Simple Majority Vote**

## **HEALTH AND HUMAN SERVICES**

**C 5 Health and Human Services Agency-Adult Services**

Approve and authorize the Chairman to sign a retroactive renewal agreement with the National Alliance on Mental Illness Shasta County in an amount not to exceed \$60,000 to provide mental health education and recovery programs for the period July 1, 2018 through June 30, 2021.

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

**C 6 Health and Human Services Agency-Adult Services**

**Health and Human Services Agency-Children's Services**

Take the following actions for the Shasta County Mental Health, Alcohol and Drug Advisory Board: (1) Appoint Connie Webber for a term to expire December 31, 2019; and (2) appoint Joseph "Ron" Vigil and Naomi Coates for terms to expire December 31, 2020.

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

**C 7 Health and Human Services Agency-Business and Support Services**

Accept a donation from Simpson University valued at \$4,650 for housing the California Medical Assistance Team (CalMAT) team during its deployment to Shasta County during the Carr Fire.

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

**C 8 Health and Human Services Agency-Business and Support Services**

Take the following actions: (1) Approve and authorize the Chairman to sign a Letter of Interest for the Fiscal Year (FY) 2018-19 Intergovernmental Transfer in order to contribute up to \$4,586,294 to receive funding to assist in financing health improvements for Medi-Cal beneficiaries in Shasta County; and (2) authorize the Health and Human Services Agency (HHSA) Director, or any Branch Director designated by the HHSA Director, to complete and submit the State FY 2018-19 Voluntary Rate Range Program Supplemental Attachment to the California Department of Health Care Services.

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

**C 9 Health and Human Services Agency-Children's Services**

Approve and authorize the Chairman to sign an amendment, effective date of signing, to the agreement with Shasta County Office of Education to increase maximum compensation for Fiscal Year 2018-19 by \$50,000 to provide more Triple P parenting services (for a new total not to exceed \$233,688 during the entire term of the agreement) and retain the term November 14, 2017 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 and authorizes the Chairman to sign a

revenue renewal agreement, Cooperative Agreement No. 02A1758, with the State of California Department of Transportation (Caltrans) in the amount of \$974,554.14 for the Opportunity Center (OC) to provide roadside maintenance services for the period October 12, 2018, or upon Caltrans approval, whichever is later, through October 11, 2021; and (2) approve and authorize the Health and Human Services Agency (HHSA) Director, or any HHSA Branch Director designated by the HHSA Director, to sign minor amendments and other documents as required by Caltrans, including retroactive, that do not result in a substantial or functional change to the original intent of the agreement and do not result in a change in compensation of more than \$15,000 as long as they otherwise comply with Administrative Policy 6-101, *Shasta County Contracts Manual*.

**No General Fund Impact**

**Simple Majority Vote**

## **LAW AND JUSTICE**

### **C 11 District Attorney**

Adopt a resolution which approves and authorizes the Shasta County District Attorney to: (1) Serve as the grant agent for Shasta County for the purpose of the Elder Abuse (XE) Program (Program); (2) sign the Program grant award agreement in an amount not to exceed \$131,166 for the period January 1, 2019 through December 31, 2019; (3) execute and submit future Program-related documents including, but not limited to, applications, agreements, amendments, and payment requests, including retroactive, which may be necessary for the implementation of the Program through December 31, 2019; and (4) administer the grant Program.

**General Fund Impact**

**Simple Majority Vote**

## **PUBLIC WORKS**

### **C 12 Public Works**

#### **County Service Area No. 17-Cottonwood**

On behalf of County Service Area (CSA) No. 17-Cottonwood Sewer, approve and authorize the Chairman to sign an agreement with PACE Engineering, Inc. in an amount not to exceed \$1,251,780 (the Public Works Director may amend the agreement up to 5% of the original total amount for an additional \$63,000) to provide engineering and construction management services for the "CSA 17-Cottonwood Wastewater Treatment Plant Improvement Project," Contract No. 610498, for the period date of signing through March 30, 2023, or when a Notice of Completion is filed for the project with County's acceptance of Operational Manuals, whichever comes first.

**No General Fund Impact**

**Simple Majority Vote**

### **C 13 Public Works**

Approve and authorize the Chairman to sign an amendment to the agreement with Marksman Pest Control to provide pest control services to increase maximum compensation from \$50,000 to \$85,000 to provide additional services and retain



the term September 19, 2016, with two automatic one-year renewals.

**No Additional General Fund Impact**

**Simple Majority Vote**

**C 14 Public Works**

Approve and authorize the Public Works Director to sign a Notice of Completion for the “HHSA Access Control System Project,” Contract No. 610487, and record it within 15 days of actual completion of the work.

**No Additional General Fund Impact**

**Simple Majority Vote**

**C 15 Public Works**

Approve and authorize the Board to reject all bids for construction on the “Various Permanent Road Divisions (2018),” Contract No. 111018.

**No General Fund Impact**

**Simple Majority Vote**

**SPECIAL DISTRICTS/OTHER AGENCIES CONSENT CALENDAR**

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

**SHASTA COUNTY IHSS PUBLIC AUTHORITY GOVERNING BOARD**

**The Shasta County Board of Supervisors does not receive any additional compensation or stipend for acting as the Shasta County IHSS Public Authority Governing Board.**

**SDC 1 Health and Human Services Agency-Adult Services**

Approve and authorize the Chairman to sign a retroactive agreement with Excellesoft Partners, LLC in an amount not to exceed \$30,240 (with annual advance payments) to provide an In-Home Supportive Services Public Authority registry and adult services database for the period July 1, 2018 through June 30, 2021.

**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**

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.

**GENERAL GOVERNMENT**

**R 1     Administrative Office**

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

**No General Fund Impact**

**No Vote**

**R 2     County Counsel**

Take the following actions: (1) Receive a presentation from County Counsel concerning the law related to limited density owner-built rural dwelling building standards; and (2) provide direction to staff.

**No Additional General Fund Impact**

**Simple Majority Vote**

**LAW AND JUSTICE**

**R 3     District Attorney**

Receive a report on the Fiscal Year 2017-18 Real Estate Fraud Investigations (Unit) and confirm the effectiveness of the Unit.

**No Additional General Fund Impact**

**Simple Majority Vote**

**R 4     Sheriff**

Adopt a resolution which recognizes that the circumstances and factors that led to the July 30, 2018 ratification of a local emergency proclamation due to the wildland fire identified as the "Carr Fire" have not been resolved and that there is a need for continuation of the local emergency proclamation.

**General Fund Impact**

**Simple Majority Vote**

**SCHEDULED HEARINGS**

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

**PUBLIC WORKS**

**R 5     Public Works**

**County Service Area No. 25-Keswick Water**

Take the following actions on behalf of County Service Area (CSA) No. 25-Keswick Water: (1) Conduct a public hearing to consider adopting an urgency ordinance which temporarily suspends service and late fees for CSA No. 25-Keswick Water; (2) close the public hearing; and (3) introduce, waive the reading of, and enact an Urgency Ordinance of the Board of Supervisors of the County of Shasta, County Service Area No. 25-Keswick Water, Temporarily Suspending Charges and Fees for Water and Related Services.

**General Fund Impact**

**4/5 Vote**

**CLOSED SESSION ANNOUNCEMENT**

**R 6     The Board of Supervisors will recess to a Closed Session to discuss the following items (Est. 10 minutes):**

CONFERENCE WITH LEGAL COUNSEL - Existing Litigation  
(Government code section 54956.9, subdivision (d), paragraph (1))

Name of case: *Medicine for our Military, et al. v. County of Shasta, 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:
08/28/2018		<b>Board of Supervisors Meeting Canceled</b>	
09/04/2018		<b>Board of Supervisors Meeting Canceled</b>	
09/11/2018	8:30 a.m.	Air Pollution Control Board Meeting	Board Chambers
09/11/2018	9:00 a.m.	Board of Supervisors Meeting	Board Chambers
09/13/2018	2:00 p.m.	Planning Commission Meeting	Board Chambers
09/18/2018	9:00 a.m.	Board of Supervisors Meeting	Board Chambers
09/25/2018		<b>Board of Supervisors Meeting Canceled</b>	
10/02/2018	8:30 a.m.	Air Pollution Control Board Meeting	Board Chambers
10/02/2018	9:00 a.m.	Board of Supervisors Meeting	Board Chambers

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

**The County of Shasta does not discriminate on the basis of disability in admission to, access to, or operation of its buildings, facilities, programs, services, or activities. The County does not discriminate**

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

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

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

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

REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS

**BOARD MEETING DATE:** August 21, 2018

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

**SUBJECT:**

Approve a Second Amendment to the Property Acquisition Agreement between Shasta County and the State of California Judicial Council of California.

**DEPARTMENT:** Administrative Office

**Supervisory District No. :** All

**DEPARTMENT CONTACT:** Terri Howat, County Chief Financial Officer, 530-225-5561

**STAFF REPORT APPROVED BY:** Terri Howat, County Chief Financial Officer

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

**RECOMMENDATION**

Approve and authorize the Chairman to sign a Second Amendment, effective date of signing, to the July 8, 2011 Property Acquisition Agreement with the State of California Judicial Council of California and the State Public Works Board (State) to subordinate the County's interest in a use restriction as a condition to the issuance of lease revenue bonds to finance the new courthouse construction.

**SUMMARY**

N/A

**DISCUSSION**

Pursuant to the July 8, 2011 Property Acquisition Agreement (PAA), the County conveyed to the State fee title to the real property commonly known as 1525 Court Street and certain real property adjacent to 1525 Court Street (the "Public Safety Building Site"). The PAA contains language essentially requiring that the property the County of Shasta transferred to the State be used by the Superior Court for Court purposes (the "Use Restriction"). Bond Counsel for the State is of the opinion that this "Use Restriction" gives the County an interest in the Public Safety Building Site.

In order for the State to obtain financing for the Shasta County New Redding Courthouse, the State Public Works Board requires that the County of Shasta subordinate its interest in the property at 1525 Court Street and certain real property adjacent to 1525 Court Street to the bond financing agreements.

The subordination agreement will not extinguish the County's interest in the Use Restriction. It will place it behind the interests in the Public Safety Building Site created by the bond financing agreements. The County has been informed that the bond financing agreements will also have requirements that the site be used as a courthouse.

**ALTERNATIVES**

If the amendment does not go into effect then, in all likelihood, construction of the Shasta County New Redding Courthouse will not move forward.

**OTHER AGENCY INVOLVEMENT**

County Counsel has reviewed this Second Amendment and approved it as to form.

**FINANCING**

No General Fund impact.

**ATTACHMENTS:**

Description	Upload Date	Description
2nd Amendment to Property Acquisition Agreement	8/16/2018	2nd Amendment to Property Acquisition Agreement

## SECOND AMENDMENT TO PROPERTY ACQUISITION AGREEMENT

THIS SECOND AMENDMENT TO PROPERTY ACQUISITION AGREEMENT (this “**Second Amendment**”) is dated as of \_\_\_\_\_, 2018, for reference purposes only and is by and among the STATE OF CALIFORNIA (the “**STATE**”), acting by and through the JUDICIAL COUNCIL OF CALIFORNIA (the “**Judicial Council**”), the COUNTY OF SHASTA, a political subdivision of the State of California (the “**SELLER**”), and the STATE PUBLIC WORKS BOARD OF THE STATE OF CALIFORNIA, an entity of state government of the State of California (the “**Board**”), each a “**Party**,” collectively the “**Parties**.”

### R E C I T A L S:

A. The State of California is the fee simple owner of the Property, and Judicial Council has identified the Property as the location of the Shasta County New Redding Courthouse Project (the “**Project**”).

B. STATE acquired the Property from SELLER further to the terms and conditions in that certain Property Acquisition Agreement dated July 8, 2011, between STATE, as purchaser, and the SELLER, as seller, and consented to by the Board which was amended by that certain First Amendment to Property Acquisition Agreement dated April 3, 2012 (together, the “**Agreement**”).

C. Paragraph 10.e of the Agreement provides that STATE represents and warrants that the acquisition of the Real Property is solely for use by the Superior Court of California, Shasta County (the “**Use Restriction**”).

D. Further to the Agreement, SELLER conveyed fee title interest in the Real Property to the STATE under that certain Grant Deed recorded August 26, 2011, as Document No. 2011-0025566 of Official Records of Shasta County.

E. Judicial Council intends to finance the construction of the Project through the issuance of Board lease revenue bonds (the “**Board Bonds**”), which will be secured in part by a site lease between Judicial Council, as lessor, and the Board, as lessee (the “**Site Lease**”), and a facility lease between the Board, as sublessor, and Judicial Council, as sublessee (the “**Facility Lease**”) pertaining to the Property and the Project.

F. As a condition to issuing the Board Bonds, the Board requires that SELLER subordinate its interest in the Property under the Use Restriction to the liens of the Site Lease and Facility Lease (together the “**Board Financing Agreements**”).

**NOW, THEREFORE**, in consideration of the mutual promises hereinafter contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby covenant and agree as follows:

A G R E E M E N T:

1. Definitions; Recitals. The capitalized terms used in the Second Amendment shall have the same definitions as set forth in the Agreement to the extent that such capitalized terms are defined therein and not redefined in this Second Amendment. Further to the provisions in California Evidence Code section 622, the Recitals are incorporated herein by this reference and are deemed to be conclusively true as among the Parties and their successors and assigns.

2. Subordination. The Use Restriction shall be subject and subordinate to the Board Financing Agreements and any and all amendments, extensions, renewals, modifications, refinances, and replacements of the Site Lease and Facility Lease that are anticipated to be entered into by and between the Board and Judicial Council for the purpose of obtaining financing for the Project through the issuance of the Board Bonds. Any modification of the Agreement as amended by this Second Amendment shall require the written consent of the Board.

3. Acknowledgements and Agreements of the County. SELLER declares, acknowledges, and agrees that:

- a. The Board would not issue the Board Bonds and would not enter into the Board Financing Agreements and incur the obligations imposed therein without this Second Amendment.
- b. SELLER intentionally and unconditionally subjects and subordinates the liens, claims, and charges of the Use Restriction in favor of the Board Financing Agreements and understands that in reliance upon, and in consideration of, this subjection and subordination, specific financing is being and will be made and, as part and parcel thereof, specific leasehold, monetary, and other obligations will be entered into, that would not be made or entered into but for the Board's reliance upon this subjection and subordination.
- c. There are no defaults (or conditions or events which, with notice or the passage of time or both, would constitute a default), known to SELLER as of the date hereof, under its obligations set forth in the Use Restriction.

4. Integration; No Waiver. This Second Amendment is the whole and only agreement with regard to the subordination of the Use Restriction and SELLER's



interest in the Property to the Board Financing Agreements. The Agreement as modified by this Second Amendment may not be modified or amended except by a written agreement signed by the Parties. No waiver shall be deemed to be made by Judicial Council or the Board or SELLER of any of their rights hereunder unless the same shall be in writing signed on behalf of Judicial Council and the Board and SELLER.

5. Conflict; No Further Modification. In the event of any conflict between the Agreement and this Second Amendment, the terms of this Second Amendment shall prevail. Except as specifically set forth in this Second Amendment, all of the terms and provisions of the Agreement shall remain unmodified and in full force and effect. There are no other modifications, express or implied.

6. Counterparts. This Second Amendment may be executed in counterparts, and all counterparts constitute but one and the same document.

***[SIGNATURES ON NEXT PAGE]***

**IN WITNESS** of the foregoing provisions, the Parties have entered into this Second Amendment as of the date written above.

**STATE:**

APPROVED AS TO FORM:  
Judicial Council of California,  
Legal Services

**THE STATE OF CALIFORNIA acting by  
and through the JUDICIAL COUNCIL OF  
CALIFORNIA**

By: CR Martel  
Name: Charles R. Martel  
Title: Supervising Attorney  
Date: 8-10-2018

By: JFW  
Name: John Wordlaw  
Title: Chief Administrative Officer  
Date: 8/15/18

**SELLER:**

ATTEST:

**COUNTY OF SHASTA, a political  
subdivision of the State of California**

Clerk to the Board of Supervisors

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

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: Chair, Board of Supervisors  
Date: \_\_\_\_\_

APPROVED AS TO FORM:  
RUBIN E. CRUSE, JR., COUNTY  
COUNSEL

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: County Counsel  
Date: \_\_\_\_\_

**AUTHORIZED:**

**STATE PUBLIC WORKS BOARD**

By: \_\_\_\_\_  
Name: Andrea Scharffer  
Title: Deputy Director  
Date: \_\_\_\_\_

REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS

**BOARD MEETING DATE:** August 21, 2018

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

**SUBJECT:**

FY 17/18 Annual Report of Shortage Reimbursements

**DEPARTMENT:** Auditor-Controller

**Supervisory District No. :** All

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

**STAFF REPORT APPROVED BY:** Brian Muir, Auditor-Controller

<b>Vote Required?</b>	<b>General Fund Impact?</b>
Simple Majority Vote	General Fund Impact

**RECOMMENDATION**

Accept the annual report of shortage reimbursements in the amount totaling \$780.85 for Fiscal Year 2017-18 made by the Auditor-Controller in accordance with Resolution No. 2004-56.

**SUMMARY**

Resolution No. 2004-56, Government Code sections 29390 and 29390.1 allows the Board of Supervisors to authorize the Auditor-Controller to relieve shortages in accounts where the shortage does not exceed \$500. Circumstances pertaining to the specifics of each incident have been thoroughly reviewed and appropriate corrective action taken with personnel responsible. There is no evidence of employee fraud involved. Appropriate follow-up and reinforced staff training pertaining to cash handling procedures, and internal controls also occurred.

**DISCUSSION**

The following summary recaps specific occurrences for the cumulative \$780.85:

DATE	FUND	AMOUNT	DEPARTMENT	REMARKS
11/10/2016	Public Safety	25.00	Probation	Uncollectable bad check
11/15/2016	Public Safety	25.00	Probation	Uncollectable bad check
10/18/2017	General	100.00	Treasurer	Uncollectable counterfeit bill
1/12/2018	Social Services	10.00	HHSA	Cash shortage \$10 - Deposit 01-12-18 reconciling day's receipts
4/23/2018	Public Safety	5.00	Sheriff	Cash shortage \$5 in reconciling day's receipts
Annual Total	General	6.65	Assessor/Recorder	Annual total of shortages due to various reasons.
Annual			Treasurer/Tax	

Total	General	609.20	Collector	Annual total of shortages due to various reasons.
		<b>\$780.85</b>		

## **ALTERNATIVES**

The Board could choose not to accept this annual report for FY 2017/18, but that would be contrary to Resolution No. 2004-56 which requires the Auditor-Controller to render a written account to the Board of Supervisors of any shortage reimbursements made by the Auditor-Controller at the end of a fiscal year.

## **OTHER AGENCY INVOLVEMENT**

Appropriate documentation and coordination between the departments seeking relief for the shortages and Auditor-Controller's Office occurred. This report has been shared with the County Administrative Office.

## **FINANCING**

The cumulative total of \$780.85 shortage reimbursements were recognized in the appropriate cost centers as part of FY 17/18 budget.

### **ATTACHMENTS:**

Description	Upload Date	Description
FY 17/18 ANNUAL SHORTAGE REIMBURSEMENTS	8/14/2018	FY 17/18 ANNUAL SHORTAGE REIMBURSEMENTS



# Shasta County

## OFFICE OF THE AUDITOR-CONTROLLER

1450 Court Street, Suite 238  
Redding, California 96001-1671  
Phone (530) 225-5771

**BRIAN MUIR**  
AUDITOR-CONTROLLER

**NOLDA SHORT**  
ASST. AUDITOR-CONTROLLER

### INTER-OFFICE MEMORANDUM

#### NOTICE OF RELIEF OF ACCOUNTABILITY GRANTED

TO: Tracie Neal, Chief Probation Officer

FROM: Sam Osborne, Chief Deputy Auditor

DATE: November 17, 2017

Based upon your request, and our review, of events and/or circumstances surrounding the bad check deemed uncollectible, the Shasta County Auditor-Controller, under authority delegated by Board of Supervisors' Resolution 2004-56 and Government Code 29390 and 29390.1, does hereby grant relief of accountability for the following transaction:

<u>Shortage Situation/Account</u>	<u>Amount</u>	<u>Date</u>
Uncollectible Bad Check (D0131709, Ck 1233, Zolani)	\$25.00	11/10/2016
Uncollectible Bad Check (D0131800, Ck 2713, Clark)	\$25.00	11/15/2016

#### Action To Be Taken:

- (X) Write-Off of Accounts Receivable: You are hereby granted relief of accountability for the outstanding bad check listed above. Please prepare a journal entry, crediting 00195-002203 and debiting 26303-799900 to write off the loss or non-recoverable account.
- ( ) Replenish Amount of Loss: The Auditor-Controller's office will issue, (within a few days), a warrant in the amount of the loss to replenish the fund from which the loss occurred. This payment will be charged to the Miscellaneous Expense Account (#034300) in your budget.
- ( ) Offset Loss Against Revenue: If the loss is from revenue receipts, you are authorized to offset the loss against the revenue account from which the receipts were received by making a journal entry, or as a negative entry on a subsequent deposit.
- ( ) Deposit Overage of Collection to Over/Short Account: If the shortage was from making change or accepting less than the amount due, you are authorized to record the shortage to the Over/Short Account (#799900) in your budget with your next deposit.
- ( ) Other:

Documenting Authorization for Write-Offs Made: Departments do not have authority to write off any amounts due for which they are charged with the duty of collection. When authorized write-offs are made, be sure to make the notation in the accounting records, journal entries, deposit forms, etc., the date the write-off was authorized, and whether authorized by the Board of Supervisors or the Auditor-Controller. Also, attach a copy of this notice to any transaction forms, such as journal entries, deposits, etc., sent to the Auditor-Controller, which affect the write-off.

Approved: Brian Muir, Auditor-Controller

By: Deputy

cc: Board of Supervisors



**SHASTA COUNTY PROBATION DEPARTMENT**

2684 Radio Lane  
Redding, CA 96001  
(530) 245-6200 FAX: (530) 245-6001

A handwritten signature in black ink, appearing to read "Tracie Neal", is written over a circular stamp.

**Tracie Neal**  
Chief Probation Officer

217 3 30 AM 10 49

To: Brian Muir, Auditor-Controller

From: Tracie Neal, Chief Probation Officer

A handwritten signature in black ink, appearing to read "Tracie Neal", is written over the printed name.

Date: 8/29/17

Subject: Bad Checks

The Probation Department has received the following two checks previously deposited for books for Parent Project classes.

- Check # 1233, Zolani, \$25.00, written January 26, 2015, deposited November 1, 2016, returned due to the account being frozen.
- Check# 2713, Clark, \$25.00, written April 12, 2016, deposited November 1, 2016, returned due to the account being closed.

In both cases the checks were deposited more than six months after they were received. As part of the Parent Project Class, some participants are required to pay for the books. The money is collected by the parent partner and forwarded to the Accounting Technician for deposit. This year, the parent partner experienced a serious medical emergency and was on medical leave for an extended period of time. The existing money as well as additional funds collected were placed in an envelope. Upon the return of the parent partner, the money was discovered and deposited. Additional staff have since been informed of the importance of timely deposits and will cover the task of ensuring any money collected from the classes is promptly submitted for deposit.

I am requesting relief of accountability for the two checks listed as the delay in making the deposits causes these checks to become uncollectible rather than negligence on the part of the party writing the checks.

SAFER COMMUNITIES  
BETTER LIVES



# Shasta County

## OFFICE OF THE AUDITOR-CONTROLLER

1450 Court Street, Suite 238  
Redding, California 96001-1671  
Phone (530) 225-5771

**BRIAN MUIR**  
AUDITOR-CONTROLLER

**NOLDA SHORT**  
ASST. AUDITOR-CONTROLLER

### INTER-OFFICE MEMORANDUM

#### NOTICE OF RELIEF OF ACCOUNTABILITY GRANTED

TO: Lori J. Scott, Treasurer-Tax Collector-Public Administrator

FROM: Sam Osborne, Chief Deputy Auditor *[Signature]*

DATE: November 16, 2017

Based upon your request, and our review, of events and/or circumstances surrounding the cash shortage of \$100.00 on 10/18/2017, the Shasta County Auditor-Controller, under authority delegated by Board of Supervisors' Resolution 2004-56 and Government Code 29390 and 29390.1, does hereby grant relief of accountability for the following transaction:

<u>Shortage Situation/Account</u>	<u>Amount</u>	<u>Date</u>
Uncollectable Counterfeit Bill (D0143683)	\$100.00	10/18/2017

#### Action To Be Taken:

- ( ) Write-Off of Accounts Receivable: You are hereby granted relief of accountability for the outstanding counterfeit bill listed above. Please prepare a journal entry, crediting the account originally deposited to and debiting 11100-799900 to write off the loss or non-recoverable account.
- ( ) Replenish Amount of Loss: The Auditor-Controller's office will issue, (within a few days), a warrant in the amount of the loss to replenish the fund from which the loss occurred. This payment will be charged to the Miscellaneous Expense Account (#034300) in your budget.
- ( ) Offset Loss Against Revenue: If the loss is from revenue receipts, you are authorized to offset the loss against the revenue account from which the receipts were received by making a journal entry, or as a negative entry on a subsequent deposit.
- ( ) Deposit Overage of Collection to Over/Short Account: If the shortage was from making change or accepting less than the amount due, you are authorized to record the shortage to the Over/Short Account (#799900) in your budget with your next deposit.
- (X) Other: You are hereby granted relief of accountability for the outstanding counterfeit bill listed above. The deposit listed above debits 11100-799900 to write off the loss or non-recoverable account. No further action is necessary at this time.

Documenting Authorization for Write-Offs Made: Departments do not have authority to write off any amounts due for which they are charged with the duty of collection. When authorized write-offs are made, be sure to make the notation in the accounting records, journal entries, deposit forms, etc., the date the write-off was authorized, and whether authorized by the Board of Supervisors or the Auditor-Controller. Also, attach a copy of this notice to any transaction forms, such as journal entries, deposits, etc., sent to the Auditor-Controller, which affect the write-off.

Approved: Brian Muir, Auditor-Controller

By: Deputy

cc: Board of Supervisors

## MEMORANDUM

Office Of:  
Lori J. Scott  
Treasurer-Tax Collector-Public Administrator

TO: Brian Muir, Auditor-Controller

FROM: Lori J. Scott, Treasurer-Tax Collector-Public Administrator *LL*

SUBJECT: Cash Shortage of \$100 on 10/17/17

DATE: October 18, 2017

*LL*  
*ns*

.....

While counting the cash of deposit D0143667 for the Tax Collector on 10/18/17, the Treasury staff found a counterfeit \$100 dollar bill. The Tax Collector staff had taken 292 hundred dollar bills on 10/17/17 so it was not possible to determine which tax payer paid with the counterfeit bill. Deposit D0143683 in the amount of \$-100.00 was processed to account for the counterfeit bill.

The counterfeit bill was given to the Redding Police Department and report number 17-77128 was provided to the Treasurer.

The Tax Collector staff has gone through additional training for use of the money counters and reminders on visual detection of counterfeit bills.

Please accept this memo as a request to relieve the Treasurer -Tax Collector staff for accepting this counterfeit bill. No fraud or gross negligence was found and the loss is not covered by insurance.

Thank you for your consideration.

2017 OCT 18 PM 4 33





# Shasta County

## OFFICE OF THE AUDITOR-CONTROLLER

1450 Court Street, Suite 238  
Redding, California 96001-1671  
Phone (530) 225-5771

**BRIAN MUIR**  
AUDITOR-CONTROLLER

**NOLDA SHORT**  
ASST. AUDITOR-CONTROLLER

### INTER-OFFICE MEMORANDUM

#### NOTICE OF RELIEF OF ACCOUNTABILITY GRANTED

TO: Tracy Tedder, HHSA Branch Director

FROM: Sam Osborne, Chief Deputy Auditor

DATE: February 2, 2018

Based upon your request, and our review, of events and/or circumstances surrounding the cash shortage of \$10.00 on 10/10/2017, the Shasta County Auditor-Controller, under authority delegated by Board of Supervisors' Resolution 2004-56 and Government Code 29390 and 29390.1, does hereby grant relief of accountability for the following transaction:

<u>Shortage Situation/Account</u>	<u>Amount</u>	<u>Date</u>
Cash Shortage (D0146542)	\$10.00	10/10/2017

#### Action To Be Taken:

- ( ) Write-Off of Accounts Receivable: You are hereby granted relief of accountability for the outstanding item listed above. Please prepare a journal entry, crediting the account originally deposited to and debiting 50100-799900 to write off the loss or non-recoverable account.
- ( ) Replenish Amount of Loss: The Auditor-Controller's office will issue, (within a few days), a warrant in the amount of the loss to replenish the fund from which the loss occurred. This payment will be charged to the Miscellaneous Expense Account (#034300) in your budget.
- ( ) Offset Loss Against Revenue: If the loss is from revenue receipts, you are authorized to offset the loss against the revenue account from which the receipts were received by making a journal entry, or as a negative entry on a subsequent deposit.
- (X) Deposit Overage of Collection to Over/Short Account: If the shortage was from making change or accepting less than the amount due, you are authorized to record the shortage to the Over/Short Account (#799900) in your budget with your next deposit. Since the cash shortage has already been recorded in 50100-799900 with D0145642, no further action is necessary.
- ( ) Other:

Documenting Authorization for Write-Offs Made: Departments do not have authority to write off any amounts due for which they are charged with the duty of collection. When authorized write-offs are made, be sure to make the notation in the accounting records, journal entries, deposit forms, etc., the date the write-off was authorized, and whether authorized by the Board of Supervisors or the Auditor-Controller. Also, attach a copy of this notice to any transaction forms, such as journal entries, deposits, etc., sent to the Auditor-Controller, which affect the write-off.

Approved: Brian Muir, Auditor-Controller

By: Deputy

cc: Board of Supervisors



# Health and Human Services Agency

Donnell Ewert, MPH, Director

## Business and Support Services Branch

Tracy Tedder, Branch Director

1810 Market Street

Redding, CA 96001-1930

P.O. Box 496005

Redding, CA 96049-6005

Phone: (530) 229-8419

Fax: (530) 225-5555

CA Relay Service: (800) 735-2922

## Inter-Office Memorandum

**To:** Brian Muir, Auditor-Controller  
**From:** Tracy Tedder, HHSA Branch Director  
**Date:** January 12, 2018  
**Re:** Relief of Accountability – Cash Shortage

The HHSA is requesting relief of accountability in the amount of \$10.00 for a cash shortage on a deposit for Social Services collection monies. The loss was determined while recording cash funds for a deposit on 01/10/2017. The Account Clerk III (Ms. Azevedo) immediately notified her supervisor, Ms. Garcia (Senior Staff Services Analyst), and receipts were compared against a spreadsheet for all payments received and the money was recounted. The cash box as well as workspaces were examined to determine if the missing funds were misplaced, however the \$10 was not found. Ms. Garcia then notified HHSA Fiscal Manager Wade Lee and myself of the shortage.

Cash Handling Procedures have been reviewed and staff informed that all cash monies should be checked against all receipts for every payment received. When payments are received, a second person will verify payment and written receipts for all payments made on the accounts.

Please let me know if you have any questions or need additional information.

Deposit #: D0146542

Cost Center: 50100

Amount: (-\$10.00)

RECEIVED  
JAN 15 2018  
COUNTY OF SHASTA  
HEALTH & HUMAN SERVICES  
AUDITOR-CONTROLLER

"Engaging individuals, families and communities to protect and improve health and wellbeing."

[www.shastahhsa.net](http://www.shastahhsa.net)



# Shasta County

## OFFICE OF THE AUDITOR-CONTROLLER

1450 Court Street, Suite 238  
Redding, California 96001-1671  
Phone (530) 225-5771

**BRIAN MUIR**  
AUDITOR-CONTROLLER

**NOLDA SHORT**  
ASST. AUDITOR-CONTROLLER

### INTER-OFFICE MEMORANDUM

#### NOTICE OF RELIEF OF ACCOUNTABILITY GRANTED

TO: Mike Lindsey, Chief Fiscal Officer

FROM: Sam Osborne, Chief Deputy Auditor *SO*

DATE: May 1, 2018

Based upon your request, and our review, of events and/or circumstances surrounding the change fund shortage, the Shasta County Auditor-Controller, under authority delegated by Board of Supervisors' Resolution 2004-56 and Government Code 29390 and 29390.1, does hereby grant relief of accountability for the following transaction:

<u>Shortage Situation/Account</u>	<u>Amount</u>	<u>Date</u>
Sheriff Records Counter Drawer #1 Change Fund Shortage	(-\$5.00)	4/23/2018

#### Action To Be Taken:

- ( ) Write-Off of security deposit: You are hereby granted relief of accountability for the security deposit. Please prepare a journal entry, crediting N/A and debiting N/A to write off the loss or non-recoverable account.
- ( ) Replenish Amount of Loss: The Auditor-Controller's office will issue, (within a few days), a warrant in the amount of the loss to replenish the fund from which the loss occurred. This payment will be charged to the Miscellaneous Expense Account (#034300) in your budget.
- ( ) Offset Loss Against Revenue: If the loss is from revenue receipts, you are authorized to offset the loss against the revenue account from which the receipts were received by making a journal entry, or as a negative entry on a subsequent deposit.
- ( X ) Deposit Overage of Collection to Over/Short Account: If the shortage was from making change or accepting less than the amount due, you are authorized to record the shortage to the Over/Short Account (#799900) in your budget with your next petty cash replenishment and reconciliation.
- ( ) Other:

Documenting Authorization for Write-Offs Made: Departments do not have authority to write off any amounts due for which they are charged with the duty of collection. When authorized write-offs are made, be sure to make the notation in the accounting records, journal entries, deposit forms, etc., the date the write-off was authorized, and whether authorized by the Board of Supervisors or the Auditor-Controller. Also, attach a copy of this notice to any transaction forms, such as journal entries, deposits, etc., sent to the Auditor-Controller, which affect the write-off.

Approved: Brian Muir, Auditor-Controller

By: Deputy  
cc: Board of Supervisors

## SHASTA COUNTY SHERIFF'S OFFICE INTERDEPARTMENTAL MEMORANDUM



TO: Brian Muir, Auditor-Controller

FROM: Mike Lindsey, Chief Fiscal Officer

DATE: April 23, 2018

RE: Shortage; Records Front Counter

Tom Bosenko  
Sheriff-Coroner  
SHASTA COUNTY AUDITOR  
RECD 2018 APR 28 AM 11:30

A handwritten signature in black ink, appearing to be "Tom Bosenko", with the initials "ms" written below it.

The end of day processing was completed for the Records front counter cash drawer and the cash receipts for today were short \$5.00. This end of day amount corresponds with the cash shortage discovered this morning by Auditor-Controller staff when a count of the records cash drawer was conducted while on site for a retention audit.

Information provided by the Records Supervisor is that the cash drawer was counted and balanced at the close of day on Friday. The employee working the front counter this morning did not conduct a beginning day count on the drawer and that will be addressed with the employee by her direct supervisor who is aware of this incident. There was only one cash transaction conducted from the period of 0800 hours and the time of the audit; the employee who took the cash recalls the amount being tendered by the customers (a man and woman) as totaling the transaction amount and no change was given. A review of lobby video, while not conclusive, seems to support that cash was paid and no change given. After the shortage was discovered, the employee reached out to the customers who tendered that transaction and they stated they presented the same amount of bills to the employee.

There also was a transaction related to the sale of a Sheriff K-9 Unit t-shirt that occurred on Friday, April 20, 2018. An employee, not working today but working the front counter on Friday, took a cash payment for a K-9 Unit shirt at the front counter and placed the cash, along with a copy of the receipt, in the cash drawer that is utilized for Records cash drawer transactions. This is not in accordance with cash handling policies and the Records Supervisor will address that issue with the employee when the employee returns to work.

Additional training is being scheduled by the Records Supervisor for all front counter staff to go over proper cash handling procedures again. The records pertaining to the close of day on Friday and the transactions for today will be examined more closely to see if any additional determinations can be made, but at this point staff are unsure of how the shortage occurred.

Sincerely,



**LESLIE MORGAN, SHASTA COUNTY ASSESSOR-RECORDER**

1450 COURT STREET, SUITE 208, REDDING, CA 96001  
TEL: 530-225-5671 FAX: 530-225-5152

**MEMORANDUM**

**TO: Brian Muir, Auditor-Controller**  
**FROM: Leslie Morgan, Assessor-Recorder**  
**RE: Notice of shortage**  
**DATE: August 13, 2018**

*[Handwritten signature]*  
NS

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The nature of the Recorder's Office business results in many overages and shortages throughout the year. For the fiscal year beginning July 1, 2017 and ending June 30, 2018 the total of shortages was \$6.65. For the same period the total of overages was \$1,812.48. The balance of general ledger account 799900 on June 30, 2018 was \$1,805.83. Shortages in the Recorder's office can be due to a fee change, so requests mailed timely but received after the increase is effective are accepted at the old fee. They can also be the result of an error in page count, title count, or index count discovered after recording during indexing or verifying. Shortages and overages occur when documents are mailed for recording with check payment that is short or over; as long as the amount is small the recording is not delayed due to the shortage or overage.



**MEMORANDUM**

Office of:  
**LORI J. SCOTT**  
**Treasurer-Tax Collector-Public Administrator**

225-5511

**To: Brian Muir, Auditor-Controller**

**From: Lori J. Scott, Treasurer-Tax Collector-Public Administrator**

**Date: 08/13/2018**

**Subject: Cash Over/Short Account**

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The Treasurer Tax Collector Cash Over/Short account for the FY 2017/2018 has a Cash Over/Short total of -\$233.05. The total includes a Short balance of -\$709.20 and an Over balance of \$476.15.

These amounts are based on the Treasurer Tax Collector's daily deposits that include multiple tax payments. If an Over/Short is included in the deposit, the Treasurer Tax Collector certifies that there is not any single check transaction that is over \$4.99.

**R&T Code 2611.5**

2611.5. At the option of a county and when authorized by resolution of the board of supervisors pursuant to Article 4 (commencing with Section 29370) of Chapter 2 of Division 3 of Title 3 of the Government Code, a cash difference fund may be used to increase the amount tendered to the county for the payment of any tax, assessments, penalty, cost or interest which is due and owing the county, when a difference of ten dollars (\$10) or less exists. A record of each use of the fund shall be maintained, containing sufficient information to identify the name of the person whose account was credited and listing the amount of the difference.

Notwithstanding any provision of law, including Sections 29372, 29373, 29374, and 29375 of the Government Code, the cash difference fund may be expended, maintained, or replenished by accounting entries into a cash difference account and an overage account maintained in the county automated accounting system. All transfers between the fund and the accounts may be made and retained in electronic data processing equipment and no written report pursuant to Section 29073 of the Government Code, warrant, special warrant, or check warrant need be prepared by the auditor or treasurer. If approved pursuant to Section 29380.1 of the Government Code,

replenishment of the cash difference account may be accomplished by the county auditor by a journal entry or electronic funds transfer from the county's general fund.

When an amount paid to the county on any tax, assessment, penalty, cost, and interest exceed the amount due the county and the excess does not exceed ten dollars (\$10), the excess amount may be deposited into the overage account. If the excess amount is not so deposited, it shall be refunded to the person making the payment.

Attached is a Detailed Trial Balance report for the Treasurer Tax Collector cost center 11100 for your records.

REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS

**BOARD MEETING DATE:** August 21, 2018

**CATEGORY:** Consent - General Government-3.

**SUBJECT:**

8/14/18 Draft Minutes

**DEPARTMENT:** Clerk of the Board

**Supervisory District No. :** ALL

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

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

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

**RECOMMENDATION**

Approve the minutes of the meeting held on August 14, 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





August 14, 2018

**SHASTA COUNTY BOARD OF SUPERVISORS**

Tuesday, August 14, 2018

**REGULAR MEETING**

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

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

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

**INVOCATION**

Invocation was given by Pastor Tom Lucatorta, Heritage Baptist Church.

**PLEDGE OF ALLEGIANCE**

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

**REGULAR CALENDAR**

**BOARD MATTERS**

AUGUST 2018 EMPLOYEE OF THE MONTH  
DANAE JOHNSON, ELIGIBILITY WORKER SUPERVISOR

HEALTH AND HUMAN SERVICES AGENCY  
RESOLUTION 2018-069

At the recommendation of Health and Human Services Agency Regional Services Director Melissa Janulewicz, and by motion made, seconded (Moty/Kehoe), and unanimously carried, the Board of Supervisors adopted Resolution No. 2018-069 which recognizes Shasta County Health and Human Services Agency, Eligibility Worker Supervisor, Danae Johnson as Shasta County's Employee of the Month for August 2018.

(See Resolution Book No. 61)

PROCLAMATION: CHILD SUPPORT AWARENESS MONTH  
AUGUST 2018

At the recommendation of Supervisor Morgan, and by motion made, seconded (Morgan/Kehoe), and unanimously carried, the Board of Supervisors adopted a proclamation which designates August 2018, as "Child Support Awareness Month" in Shasta County. Child Support Services Director Terri Morelock was present to accept the proclamation and gave a brief presentation. Ms. Moreland announced the Little Library project that will be taking place this month at the Child Support Service office.

In response to questions by Supervisor Rickert, Ms. Morelock stated Child Support Services assisted fire victims at the Local Assistance Center and is currently assisting at the Disaster Recovery Center.

In response to questions by Supervisor Morgan, Ms. Morelock explained that she will reach out to First 5 Shasta to see if they can assist with books for the Little Library.

**PUBLIC COMMENT PERIOD - OPEN TIME**

Small Business Administration (SBA) Public Information Officer David Reetz, with the Office of Disaster Assistance, spoke about the services the SBA is offering.

In response to questions by Supervisor Kehoe, Mr. Reetz stated the SBA does not offer any grant programs.

Sandra L. Winters expressed concerns with defensible space in Happy Valley, and requested the Board consider adopting the draft ordinance brought before the Board in March 2015. Supervisor Moty gave his reassurance that this is still in the works and he would follow up with Ms. Winters.

August 14, 2018

Monique Welin expressed her concerns with mental health in Shasta County and the need for the jail diversion project.

### **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 \$30 as submitted. (Auditor-Controller)

Approved a budget amendment increasing appropriations by \$400,000 in the General Revenue and Transfers budget for the Mayers Memorial Hospital Grant. (Administrative Office)

Approved the minutes of the meetings held on July 24, July 30, and August 6, 2018 as submitted. (Clerk of the Board)

Adopted Salary Resolution No. 1532 which amends the Shasta County Position Allocation List effective August 19, 2018, to reclassify positions within the District Attorney's Office as follows: from 1.0 Full Time Equivalent (FTE) Investigative Technician I/II to 1.0 FTE Senior Investigative Technician. (Support Services-Personnel)

(See Salary Resolution Book)

Approved and authorized the Chairman to sign a retroactive renewal agreement with Shasta County Child Abuse Prevention Coordinating Council in an amount not to exceed the claimable federal financial participation reimbursement to provide Medi-Cal Targeted Case Management services for the period July 1, 2018, through June 30, 2023. (Health and Human Services Agency-Business and Support Services)

Took the following actions regarding the "West Central Landfill Erosion Control Hydroseeding" Contract No. 207519: Found the project categorically exempt in conformance with the California Environmental Quality Act (CEQA) Guidelines Section 15301, Class 1-Existing Facilities; approved plans and specifications and directed the Public Works Director to advertise for bids; and authorized opening of bids on or after September 6, 2018, at 11 a.m. (Public Works)

### **REGULAR CALENDAR, CONTINUED**

#### **GENERAL GOVERNMENT**

**ADMINISTRATIVE OFFICE/BOARD OF SUPERVISORS**

**LEGISLATIVE UPDATE/SUPERVISORS' REPORTS**

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

Supervisor Moty recently attended the Sierra-Sacramento Valley Emergency Medical System Board and the California State Association of Counties (CSAC) meeting.

Supervisors reported on issues of countywide interest.

9:55 a.m.: The Board of Supervisors recessed.

10:02 a.m.: The Board of Supervisors reconvened.

**APPOINTMENT: PAUL HELLMAN**  
**RESOURCE MANAGEMENT DIRECTOR**

At the recommendation of CEO Lees, and by motion made, seconded (Rickert/Morgan), and unanimously carried, the Board of Supervisors took the following actions: Appointed Paul Hellman as the Shasta County Director of Resource Management; and established Mr. Hellman's start date as August 19, 2018, with Mr. Hellman's starting salary at C-step (\$63.30 per hour/\$10,973 per month) of the salary range for the position of Director of Resource Management. CEO Lees introduced Mr. Hellman, who introduced himself to the Board and thanked them for the opportunity. (Administrative Office)

**UPDATE ON FIRE RECOVERY EFFORT**

CEO Lees gave an update on the fire recovery efforts. He explained that the Local Assistance Center has transitioned to the Disaster Recovery Center, which is overseen by the Federal Emergency Management Agency (FEMA).

CEO Lees described next steps for residents affected by the fire and the different phases, such as a debris removal center. He described the benefits of parcel owners signing a waiver to have the County clearing their property of debris. CEO Lees stated that he was notified that non-profit organizations will be assisting those without insurance.

CEO Lees explained the idea of a special recovery process team that would work on the permits for the rebuilding process, handling only the fire recovery. He proposed putting a trailer on the property located at Resource Management for this team.

August 14, 2018

County Counsel Rubin E. Cruse, Jr. discussed the current County Code related to fees and the limited flexibility on building codes.

In response to questions by Supervisor Baugh, Mr. Cruse stated he will send a follow up email to the Board Summarizing the information that he discussed.

In response to questions by Supervisor Baugh, CEO Lees stated the ordinance related to defensible space will come back before the Board; it has only been delayed due to the fire.

In response to questions by Supervisor Moty, CEO Lees stated that individuals with parcels with burned brush can begin the cleanup process. They don't need a grading permit for doing so, but if they start penetrating the ground, they may need one.

In response to questions by Supervisor Moty, Mr. Cruse stated that the county would have to look at the details of building plans; at this point he was unable to give a general answer. There will be room for flexibility, but not as it relates to health and safety.

In response to questions by Supervisor Rickert, Mr. Cruse explained that if someone is rebuilding in an area that has been designated as a "high fire area," they will be required to comply with building requirement codes.

Mr. Cruse stated that he can prepare an outline of what the County Code does and does not allow, modeling it from other counties. He can then present it to the Board for discussion and draft an ordinance at that point.

Mark Peterson spoke in regards to issues with PG & E restoring power to his property.

Supervisors Baugh and Supervisor Moty offered direction to Mr. Peterson.

In response to questions by Supervisor Rickert, CEO Lees stated that the County will be going through the normal abatement process for any abandoned property.

In response to questions by Supervisor Baugh, CEO Lees stated in the clean up, foundations and concrete will be scraped, tested, and properly disposed of.

In response to questions by Supervisor Baugh, Mr. Cruse stated that the California Governor's office of Emergency Services (CalOES) stated that most foundations cannot be saved.

Supervisor Baugh expressed his support for putting a trailer at the Resource Management Department to assist in the permit process for fire victims.

Supervisor Moty shared his concerns for residents of Keswick.

In response to questions by Supervisor Moty, CEO Lees explained that FEMA and CalOES do offer grants, but they are not enough to rebuild.

Supervisor Kehoe expressed his appreciation for CEO Lees and his stellar leadership.

URGENCY ORDINANCE NO. 743  
REMOVAL OF FIRE-DAMAGED DEBRIS

County Counsel Rubin Cruse, Jr. presented a report on removal of fire-damaged debris.

In response to questions by Supervisor Kehoe, County Counsel Cruse explained that additional permits may be required for personally removing debris. The California Office of Emergency Services has a similar process for the parcel owner.

By motion made, seconded (Moty/Rickert), and unanimously carried, the Board of Supervisors took the following actions: Introduced, waived the reading of, and enacted Ordinance No. 743, an Urgency Ordinance of the Board of Supervisors of the County of Shasta, State of California, Establishing Requirements for the Removal of Fire-Damaged Debris from Private Property Following the Carr Fire; and found the ordinance is exempt from the requirements of the California Environmental Quality Act for the reasons stated in the ordinance.

(See General Ordinance Book)

LOCAL HEALTH EMERGENCY  
RESOLUTION NO. 2018-070

Health and Human Services Agency Public Health Director, Terri Fields-Hosler gave a brief presentation on the local health emergency. Ms. Fields-Hosler explained that this is ongoing from the local health emergency that was declared on August 1, 2018. She stated that the Governor has waived the requirement to take this action every 14 days moving forward.

By motion made, seconded (Moty/Rickert), and unanimously carried, the Board of Supervisors Took the following actions: Adopted Resolution No. 2018-070 recognizing that the circumstances and factors which led to the August 6, 2018, ratification of a proclamation of a local health emergency due to immediate threats to public health and safety in Shasta County based on the expected presence of fire-generated hazardous debris and toxic ash from the Carr Fire have not been resolved and that there is a need for continuation of the proclamation.

(See Resolution Book No. 61)

**CLOSED SESSION ANNOUNCEMENT**

August 14, 2018

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

Confer with legal counsel to discuss existing litigation entitled: *Gregory Pigg v. County of Shasta*, *Gary Van Dyne v. County of Shasta*, *Quintin Johnston v. County of Shasta*, *Kane County, Utah, et al. v. United States*, *Rene Estill v. County of Shasta, et al.*, pursuant to Government Code section 54956.9, subdivision (d), paragraph (1); and

Confer with its Labor Negotiators, County Executive Officer Larry Lees, and Personnel Director Angela Davis to discuss the following employee organizations: *Shasta County Employees Association*, *Deputy Sheriffs Association*, *Deputy Sheriffs Association- Deputy Sheriff, Sergeant and Attorney Investigator Unit*, pursuant to Government Code section 54957.6.

11:15 a.m.: The Board of Supervisors recessed to Closed Session.

12:29 p.m.: The Board of Supervisors returned from Closed Session and reconvened in Open Session with all Supervisors, County Executive Officer/Clerk of the Board Larry Lees, and County Counsel Rubin E. Cruse, Jr. present.

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

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



8

August 14, 2018

In the matter of *Kane County, Utah, et al. v. United States*, a class action involving the payment in lieu of taxes program, the Board of Supervisors, by a 5-0 vote, gave approval to County Counsel to have Shasta County join the class.

12:30 p.m.: The Board of Supervisors adjourned.

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Chairman

ATTEST:

LAWRENCE G. LEES  
Clerk of the Board of Supervisors

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

REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS

**BOARD MEETING DATE:** August 21, 2018

**CATEGORY:** Consent - General Government-4.

**SUBJECT:**

County Clerk/Elections - Resolution for November 2018 Election Consolidation.

**DEPARTMENT:** County Clerk/Registrar of Voters

**Supervisory District No. :** All

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

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

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

**RECOMMENDATION**

Adopt a resolution authorizing election consolidation of local elections, as provided by California Elections Code sections 10400 *et seq.*, for local jurisdictions that have called for an election on November 6, 2018.

**SUMMARY**

The County Clerk/Elections department has received 53 resolutions calling for local elections on November 6, 2018. Consolidation with the November General Election must be ordered by the Board of Supervisors.

**DISCUSSION**

The regularly scheduled General Election is set to be held on Tuesday, November 6, 2018. The County Clerk/Elections department has received and placed on file resolutions from 53 local entities, as listed on the attached resolution, calling a for local election on November 6, 2018. Elections Code section 10402.5 provides any county, municipal, special district, or school district election held the same date as a statewide election date shall be consolidated with the statewide election. Election Code section 10401 provides that if one of the elections to be consolidated is a statewide election, the board of supervisors of the county in which the consolidation is to be effected may order the consolidation. Cost of the election are shared among the entities involved, pursuant to Election Code section 10416 and 10520.

**ALTERNATIVES**

The local entities have called their elections for November 6, 2018. Should the resolution receive a

negative action, separate elections would have to be held for each entity, requiring each to pay the total cost of its election. The Shasta County Clerk/Elections department does not have the resources to conduct 53 elections on the same day.

**OTHER AGENCY INVOLVEMENT**

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

**FINANCING**

There is no additional General Fund impact.

**ATTACHMENTS:**

Description	Upload Date	Description
Resolution	8/10/2018	Resolution

**RESOLUTION NO. 2018-\_\_\_\_\_**

**A RESOLUTION OF THE BOARD OF SUPERVISORS  
OF THE COUNTY OF SHASTA  
AUTHORIZING THE CONSOLIDATION OF ELECTIONS OF CITY OFFICIALS FOR  
INCORPORATED CITIES, AND DIRECTORS OF SPECIAL DISTRICTS AND SCHOOL  
DISTRICTS WITH THE GENERAL ELECTION TO BE HELD ON NOVEMBER 06, 2018**

**WHEREAS**, Tuesday, November 6, 2018 is an established election date on which local jurisdictions may hold elections; and

**WHEREAS**, California Elections Code sections 10400 *et seq.*, as applicable, allow consolidation of elections with a statewide election; and

**WHEREAS**, the City of Shasta Lake, City of Redding, and City of Anderson and the following public entities have each called for an election in their jurisdiction for the same date (collectively, the “Requestors”):

Anderson Union High School District	Shasta-Tehama-Trinity Joint Community
Antelope School District	College District
Bella Vista Elementary School District	Shasta Union Elementary School District
Black Butte Union Elementary School District	Shasta Union High School District
Cascade Union Elementary School District	Siskiyou Joint Community College District
Castle Rock Union Elementary School District	Whitmore School District
Columbia Elementary School District	Anderson-Cottonwood Irrigation District
Cottonwood Union School District	Anderson Fire Protection District
Dunsmuir School District	Burney Fire Protection District
Enterprise Elementary School District	Burney Water District
Fall River Joint Unified School District	Castella Fire Protection District
French Gulch-Whiskeytown School District	Centerville Community Services District
Gateway Unified School District	Clear Creek Community Services District
Grant Elementary School District	Cottonwood Fire Protection District
Happy Valley Union Elementary School District	Cottonwood Water District
Igo-Ono-Platina Union School District	Fall River Mills Fire Protection District
Indian Springs School District	Fall River Valley Community Services District
Junction Elementary School District	Happy Valley Fire Protection District
Millville Elementary School District	Igo-Ono Community Services District
Mountain Union Elementary School District	Mayers Memorial Hospital District
North Cow Creek Elementary School District	McArthur Fire Protection District
Oak Run Elementary School District	Millville Fire Protection District
Pacheco Union Elementary School District	Mountain Gate Community Services
Red Bluff Joint Union High School District	Shasta Community Services District
Redding School District	Shasta Lake Fire Protection District
Shasta County Board of Education	

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Supervisors of the County of Shasta do hereby authorize the consolidation of any local election which may be held on Tuesday, November 6, 2018 provided that the local jurisdictions calling the election pay their pro-rata share of the costs incurred throughout the conduct of said elections.

Resolution No. 2018-\_\_\_\_\_

Page 2

**DULY PASSED AND ADOPTED** this 21<sup>st</sup> day of August, 2018 by the Board of Supervisors of the County of Shasta by the following vote:

AYES:  
NOES:  
ABSENT:  
ABSTAIN:  
RECUSE:

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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:** August 21, 2018

**CATEGORY:** Consent - Health and Human Services-5.

**SUBJECT:**

Agreement with the National Alliance on Mental Illness Shasta County

**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 National Alliance on Mental Illness Shasta County in an amount not to exceed \$60,000 to provide mental health education and recovery programs for the period July 1, 2018 through June 30, 2021.

**SUMMARY**

The proposed agreement will allow National Alliance on Mental Illness Shasta County (NAMI) to continue to provide mental health education and recovery programs in Shasta County.

**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. Funded by MHSA through a contract with Shasta County Health and Human Services Agency (HHSA), NAMI has been providing mental health education and recovery programs to Shasta County residents since July of 2011.

NAMI is dedicated to improving the quality of lives for individuals living with mental illness and their families through support, education, and advocacy. They work to increase public awareness of and eliminate the stigma associated with mental illness. They provide three NAMI-signature training programs that are wellness- and recovery-based whose purpose is to promote recovery, provide support, share resources, and create hope. NAMI has recently added a new program, NAMI On Campus, to the services to be provided through the agreement. NAMI On Campus provides support to student-led, student-run clubs that focus on mental health issues on school and college campuses by raising awareness, reducing stigma, educating the campus community, supporting students, promoting services and supports, and advocating. The agreement calls for the new program to be implemented no later than May 30, 2019, at a minimum of two local high school and/or college campuses.

Because HHSA has built an expansive educational and recovery training program through its MHSA-funded destigmatization program, known as Stand Against Stigma and Brave Faces, NAMI's role has evolved over time. While NAMI's original

focus was providing educational programs, HHSA now depends on this group to provide more individualized services, such as peer-to-peer support, family-to-family support, and one-on-one mentoring. Their recent colocation at the CARE Center has provided increased opportunities to provide facilitated peer support to people in the midst of mental health crisis. The NAMI On Campus program will improve outreach at high school and college campuses. Additionally, 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 10 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. The retroactive nature of this agreement is due to contract negotiations surrounding the provision of additional services. There is no increase to the compensation for NAMI services, including for the newly added NAMI On Campus Program.

**ALTERNATIVES**

The Board could choose not to approve the agreement, approve at a lower funding amount, or direct the department to renegotiate 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**

The agreement is funded entirely through MHSA funds that have been included in the FY 2018-19 Adopted Budget (BU 404) 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	8/10/2018	Agreement

## PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF SHASTA AND NATIONAL ALLIANCE ON MENTAL ILLNESS SHASTA COUNTY

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 National Alliance on Mental Illness ("NAMI") Shasta County ("Contractor"), a California Corporation (collectively, the "Parties" and individually a "Party"), for the provision of mental health education and recovery programs.

### Section 1. RESPONSIBILITIES OF CONTRACTOR.

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

- (1) Provide, at a location within Shasta County, at least four hours of facilitated peer support per month during the term of this agreement. Each facilitated peer support session ("Session") shall be a minimum of 60 minutes in duration. The Sessions shall commence no later than July 31 of each County fiscal year ("FY") and the last Session shall be presented no earlier than June 1 of each FY. Each Session shall be provided at no cost to the participants, shall be available to the public, and shall be designed to increase awareness of mental illness and community resources, and to reduce the stigma related to mental illness. For the purposes of this agreement, Sessions do not include the regular monthly NAMI meeting or the following NAMI program trainings: Peer-to-Peer, Family-to-Family, and NAMI Basics.
- (2) Provide a minimum of one NAMI Peer-to-Peer program to Shasta County residents during each FY of this Agreement. The Peer-to-Peer program shall start no later than March 1 of each FY and shall be completed no later than July 31 of each FY. Each Peer-to-Peer program shall be 10 weeks long, with at least one 2-hour session per week. The NAMI Peer-to-Peer program shall be completed by a minimum of 8 participants each FY. The Peer-to-Peer program shall be provided at no cost to the participants, and shall follow the curriculum of the National Alliance on Mental Illness's Peer-to-Peer program.
- (3) Provide a minimum of one NAMI Family-to-Family program to Shasta County residents during each FY of this agreement. The Family-to-Family program shall commence no later than March 1 of each FY and shall be completed no later than July 31 of each FY. Each Family-to-Family program shall be 12 weeks long with at least one 2-hour session per week. The NAMI Family-to-Family program shall be completed by a minimum of 8 participants each fiscal year. The Family-to-Family program shall be provided to participants at no cost to the participants and shall follow the curriculum of the National Alliance on Mental Illness's Family-to-Family program.
- (4) Provide a minimum of one NAMI Basics program to Shasta County residents during each FY of this agreement. The Basics program shall commence no later than March 1 of each FY and shall be completed no later than July 31 of each FY. Each Basics program shall be 6 weeks long with at least one 2-hour session per week. The NAMI Basics program shall be completed by a minimum of 8 participants each fiscal year. The Basics program shall be provided to participants



at no cost to the participants and shall follow the curriculum of the National Alliance on Mental Illness's Basics program.

- (5) Provide Family Support Group sessions at least two times per month during the term of this agreement. Each Family Support Group session shall be a minimum of 2 hours in duration. The Sessions shall commence no later than July 31 of each FY and the last Session shall be presented no earlier than June 1 of each FY. Attendance at FSG sessions shall be a minimum of 8 participants. Each Family Support Group session shall be provided to participants at no cost to the participants, shall be available to the public, and shall follow the structured model used by NAMI Family Support Groups.
- (6) Provide one-on-one mentoring a minimum of 20 hours per week at the NAMI office and/or on the telephone. All one-on-one mentoring shall be provided to participants at no cost to the participants, shall be available to the public, and shall be designed to provide peer-to-peer insight to people who are either living with mental illness or are family members, caregivers or loved ones of people with mental illness.
- (7) Implement, no later than May 30, 2019, and support the NAMI On Campus program for at least two local high school and/or college campuses. The NAMI On Campus program provides support to student-led, student-run clubs that focus on mental health issues on campus by raising awareness, reducing stigma, educating the campus community, supporting students, promoting services and supports, and advocating.
- (8) Identify special events and trainings, both locally and within the State of California, that are relevant to mental health consumers and/or family members and assist them in arranging participation. With prior written approval from the Health and Human Services Agency ("HHSA") Director or any HHSA Branch Director designated by the HHSA Director, Contractor may pay for associated costs for mental health consumers and/or family members attending such events and trainings.
- (9) Purchase equipment and services as indicated in the budget and budget narrative as prescribed in **EXHIBIT A** ("Budget"), attached and incorporated herein, to facilitate the delivery of services under the terms of this agreement. Contractor shall retain ownership of equipment purchased under the terms of this agreement pursuant to the terms and conditions of this agreement.

#### **B. Reporting.**

Each calendar quarter during the term of this agreement, Contractor shall submit a NAMI Quarterly Report ("Quarterly Report"), **EXHIBIT B**, attached and incorporated herein. Each Quarterly Report must be received by the HHSA Director or any HHSA Branch Director designated by the HHSA Director, within 20 days after the end of each calendar quarter, and within 30 days after the termination, expiration, or cancellation of this agreement. For purposes of this agreement, each calendar quarter shall be deemed to end September 30, December 31, March 31, and June 30. This provision shall survive the termination, expiration, or cancellation of this agreement. Each Quarterly Report shall include, but not be limited to:

- (1) A written summary narrative of the specific tasks undertaken by Contractor pursuant to Section 1.A. of this agreement;
  - (2) Copies of the training agendas, curriculum/course contents, Mentoring Log Sheets, **EXHIBIT C**, attached and incorporated herein, sign in sheets for each session and evaluations of each Community Education Program, Peer-to-Peer program, Family-to-Family program, and Basics program undertaken by Contractor;
  - (3) Any information relating to the services provided under this agreement as may be requested by the HHSA Director, or any HHSA Branch Director designated by the HHSA Director; and
  - (4) A written analysis by Contractor outlining any problems, pertinent facts, or interim findings that may materially affect Contractor's ability to satisfactorily fulfill the terms of this agreement.
- C. 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."
- D. 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 2.     RESPONSIBILITIES OF COUNTY.**

Pursuant to the terms and conditions of this agreement, County shall compensate Contractor as prescribed in sections 3 and 4 of this agreement and monitor the outcomes achieved by Contractor.

**Section 3.     COMPENSATION.**

- A. In accordance with the Budget (**EXHIBIT A**), County shall pay to Contractor a maximum of \$20,000 per 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. For the purposes of this agreement, the County fiscal year commences on July 1 and ends on June 30 of the following year. In no event shall the maximum amount payable under this agreement exceed \$60,000.

- 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 10 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. 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 monthly by the 15<sup>th</sup> day of each month for services rendered the preceding month, a billhead or invoice regularly used in the conduct of business of the Contractor along with any supporting documentation and/or receipts. Contractor shall be reimbursed for pre-approved special event costs provided for in Section 1.A.8., including mileage at the approved IRS rate, and event registration costs. County shall make payment within 30 days of receipt of Contractor's correct and approved billhead or invoice.
- B. 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.**

This agreement shall commence as of July 1, 2018, and shall end June 30, 2021.

**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 County's Executive Officer, or HHSA Director or any HHSA Branch Director designated by the HHSA 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 3.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 Contractor and the HHSA Director, or any HHSA Branch Director designated by the HHSA Director, provided that the amendment is in substantially the same format as the County's standard format amendment contained in the Shasta County Contracts Manual (Administrative Policy 6-101).
- C. The headings that appear in this agreement are for reference purposes only and shall not affect the meaning or construction of this agreement.
- D. If any ambiguity, inconsistency, or conflict exists or arises between the provisions of this agreement and the provisions of any of this agreement's exhibits or appendices, the provisions of this agreement shall govern.

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

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

“Separation of Insureds.

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

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

**Section 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.**

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.

**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  
NAMI Shasta County  
1401 Gold Street  
Redding, CA 96001  
Phone: (530) 691-4450

- 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. USE OF COUNTY PROPERTY.**

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

***[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

By: Alan B. Cox 8/7/18  
Alan B. Cox  
Deputy County Counsel

**RISK MANAGEMENT APPROVAL**

By: James Johnson 08/07/18  
James Johnson  
Risk Management Analyst

**CONTRACTOR**

Date: 8-10-18

Susan L. Power  
SUSAN L. POWER, President

Date: 8/9/18

Heather Jones  
~~LARRY DENAYER~~, Treasurer  
HEATHER JONES

Tax I.D.#: On File

## BUDGET

Shasta County Health & Human Services Agency  
2640 Breslauer Way  
Redding, CA 96001

NAMI Shasta County  
1401 Gold Street  
Redding, CA 96001

Budget Category	Budget Period 7/1/18 – 6/30/19	Budget Period 7/1/19 – 6/30/20	Budget Period 7/1/20 – 6/30/21
<b>DIRECT COSTS:</b>			
<b>Operating Expenses</b>			
Office Expenses/Supplies	\$1,000	\$1,000	\$1,000
Equipment	545	545	545
Rents/Leases	1,625	1,625	1,625
Utilities/Communications	500	500	100
Travel	1,000	1,000	1,000
Program Materials	4,000	4,000	4,000
Advertising	930	930	930
Insurance	1,900	1,900	1,900
Trainer Fees and Stipends	8,500	8,500	8,500
Total Operating Expenses	\$20,000	\$20,000	\$20,000
<b>Other Expenses</b>			
Fixed Assets			
Total Other Expenses	0	0	0
<b>TOTAL DIRECT COSTS</b>	<b>\$20,000</b>	<b>\$20,000</b>	<b>\$20,000</b>
<b>INDIRECT COSTS:</b>			
<b>Administrative</b> <i>(Not to exceed 10%)</i>	0	0	0
<b>TOTAL INDIRECT COSTS</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>TOTAL BUDGET</b>	<b>\$20,000</b>	<b>\$20,000</b>	<b>\$20,000</b>

## EXHIBIT A

## Budget Narrative

	FY 2018-19	FY 2019-20	FY 2020-21
<b>OFFICE EXPENSES/SUPPLIES</b> Office supplies, ink, printing, refreshments and any materials to support training sessions or community education events. Does not include program materials.	1,000	1,000	1,000
<b>EQUIPMENT</b> Purchase of projector and screen; other equipment as pre-approved by County.	545	545	545
<b>RENTS/LEASES</b> \$3000 Annual rent & \$250.00 deposit @ 50%= 1625	1,625	1,625	1,625
<b>UTILITIES/COMMUNICATIONS</b> Internet/phone/fax/outreach Average \$250 month = \$3000 @ 50% = \$1500	500	500	500
<b>TRAVEL</b> Expenses related to attendance of trainings and/or special events, including registration, lodging, meals and travel.	1,000	1,000	1,000
<b>PROGRAM MATERIALS</b> For Peer-to-Peer, Family-to-Family, and Basics classes: trainer curriculum materials, participant curriculum materials, and program binders.	4,000	4,000	4,000
<b>ADVERTISING</b> Newspaper, radio, other media, website maintenance.	930	930	930
<b>INSURANCE</b>	1,900	1,900	1,900
<b>OTHER: CONTRACTORS, STIPENDS, ADDITIONAL PROGRAMS</b> Trainers for Peer-to-Peer, Family-to-Family, and Basics: stipend up to \$500 per trainer, per program; mileage reimbursement at the current IRS rate if travel distance is more than 50 miles round trip per class.	8,500	8,500	8,500

Mental Health Services Act  
NAMI  
Quarterly Report

1. Quarter Months: \_\_\_\_\_ through \_\_\_\_\_ Year: \_\_\_\_\_

2. What facilitated peer support sessions did you have this quarter? When were they? How many attendees were at each?

(Note – these peer support sessions are separate from and do not include monthly NAMI meetings, Peer-to-Peer, Family-to-Family or NAMI Basics trainings)

Name of Facilitated Peer Support Session	Location	Date of Session (month and date)	Time of Session (start time and end time)	Number of Attendees
			_____ to _____	
			_____ to _____	
			_____ to _____	
			_____ to _____	
			_____ to _____	
			_____ to _____	
			_____ to _____	
			_____ to _____	
			_____ to _____	
			_____ to _____	

			_____ to _____	
			_____ to _____	
			_____ to _____	
			_____ to _____	
			_____ to _____	
			_____ to _____	
			_____ to _____	

3. Please provide copies of training agendas, curriculum/course contents, flyers, and/or promotional materials for each facilitated peer support session that took place this quarter.
4. What Family Support Group sessions did you have this quarter? When were they? How many attendees were at each?

Location of Family Support Group Session	Date of Session (month and date)	Time of Session (start time and end time)	Number of Attendees
		_____ to _____	
		_____ to _____	
		_____ to _____	
		_____ to _____	
		_____ to _____	
		_____ to _____	



		_____ to _____	
		_____ to _____	

5. Was there a Peer-to-Peer Program this quarter? ☐ Yes ☐ No

6. If yes, please complete the following:

Session	Location	Name of Facilitator	Date (month and date)	Time (start time and end time)	Number of Attendees
Week 1/Orientation				_____ to _____	
Week 2				_____ to _____	
Week 3				_____ to _____	
Week 4				_____ to _____	
Week 5				_____ to _____	
Week 6				_____ to _____	
Week 7				_____ to _____	
Week 8				_____ to _____	
Week 9				_____ to _____	
Week 10				_____ to _____	

7. How many people fully completed the entire Peer-to-Peer program? \_\_\_\_\_

8. Please provide copies of all the Program Evaluation forms completed at the end of the Peer-to-Peer 10-week sessions.

9. Was there a Family-to-Family Program this quarter? ☐ Yes ☐ No

10. If yes, please complete the following:

Session	Location	Name of Facilitator	Date (month and date)	Time (start time and end time)	Number of Attendees
Week 1/Orientation				_____ to _____	
Week 2				_____ to _____	
Week 3				_____ to _____	
Week 4				_____ to _____	
Week 5				_____ to _____	
Week 6				_____ to _____	
Week 7				_____ to _____	
Week 8				_____ to _____	
Week 9				_____ to _____	
Week 10				_____ to _____	
Week 11				_____ to _____	
Week 12				_____ to _____	

11. How many people fully completed the entire Family-to-Family program? \_\_\_\_\_

12. Please provide copies of all the Program Evaluation forms completed at the end of the Family-to-Family 12-week sessions.

13. Was there a Basics Program this quarter? ☐ Yes ☐ No

14. If yes, please complete the following:

Session	Location	Name of Facilitator	Date (month and date)	Time (start time and end time)	Number of Attendees
Week 1/Orientation				_____ to _____	
Week 2				_____ to _____	
Week 3				_____ to _____	
Week 4				_____ to _____	
Week 5				_____ to _____	
Week 6				_____ to _____	

15. How many people fully completed the entire Basics program? \_\_\_\_\_

16. Please provide copies of all the Program Evaluation forms completed at the end of the Basics 6-week sessions.

# EXHIBIT B

17. Please provide a list of the special events and trainings this quarter which NAMI assisted with or arranged for participation in.

Name of Event	Location	Date (month and date)	Time (start time and end time)	Number of Attendees	Received Prior Approval from HHS for costs
			_____ to _____		<input type="checkbox"/> Yes <input type="checkbox"/> No
			_____ to _____		<input type="checkbox"/> Yes <input type="checkbox"/> No
			_____ to _____		<input type="checkbox"/> Yes <input type="checkbox"/> No
			_____ to _____		<input type="checkbox"/> Yes <input type="checkbox"/> No
			_____ to _____		<input type="checkbox"/> Yes <input type="checkbox"/> No
			_____ to _____		<input type="checkbox"/> Yes <input type="checkbox"/> No
			_____ to _____		<input type="checkbox"/> Yes <input type="checkbox"/> No
			_____ to _____		<input type="checkbox"/> Yes <input type="checkbox"/> No

18. Please provide copies of all flyers used to inform consumers of each special event that took place this quarter.

19. On average, how many hours of one-on-one mentoring was provided in person at the NAMI office and/or by telephone each week during this quarter? \_\_\_\_\_ hours

Please attach copies of the Mentoring Log Sheet(s), showing all hours of mentoring provided in the quarter.

20. Please provide an update on the implementation of the NAMI On Campus program:

School Name: \_\_\_\_\_

Status/Progress: \_\_\_\_\_

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School Name: \_\_\_\_\_

Status/Progress: \_\_\_\_\_

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21. Please share any other barriers and/or successes you have had this past quarter:

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[illegible]

REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS

**BOARD MEETING DATE:** August 21, 2018

**CATEGORY:** Consent - Health and Human Services-6.

**SUBJECT:**

Appointments to Mental Health, Alcohol and Drug Advisory Board

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

Take the following actions for the Shasta County Mental Health, Alcohol and Drug Advisory Board: (1) Appoint Connie Webber for a term to expire December 31, 2019; and (2) appoint Joseph “Ron” Vigil and Naomi Coates for terms to expire December 31, 2020.

**SUMMARY**

The Shasta County Mental Health, Alcohol and Drug Advisory Board (MHADAB) is recommending Connie Webber, Joseph “Ron” Vigil, and Naomi Coates be appointed to fill current vacancies on the MHADAB.

**DISCUSSION**

The MHADAB was established on December 15, 2009 by Resolution No. 2009-121 adopted by the Board of Supervisors. The MHADAB serves as a mental health board required by Welfare and Institutions Code (WIC), section 5604 and an alcohol and drug advisory board authorized by Health and Safety Code, section 11805. Three primary roles of the MHADAB are to: (1) provide mental health, alcohol and drug programs with regular community input regarding services; (2) identify unmet community needs; and (3) review draft Mental Health Services Act plans and annual updates, and to conduct related public meetings.

On May 30, 2018, an Ad Hoc Membership Committee of the MHADAB interviewed seven community members to fill vacant seats on the MHADAB. The Membership Committee’s findings determined that Connie Webber, Joseph “Ron” Vigil, and Naomi Coates each possess unique qualities and experiences allowing him/her to provide valuable input regarding mental health and substance abuse issues. At its July 11, 2018, regular meeting, MHADAB members present voted to recommend Connie Webber to fill a current vacancy with a term ending December 31, 2019, and Joseph “Ron” Vigil and Naomi Coates to fill current vacancies with terms ending December 31, 2020.

The recommended appointment complies with Article II, Section 1(B) of the Shasta County MHADAB Bylaws approved by the Board of Supervisors on December 15, 2009, which states:

Pursuant to WIC, section 5604(a)(2), 50 percent of the MHADAB membership shall be consumers or the parents, spouses, siblings, or adult children of consumers, who are receiving or have received mental health services. Pursuant

to WIC, section 5604(a)(2), 20 percent of total membership shall be consumers, and at least 20 percent shall be families of consumers.

Of the remaining members, the MHADAB shall recommend individuals for appointment who represent the education community, the law and justice community (including, but not limited to, law enforcement, probation departments, and officers of the court), the health community (including, but not limited to, representatives from local hospitals, clinics, or individuals healthcare providers), representatives of community partners (programs serving individuals with mental health, alcohol and/or drug disorders), and the community at large.

Pursuant to WIC, section 5604.5, the MHADAB membership should reflect the demographic diversity of the county as a whole to the extent feasible.

A Notice of Vacancy was posted as required by Government Code section 54974 and is on file with the Clerk of the Board's Office.

### **ALTERNATIVES**

The Board could choose not to approve any or all of the recommended individuals, and to request the MHADAB submit a new name and/or names for consideration.

### **OTHER AGENCY INVOLVEMENT**

County Counsel has reviewed the recommendation for legal sufficiency. The recommendation has been reviewed by the County Administrative Office. The MHADAB supports the recommendation.

### **FINANCING**

There is no additional General Fund impact from the recommended action.



REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS

**BOARD MEETING DATE:** August 21, 2018

**CATEGORY:** Consent - Health and Human Services-7.

**SUBJECT:**

Acceptance of donation of housing from Simpson University for the CalMAT Team

**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) 229-8425

**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**

Accept a donation from Simpson University valued at \$4,650 for housing the California Medical Assistance Team (CalMAT) team during its deployment to Shasta County during the Carr Fire.

**SUMMARY**

Simpson University donated housing valued at \$4,650. All donations to Shasta County over \$2,500 require Board acceptance in accordance with Administrative Policy 2-401 "Acceptance of Donations."

**DISCUSSION**

CalMAT teams are groups of highly trained medical professionals and specialists that are organized and coordinated by the State Emergency Medical Services Authority for rapid field medical response during a disaster. CalMAT teams can be deployed all over the state to assist during these times of disaster.

The Health and Human Services Agency (HHSA) requested that a CalMAT team be deployed to Shasta County to assist with ensuring that the medical needs of Carr Fire evacuees at the numerous shelters were met. For two evenings, Simpson University housed 43 CalMAT team members in their dormitories, and for one evening, Simpson University housed seven CalMAT team members. Counties that request the deployment of CalMAT teams are responsible for providing food and lodging for the CalMAT team members during their deployment. HHSA thanks Simpson University for hosting the CalMAT team due to the lack of available hotel space in the region and the cost savings to HHSA. The cost of one night of dormitory housing at Simpson is \$50 per person/room. These nights of housing equate to a cost of \$4,650 requiring Board acceptance of the donation.

**ALTERNATIVES**

The Board could choose not to accept the donation.

**OTHER AGENCY INVOLVEMENT**

This recommendation has been reviewed by the County Administrative Office.

**FINANCING**

There is no additional General Fund impact with the recommended action.

REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS

**BOARD MEETING DATE:** August 21, 2018

**CATEGORY:** Consent - Health and Human Services-8.

**SUBJECT:**

Intergovernmental Transfer Letter of Interest

**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**

Take the following actions: (1) Approve and authorize the Chairman to sign a Letter of Interest for the Fiscal Year (FY) 2018-19 Intergovernmental Transfer in order to contribute up to \$4,586,294 to receive funding to assist in financing health improvements for Medi-Cal beneficiaries in Shasta County; and (2) authorize the Health and Human Services Agency (HHSA) Director, or any Branch Director designated by the HHSA Director, to complete and submit the State FY 2018-19 Voluntary Rate Range Program Supplemental Attachment to the California Department of Health Care Services.

**SUMMARY**

Approval of the Letter of Interest (LOI) will confirm the interest of Shasta County Health and Human Services Agency (HHSA) in working with Partnership HealthPlan of California (PHC) and the California Department of Health Care Services (DHCS) to provide a Medi-Cal managed care rate range Intergovernmental Transfer (IGT). This is a non-binding letter, stating our interest to participate in financing health improvements for Medi-Cal beneficiaries in Shasta County. In order for Shasta County to participate in the FY 2018-19 IGT, the LOI must be submitted to DHCS.

**DISCUSSION**

On June 9, 2015, the Board approved participation in the FY 2013-14 IGT. 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, is the provider of managed health care services for low-income individuals and families eligible for Medi-Cal in Shasta County. 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 transfers 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 a 20 percent DHCS administration fee (unless a waiver is approved by DHCS), managed care organization (MCO) taxes, and a three percent managed care plan administrative fee.

**ALTERNATIVES**

The Board could choose not to approve the Letter of Interest.

**OTHER AGENCY INVOLVEMENT**

This recommendation has been reviewed by the County Administrative Office.

**FINANCING**

There is no additional General Fund impact with the proposed recommendation. HHSA is estimated to receive a net amount of \$3,531,446 from the IGT which includes the matching federal funds that are contained in the Medi-Cal expenditures, less a 20 percent DHCS administration fee (unless a waiver is approved by DHCS), managed care organization (MCO) taxes, and a three percent managed care plan administrative fee.

**ATTACHMENTS:**

Description	Upload Date	Description
DHCS-IGT LOI	8/13/2018	DHCS-IGT LOI

## BOARD OF SUPERVISORS

1450 Court Street, Suite 308B  
Redding, California 96001-1673  
(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

August 21, 2018

Jennifer Lopez  
Acting Division Chief  
Capitated Rates Development Division  
Department of Health Care Services  
1501 Capitol Avenue, MS 4413  
P.O. Box 997413  
Sacramento, CA 95899-7413

Dear Ms. Lopez:

This letter is to confirm the interest of Shasta County Health and Human Services Agency, a governmental entity, federal I.D. Number 94-6000535 in working with the Partnership HealthPlan of California (MCP) and California Department of Health Care Services (DHCS) to provide an Intergovernmental Transfer (IGT) to be used as a portion of the nonfederal share of actuarially sound Medi-Cal managed care capitation rate payments incorporated into the contract between the MCP and DHCS for the period of July 1, 2018 to June 30, 2019. This is a non-binding letter, stating our interest in helping to finance health improvements for Medi-Cal beneficiaries in our jurisdiction. The governmental entity's funds are being provided voluntarily, and the State of California is in no way requiring the governmental entity to provide any funding.

Shasta County Health and Human Services Agency is willing to contribute up to \$4,586,294 for the SFY 2018-19 rating period, as negotiated with the MCP. We recognize that, unless a waiver is approved by DHCS, there will be an additional 20-percent assessment fee payable to DHCS on the funding amount, for the administrative cost of operating the voluntary rate range program.

The following individual from our organization will serve as the point of communication between our organization, the MCP and DHCS on this issue:

Acting Division Chief Jennifer Lopez  
Department of Health Care Services Capitated Rates Development Division  
August 21, 2018  
Page 2 of 2

Health and Human Services Agency  
Business & Support Services  
Tracy Tedder, Branch Director  
1810 Market Street  
Redding, CA 96001-1930  
Phone: (530) 229-8419  
Fax: (530) 225-5555  
[ttedder@co.shasta.ca.us](mailto:ttedder@co.shasta.ca.us)

I certify that I am authorized to sign this certification on behalf of the governmental entity and that the statements in this letter are true and correct.

Sincerely,

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

REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS

**BOARD MEETING DATE:** August 21, 2018

**CATEGORY:** Consent - Health and Human Services-9.

**SUBJECT:**

First Amendment with Shasta County Office of Education for Triple P® Agreement

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

**Supervisory District No. :** All

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

**STAFF REPORT APPROVED BY:** Dianna L. Wagner, Branch Director

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

**RECOMMENDATION**

Approve and authorize the Chairman to sign an amendment, effective date of signing, to the agreement with Shasta County Office of Education to increase maximum compensation for Fiscal Year 2018-19 by \$50,000 to provide more Triple P parenting services (for a new total not to exceed \$233,688 during the entire term of the agreement) and retain the term November 14, 2017 through June 30, 2019.

**SUMMARY**

The proposed amendment to the active agreement will allow Shasta County Office of Education (SCOE) to expand the Positive Parenting Program (Triple P®) services to additional eligible clients and their caregivers in Shasta County with an increase in compensation by \$50,000 for Fiscal Year 2018/19.

**DISCUSSION**

The Mental Health Services Act (MSHA) represents a comprehensive approach to the development of a system of community-based mental health services and supports. One of the components of MSHA is Prevention and Early Intervention (PEI). Prevention programs like Triple P® promote positive cognitive, social, and emotional development, and encourages a state of well-being that allows a child or youth to function well in the face of changing and sometimes challenging circumstances.

Shasta County's PEI Plan includes Triple P® and is dedicated to bringing mental health awareness into the entire community through universal and targeted education initiatives and dialogue. As an early intervention program, Triple P® assists Shasta County residents at the earliest possible signs of mental health problems and concerns. Residents receiving services include the underserved population and rural communities having at-risk children and youth in stressed families ages 0-18 years old.

Triple P® early intervention is directed toward caregivers and families for whom a short duration and relatively low-intensity intervention is appropriate to measurably improve a mental health problem or concern very early in its manifestation, thereby avoiding the need for more extensive mental health treatment or services, or to prevent a mental health problem from getting

worse. Triple P® is an evidence-based multi-level parenting and family support strategy that aims to prevent severe behavioral, emotional, and developmental problems in children by enhancing the knowledge, skills, and confidence of parents.

SCOE has been serving families in the community with various levels of Triple P® for the past seven years and have a well-established history of success. With implementation of this agreement in November 2017 SCOE expanded existing services to families to include teens as well as younger children. From January through March 2018 they held two Triple P® groups serving 13 families and had another 14 families complete individual Triple P® services with only one family discontinuing. In 2017 SCOE served 96 caregivers representing 64 children. For those served, the Depression Anxiety Stress Scale assessment demonstrates caregiver improvement in all areas with depression symptoms decreasing 45%. SCOE has proven their ability to utilize Evidence Based programs, partner with underserved populations, and maintain their well-trained personnel which has merited this agreement and increased compensation in order to serve additional families with Triple P® services in Fiscal Year 2018/19.

**ALTERNATIVES**

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

**OTHER AGENCY INVOLVEMENT**

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

**FINANCING**

Costs of MHSA services delivered via this contract are included in the Mental Health (BU 410) FY 2018/19 Adopted Budget. Mental Health services in this agreement are funded through a combination of state MHSA funds and a combination of 1991 and 2011 realignment revenue. There is no additional General Fund impact with the approval of this recommendation.

**ATTACHMENTS:**

Description	Upload Date	Description
First Amendment	8/7/2018	First Amendment



**FIRST AMENDMENT TO THE AGREEMENT BETWEEN  
THE COUNTY OF SHASTA AND SHASTA COUNTY OFFICE OF EDUCATION**

This First Amendment is entered into between the County of Shasta, through its Health and Human Services Agency, a political subdivision of the State of California, ("County"), and Shasta County Office of Education, ("Consultant").

**RECITALS**

WHEREAS, County and Consultant have previously entered into an agreement on and effective November 14, 2017 to provide for the provision of Positive Parenting Program known as Triple P®. For the purposes of this agreement, the Positive Parenting Program (Triple P®) is a multi-level, parenting and family support strategy that aims to prevent severe behavioral, emotional and developmental problems in children by enhancing the knowledge, skills and confidence of parents. ("Original Agreement"); and

WHEREAS, County and Consultant desire to amend the Agreement to increase the amount of compensation payable to Consultant by \$50,000 in the fiscal year 18/19 in order to provide more services ("First Amendment").

NOW, THEREFORE, the Agreement is amended as follows:

I. Section 4. **COMPENSATION** of the Agreement is amended as of the effective date of this First Amendment in its entirety to read as follows:

**Section 4. COMPENSATION.**

- A. In full consideration of Consultant's performance of the services prescribed in Section 2 of this Agreement, and in accordance the Budget, attached hereto and incorporated herein as Attachment D-1 (Budget), County shall compensate Consultant for a maximum of \$91,844 for fiscal year 17/18 and \$141,844 for fiscal year 18/19, for a total compensation not to exceed \$233,688 during the term of the Agreement 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.
- B. Consultant shall apply any revenue received by Consultant from any Participant or any other third party payer source as an offset to the amount owed to Consultant by County for Triple P® services provided under this Agreement.

- C. Consultant's violation or breach of agreement terms may result in fiscal penalties, withholding of compensation, or termination of Agreement.
- II. **ATTACHMENT D-1** is attached to this First Amendment and is effective as of September 1, 2018. **ATTACHMENT D** attached to the Original Agreement shall remain in effect between November 14, 2017 and August 31, 2018.
- III. **REAFFIRMATION**  
  
In all other respects, the Agreement, as amended, and any attachments, remains in full force and effect.
- IV. **ENTIRE AGREEMENT**  
  
The Agreement, as amended, and any attachments, constitute the entire understanding between County and Consultant.
- V. **EFFECTIVE DATE**  
  
Unless otherwise provided, this First Amendment shall be deemed effective as of the last date it is signed by both Parties.

***SIGNATURE PAGE FOLLOWS***

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

**COUNTY OF SHASTA**

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

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

ATTEST:

LAWRENCE G. LEES  
Clerk of the Board of Supervisors

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

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

By: Alan Cox  
Deputy County Counsel

*[Signature]*  
8/4/18

**RISK MANAGEMENT APPROVAL**

By: James Johnson  
Risk Management Analyst

*[Signature]* 07/26/18

**CONSULTANT**

Date: 7-18-18

By: *[Signature]*  
Judy Flores, Superintendent  
Shasta County Office of Education  
Tax I.D.#: On File

## ATTACHMENT D-1

**SHASTA COUNTY HHSA CHILDREN'S SERVICES  
REQUEST FOR PROPOSAL - TRIPLE P - MAY 1, 2017**
**AT MINIMUM YOUR BUDGET SHALL INCLUDE THE FOLLOWING:**

- 1) SEPARATED INTO DIRECT AND INDIRECT COSTS.
- 2) COSTS SPECIFICALLY IDENTIFIED AS LINE ITEMS WITHIN THE BUDGET.
- 3) ADMINISTRATIVE COSTS MAY NOT EXCEED 10% OF THE TOTAL BUDGET.
- 4) OUTREACH COSTS MAY NOT EXCEED 10% OF THE TOTAL BUDGET.
- 5) BUDGET SHALL BE ACCOMPANIED BY A NARRATIVE EXPLAINING EACH ITEM IN THE BUDGET.
- 6) THE BUDGET SHOULD ONLY REPRESENT COSTS TO PROVIDE THE CONTRACTED SERVICES.
- 7) THE BUDGET FORMAT BELOW MUST BE UTILIZED

**Multi-Year Service Budgets**

Budget Category	Budget Period 17/18	Budget Period 18/19	Total Budgeted Costs
<b>Personnel/Position</b>			
Project Coordinator - 0.50 FTE	26,692.00	40,625.00	67,317.00
Behavior Management Specialist - 1.27 FTE	57,344.00	89,237.00	146,581.00
			0.00
*Note in kind services in narrative			0.00
			0.00
			0.00
<b>Total Salary and Benefits</b>	<b>84,036.00</b>	<b>129,862.00</b>	<b>213,898.00</b>
<b>Operating Expenses</b>			
Internet/Phone	225.00	270.00	495.00
			0.00
			0.00
			0.00
			0.00
			0.00
			0.00
<b>Total Operating Expenses</b>	<b>225.00</b>	<b>270.00</b>	<b>495.00</b>
<b>Other Expenses</b>			
			0.00
			0.00
			0.00
			0.00
<b>Total Other Expenses</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>
<b>Total Expenses</b>	<b>84,261.00</b>	<b>130,132.00</b>	<b>214,393.00</b>
<b>Administrative Cost</b>	<b>7,583.00</b>	<b>11,712.00</b>	<b>19,295.00</b>
<i>(Not to exceed 10% of total budget)</i>			
<b>Totals</b>	<b>\$91,844.00</b>	<b>\$141,844.00</b>	<b>233,688.00</b>

REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS

**BOARD MEETING DATE:** August 21, 2018

**CATEGORY:** Consent - Health and Human Services-10.

**SUBJECT:**

Agreement between the Opportunity Center and the State of California Department of Transportation to Provide Rest Area Maintenance Services

**DEPARTMENT:** Health and Human Services Agency-Regional Services

**Supervisory District No. :** All

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

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

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

**RECOMMENDATION**

Adopt a resolution which: (1) Approves and authorizes the Chairman to sign a revenue renewal agreement, Cooperative Agreement No. 02A1758, with the State of California Department of Transportation (Caltrans) in the amount of \$974,554.14 for the Opportunity Center (OC) to provide roadside maintenance services for the period October 12, 2018, or upon Caltrans approval, whichever is later, through October 11, 2021; and (2) approve and authorize the Health and Human Services Agency (HHSA) Director, or any HHSA Branch Director designated by the HHSA Director, to sign minor amendments and other documents as required by Caltrans, including retroactive, that do not result in a substantial or functional change to the original intent of the agreement and do not result in a change in compensation of more than \$15,000 as long as they otherwise comply with Administrative Policy 6-101, *Shasta County Contracts Manual*.

**SUMMARY**

This revenue agreement provides OC Participants the opportunity to learn and practice valuable employment skills by continuing to perform rest area maintenance.

**DISCUSSION**

Opportunity Center Participants have been providing rest area maintenance services for Caltrans District 2 at the O'Brien and Lakehead Rest Areas since September 2006. Through this agreement, OC Participants will continue to have the opportunity to learn and practice valuable employment skills. These services are provided by two crews each consisting of six OC Participants under the supervision of a Work Instructor.

OC Participants provide contracted services from 7 a.m. to 4 p.m. seven days per week including holidays. Two crews perform general maintenance services which include, but are not limited to, cleaning and stocking restroom facilities, landscape maintenance, litter abatement, and minor facility repairs. The rate paid by Caltrans includes the provision of these services and

related equipment, cleaning supplies, and consumable supplies necessary to effectively service and maintain each rest area.

**ALTERNATIVES**

The Board may direct staff to negotiate different terms to the agreement or choose not to approve the agreement.

**OTHER AGENCY INVOLVEMENT**

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

**FINANCING**

Revenue and appropriations associated with the agreement have been included in the Fiscal Year 2018-19 Adopted OC budget. There is no County General Fund impact as the OC budget receives no General Fund support.

**ATTACHMENTS:**

Description	Upload Date	Description
Resolution	8/13/2018	Resolution
Agreement	8/13/2018	Agreement

**RESOLUTION NO. 2018-\_\_\_\_\_**

**A RESOLUTION OF THE BOARD OF SUPERVISORS  
OF THE COUNTY OF SHASTA  
APPROVING AGREEMENT 02A1758 WITH THE  
CALIFORNIA, DEPARTMENT OF TRANSPORTATION,  
FOR THE OPPORTUNITY CENTER, TO  
PROVIDE REST AREA MAINTENANCE SERVICES**

**WHEREAS**, the mission of the County of Shasta, Health and Human Services Agency, Regional Services Branch, Opportunity Center, is “developing productive and meaningful employment opportunities for people with disabilities”; and

**WHEREAS**, the Opportunity Center receives funding from federal and state departments for the purposes of serving the vocational needs of people with disabilities; and

**WHEREAS**, the Shasta County Board of Supervisors has reviewed the revenue renewal Cooperative Agreement 02A1758 between the Health and Human Services Agency, Regional Services Branch, Opportunity Center and the State of California, Department of Transportation.

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Supervisors of the County of Shasta authorizes entering into Agreement No. 02A1758 (“Agreement”) beginning October 12, 2018, or upon Caltrans approval, whichever is later, and ending October 11, 2021, in the amount not to exceed \$974,554.14, and that they Board of Supervisors of the County of Shasta is approved and authorized to sign the Agreement on behalf of the County of Shasta.

**NOW, THEREFORE, BE IT FURTHER RESOLVED** that the Board of Supervisors of the County of Shasta approves and authorizes the Health and Human Services Agency (“HHSA”) Director, or any HHSA Branch Director designated by the HHSA Director, to sign minor amendments to the Agreement and other documents as required by CalTrans, including retroactive that do not result in a substantial or functional change to the original intent of the Agreement and does not result in a change in compensation of more than \$15,000, as long as they otherwise comply with the Administrative Policy 6-101, *Shasta County Contracts Manual*.

**DULY PASSED AND ADOPTED** this \_\_\_\_\_th/st day of \_\_\_\_\_, 2018 by the Board of Supervisors of the County of Shasta by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

RECUSE:

Resolution No. 2018-\_\_\_\_\_

Page 2 of 2

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

ATTEST:

LAWRENCE G. LEES  
Clerk of the Board of Supervisors

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



STATE OF CALIFORNIA  
**STANDARD AGREEMENT**  
 STD 213 (Rev 06/03)

Department of Transportation

AGREEMENT NUMBER

02A1758

REGISTRATION DATE

1. This Agreement is entered into between the State Agency and the Contractor named below:

STATE AGENCY'S NAME

**California Department of Transportation (Caltrans)**

CONTRACTOR'S NAME

**County of Shasta, through its Health and Human Services, Opportunity Center (Contractor or Shasta County)**

2. The term of this Agreement is: **October 12, 2018** or upon Caltrans approval, whichever is later through **October 11, 2021**
3. The maximum amount of this Agreement is: **\$974,554.14**  
**Nine Hundred Seventy-Four Thousand, Five Hundred Fifty-Four dollars and Fourteen Cents**
4. The parties agree to comply with the terms and conditions of the following exhibits/attachments, which are by this reference made a part of the Agreement.

<b>Exhibit A</b> – Scope of Work	11 Pages
<b>Exhibit B</b> – Budget Detail and Payment Provisions	3 Pages
<b>Exhibit C*</b> – General Terms and Conditions (Electronic File: GTC 04/2017)	Online
<b>Exhibit D</b> – Special Terms and Conditions	4 Pages
<b>Exhibit E</b> – Additional Provisions	3 Pages
<b>Attachment 1</b> – Contractor Resolution	Page(s)

Items shown with an Asterisk (\*), are hereby incorporated by reference and made part of this Agreement as if attached hereto. *These documents can be viewed at <http://www.dgs.ca.gov/ols/Resources/StandardContractLanguage.aspx>.*

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

**CONTRACTOR**

CONTRACTOR'S NAME (if other than an individual, state whether a corporation, partnership, etc.)

**County of Shasta, through its Health and Human Services, Opportunity Center**

BY (Authorized Signature)



DATE SIGNED (Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

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

ADDRESS

**P.O. Box 496005****Redding, CA 96049-6005****STATE OF CALIFORNIA**

AGENCY NAME

**California Department of Transportation**

BY (Authorized Signature)



DATE SIGNED (Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

, Contract Officer

ADDRESS

**1727 30th Street, MS 65, Sacramento, CA 95816**

*California Department of  
 General Services Use Only*

☒ Exempt per:

PCC 10295(C)(2), SHC 223

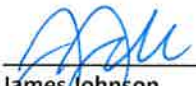
**APPROVED AS TO FORM:**

Rubin E. Cruse, Jr.  
County Counsel

  
\_\_\_\_\_  
Alan B. Cox  
Deputy County Counsel

8/13/18

**RISK MANAGEMENT APPROVAL**

  
\_\_\_\_\_  
James Johnson  
Risk Management Analyst

08/13/18

**EXHIBIT A**  
**Commercial Services - State****SCOPE OF WORK**

1. Contractor agrees to provide the following services to the California Department of Transportation (Caltrans), as described herein:

Contractor shall provide maintenance services and equipment, cleaning supplies and consumable supplies as needed to maintain the O'Brien and Lakehead Safety Rest Areas, as described in this Scope of Work. This Agreement has been obtained under the California Welfare and Institution Code (WIC code) section 19404 under the Community Rehabilitation Program (CRP), therefore the contract work shall be performed by at least 75% of the labor who are disabled. The Contractor shall comply with the requirement of WIC 19404.

2. Subcontracting is not permitted under this Agreement. All references to subcontracting or subcontractors as found herein are not applicable to this Agreement.
3. The services shall be performed at the following locations:
  - A. The Lakehead Rest Area that is located in Shasta County, adjacent to Route 5 about 0.8 miles north of Lakehead.
  - B. The O'Brien Rest Area that is located in Shasta County adjacent to Route 5 about 12 miles south of Lakehead.
4. This Agreement will commence on **October 12, 2018** or upon approval by the Caltrans, whichever is later and no work shall begin before that time. This Agreement is of no effect unless approved by Caltrans. The Contractor shall not receive payment for work performed prior to approval of the Agreement and before receipt of notice to proceed by the Caltrans Contract Manager. This Agreement shall expire on **October 11, 2021**. The services shall be provided during working hours between 7:00 AM to 4:00 PM, seven (7) days a week, including holidays. The parties may amend this Agreement as permitted by law.
5. All inquiries during the term of this Agreement will be directed to the project representatives listed below:

California Department of Transportation	County of Shasta
Section/Unit: District 2 Maintenance	Section/Unit: Opportunity Center
Contract Manager: Pamela Rogne	Project Manager: Del Lockwood
Address: 1490 George Drive Redding, CA 96003	Address: P.O. Box 496005 Redding, CA 96049-6005
Phone: (530) 225-3349	Phone: (530) 225-5781
Fax: (530) 225-3207	Fax: (530) 225-5751

6. Description of Work:
  - A. The work consists, in general, of maintaining and servicing the O'Brien and Lakehead Safety Roadside Rest areas by completing the following:
    - 1) Cleaning, sanitizing, and deodorizing and stocking restroom facilities
    - 2) Cleaning sidewalks

**EXHIBIT A**  
**Commercial Services - State**

- 3) Performing landscape maintenance
  - 4) Picking up litter
  - 5) Washing tables, benches and garbage cans
  - 6) Sweeping all paved and sidewalk areas
  - 7) Performing minor repairs to facilities
  - 8) Power pressure washing inside and outside of buildings
- B. The Contractor shall provide uniforms to all employees, without cost to the employees. When on duty, shirts, pants, and shoes shall be worn at all times. Outer garments (shirts, vests, coats, jackets, sweaters) shall be pre-approved by the Caltrans Contract Manager and shall identify the Contractor and the wearer as a, "Rest Area Attendant." Employees who work at night shall wear reflectorized garments.
- C. All Contractor's representatives (Job Coaches), working at the rest area, must be able to communicate in English.
- D. Contractor is required to maintain an accurate log of arrival and departure times for each employee for each day worked. Contractor shall use a Caltrans-furnished time clock or such other method as may be determined by the Caltrans Contract Manager.
- E. Public safety and convenience are to be considered at all times. If any person employed by the Contractor shall appear to Caltrans field representative to be incompetent to or act in a disorderly or improper manner, he or she shall be discharged immediately upon the request of Caltrans representative. Such person shall no longer be employed on the worksite without explicit approval from the Caltrans Contract Manager.
- F. In the event of damage or breakdown of any Caltrans building or related facilities, one of the following Caltrans field representatives shall be immediately notified in the order shown:

<b>NAME</b>	<b>BUSINESS PHONE</b>	<b>CELL PHONE</b>
Bret Grigsby	(530) 225-3515	(530) 945-8176
Gary Anderson	(530) 225-3518	(530) 945-4944
Special Crews Supt.	(530) 225-3450	

Note: Should none of the above be available, please contact California Highway Patrol at (530) 242-3210.

- G. If the Caltrans determines that the Rest Area has been damaged by a negligent act of the Contractor or its employees, Contractor shall be responsible for the cost of repairing such damage.

**EXHIBIT A**  
**Commercial Services - State**

- H. Caltrans's field representatives shall conduct frequent unscheduled inspections and maintain a log noting conditions and compliance with the contract provisions and quality of workmanship.
- I. The Contractor shall furnish the Caltrans Field Representative with a telephone number where the Contractor may be reached during working hours. The Contractor shall provide a local supervisory employee and alternate supervisor employee to be available for calls. The Contractor shall respond within one (1) hour after Contractor has been notified by telephone. Contractor shall provide an on-site supervisory representative for minor problems.
- J. The Contractor shall furnish equipment, cleaning supplies and consumable supplies as needed. All supplies to be furnished shall be commercial strength. Cleaning supplies shall be delivered to the Rest Area in factory-sealed container and not diluted until needed for use. All cleaning equipment, as well as supplies, must be commercial quality and be in good operational condition.
- K. All supplies and materials must be approved in advance by the Caltrans Contract Manager, including a list of the supplier, manufacturer's name, size, and weight. Any material not approved cannot be used until approval has been obtained.
- L. Contractor shall maintain a sufficient quantity of supplies on hand at all times at each Rest Area to provide the necessary supplies for the next three (3) calendar days usage. The following quantities are the minimum amount to be stock piled at each Rest Area as of the beginning of the contract term. The Caltrans Contract Manager may add, delete, or modify this list as necessary during the life of the contract by furnishing the contractor with a written list of changes to be made. Providing this list to the contractor does not remove the responsibility of maintaining at least three (3) days' worth of supplies at each Rest Area at all times.

**Cleaning Supplies:**

<b>ITEMS</b>	<b>UNITS</b>	<b>AMOUNT</b>
Glass Cleaner	Gallon	2
Deodorizing Cleaning Agent (full undiluted)	Gallon	2
Disinfectant (full, undiluted)	Gallon	2
Graffiti Remover	Can	2
Bleach, undiluted	Gallon	2
De-icer	Lbs.	300

**Consumable Supplies:**

<b>ITEMS</b>	<b>UNITS</b>	<b>AMOUNT</b>
Toilet Paper	Case	3
Air Freshener refills	Each	4
Garbage Bags	Case	2

**EXHIBIT A**  
**Commercial Services - State**

Sanitary Napkin bags	Case	2
Powdered hand soap	Carton	2
75-watt Light Bulb	Each	6
Fluorescent tubes (2', 4' & 8')	Each	2 of each size
Deodorized Urinal Pads	Each	12
Toilet Seat Covers	Case	2

M. Caltrans will endeavor to notify the Contractor at least ten (10) hours prior to closing the Rest Area for repairs or for any other reason. Contractor work is not required nor will it be paid for during any period of closure. Payment for the first day's closure will only be made if the Caltrans is unable to give ten (10) hours advanced notification. Any closure of a Rest Area by the Contractor shall require notification and approval from a Caltrans Field Representative as listed in **Section 6.F**.

N. The Contractor shall provide employee(s) to be continually present at each Roadside Rest Area, seven (7) days a week, including holidays, in accordance with the following schedule:

<b>REST AREA</b>	<b>REQUIRED DAILY HOURS</b>
O'Brien	7:00 AM to 4:00 PM
Lakehead	7:00 AM to 4:00 PM

O. The Rest Area attendant will not leave the Rest Area grounds during lunch or other breaks. The hours indicated are a minimum. Additional hours will be worked as directed by the Caltrans representative to maintain the level of quality or for emergency situation. Break times shall be posted were directed by the Caltrans Contract Manager. The lunch period shall last one (1) hour.

P. Contractor will raise and lower flags in Rest Area grounds during daylight hours when Contractor is present, except in rainy weather.

Q. Training that is necessary for the Contractor's employees to adequately perform their duties shall be provided by the Contractor at his expense. Training will cover all aspects of the required work, including such items as cleaning and sanitizing the restrooms, mowing and watering lawn areas, and safety issues.

R. Contractor shall perform minor repairs to the facilities under the direction of the Caltrans Contract Manager. Minor repairs shall consist of painting, unplugging obstructed plumbing, fixing broken toilets seats, paper dispensers, minor faucet repairs, mirrors, and door handles. Repair parts shall be furnished by the Caltrans Representative.

**EXHIBIT A**  
**Commercial Services - State**

- S. Contractor and its employees shall give all items of value left on the premises by the public to the Caltrans Representative. Upon request, a receipt will be issued to the Contractor for those items at the time they are given to the Caltrans representative.
- T. Contractor shall report its current employment records of employees working at the roadside Rest Areas to the Caltrans Contract Manager, on a quarterly basis. The records or reports shall include the number of persons classified as disabled or non-disabled, and the hours worked by personnel in each classification.

**7. Janitorial Services**

- A. Janitorial services shall consist of cleaning, sanitizing, deodorizing, and stocking restroom facilities (e.g. inside and outside, cleaning sidewalks, picking up litter, washing tables, benches, garbage cans, and sweeping all paved areas with a vacuum type unit, one in each Rest Area, Power Pressure washing inside and outside of buildings.).
- B. All cleaning, sanitizing, and deodorizing agents used shall be used at the concentration percentages recommended by the manufacturer for commercial application.
- C. Prior to 8:30 AM each morning, Contractor shall make restrooms presentable and pick up unsightly trash or other items from the grounds and parking lot. This shall be followed by a more thorough cleaning of the restrooms, picnic areas, drinking fountains, litter cans, parking lots, grounds, and pet areas.
- D. Contractor shall check restrooms at least once every two (2) hours during the workday for cleanliness and operational effectiveness, and shall attend to the restrooms as needed. No steel wool, sandpaper, abrasive cleaning powers or other highly abrasive materials shall be used in cleaning the walls, floors, toilet partitions, doors, toilets, urinals, wash basins, soap dispensers, and hand dryers.
- E. Contractor shall conduct janitorial operations so that at least one (1) women's and one (1) men's restroom shall remain open at all times. Restrooms shall be kept open except when necessary janitorial work or repairs are actually being performed. Temporary notices, furnished by the Contractor, which have been pre-approved by Caltrans shall be set out whenever the Contractor deems it necessary in order to adequately warn and protect the public from possible hazardous conditions. Every reasonable effort shall be made to keep the restrooms open at all times.
- F. At no time shall closure time for routine cleaning exceed thirty (30) minutes and both sets of restrooms are to be made available to the public when not actually being cleaned.

**EXHIBIT A**  
**Commercial Services - State**

- G. Floor sweep shall be placed on drippings in parking area. Clean up shall be done on as-needed basis and all waste shall be placed in barrels provided. Spills should be reported immediately to Caltrans.
- H. All litter and garbage shall be disposed of by the Contractor daily and removed to a public dumpsite. Garbage bags are to be placed directly into a vehicle and removed from the rest areas by 4:00 PM each day. Bags will not be stacked along curbs or along sidewalks. Vehicle(s) used for transporting garbage to the dump site shall conform to any and all regulations for such vehicles. A dumpster will not be permitted to be brought onto the Rest Areas.
- I. The storage room shall be kept in a neat and orderly fashion and shall only be used for the storage of supplies and materials needed in the maintenance of the Rest Areas. The storage area is to be kept locked and secured at all times when not occupied by the Contractors personnel. Keys will be provided at no cost to authorized Contractor's personnel. Flammable liquids, other than gasoline for gasoline-powered lawn equipment, shall not be stored in the storage locker. Gasoline shall be stored in approved storage lockers only.
- J. Snow and ice shall promptly be removed from walkways and a de-icing agent approved by the Caltrans Representative shall be applied to the areas as needed for the public safety.

**8. Disposal of Hypodermic Needles**

- A. All Contractor's employees who might come in contact with hypodermic needles or other infectious material shall be thoroughly trained in procedures for handling infectious materials. This training shall be given at the start of the first shift assigned to the Rest Area. No Contractor employee who has not received this training shall knowingly pick up or touch any possible infectious material.
- B. Hypodermic needles found on the Rest Area grounds shall be disposed of in the following manner:
  - 1) Contractor's employees shall immediately notify their supervisor whenever a hypodermic needle is found.
  - 2) Contractor's employees will retrieve the needle by use of a trash picker or by a gloved hand. Under no circumstances are needles to be handled with bare hands.

Needles will be disposed of in a Sharps container. Sharps containers may be obtained from medical supply outlets. Containers used must be leak-proof, rigid, and puncture-resistant.



**EXHIBIT A**  
**Commercial Services - State**

- 3) Containers shall be given to the Caltrans Contract Manager for proper disposal. Under no circumstances is a container to be used to store needles in any vehicle or building on Rest Area grounds.

**9. Landscape Maintenance**

A. The work shall consist of the following:

- 1) Watering and fertilizing trees, shrubs, ground cover, and turf areas
- 2) Mowing, and edging all lawns
- 3) Hand weeding and cultivating around plant and bushes
- 4) Servicing the irrigation system
- 5) Raking up and disposing of all leaves and pine needles on a daily basis as required. A string-type-edging tool will not be acceptable for edging lawns.

B. Shrub trimming and removing broken or dead branches shall be done as directed by the Caltrans Field Representative. Lawns shall not be cut shorter than 1½ inches. Lawn mowers used shall be equipped with grass catcher. Lawn clippings shall promptly be removed from the Rest Areas.

C. Lawns shall be fertilized with a balanced fertilizer at the rate of one (1) pound actual nitrogen per 1,000 square feet two (2) times per year. Fertilizer shall be supplied by Caltrans. Sufficient water shall be applied after the application to dissolve the fertilizer and wash it into the root zone. Contractor shall notify the Caltrans Contract Manager of its intention to apply fertilizer at least twenty-four (24) hours prior to the actual application of the fertilizer.

D. Contractor shall not use pesticides or any other chemical considered to be hazardous in and around the Rest Areas.

E. Servicing the irrigation system shall consist of adjusting, repairing, and cleaning the sprinkler heads and risers.

F. Contractor shall not operate power equipment in the vicinity of pedestrians in such a manner as to risk them being hurt by the operation of such equipment. Power equipment shall be properly maintained and operated. Any equipment that is unsafe in the judgment of the Caltrans Representative shall not be operated until the unsafe condition has been corrected.

G. Contractor shall have the following tools readily available at each Rest Area. All tools are to be of industrial quality and in usable condition:

- 1) Signs necessary to close restrooms during cleaning

**EXHIBIT A**  
**Commercial Services - State**

- 2) 12-inch crescent wrench
- 3) Pipe wrench
- 4) Two (2) slotted screwdrivers, each a different size
- 5) Two (2) Phillip screwdrivers, each a different size
- 6) 8-inch common pliers
- 7) 12-inch channel lock pliers
- 8) Carpenters' hammer
- 9) Necessary landscape hand tools such as shovels, brooms

**10. Miscellaneous**

- A. Contractor shall submit a list of supplies that it proposes to use, including manufacturer's brand name, size, weight, to the Caltrans Representative prior to the start of any contract work. All materials to be used must be approved in advance by the Caltrans Representative. Any materials not approved cannot be used until approval has been obtained from the Caltrans Representative.
- B. Caltrans is responsible for regulation of activities of the Roadside Rest Areas through issuance of permits. The Contractor shall perform the work in such a manner as to not unduly hinder or interfere with the use of the facility by the traveling public or other permitted users.
- C. Inquiries about such permits shall be directed to the Caltrans Representative. The Contractor is expected to monitor the activities of permitted organizations and report any noncompliance of the terms of the permits to the Caltrans Representative. The Contractor's operations shall not restrict or disrupt permitted activities of these organizations.
- D. Caltrans shall not be responsible in any way for damages, destruction or loss for any cause, to the Contractor's equipment, supplies, materials, tools, or other personal property of the Contractor's personnel.
- E. The Contractor is responsible for performing the work. Subcontracting or assignments of the contract work is not permitted.
- F. Caltrans reserves the right to close Rest Areas, without compensation to the Contractor, for periods of one (1) week or more with fifteen (15) days notification for any reason Caltrans deems appropriate. Compensation not paid for periods of one (1) week or multiples of weeks shall each be at  $\frac{1}{4}$  the monthly rate in which the closure occurred. If the Contractor works at the Rest Area for any time period in any month, at the Caltrans Contract Managers direction, the Contractor will be compensated a minimum of  $\frac{1}{4}$  the monthly rate for that month. Compensation for any months closing not paid will be equal to that month's rate.

**EXHIBIT A**  
**Commercial Services - State****11. Changes**

Caltrans reserves the right to revise work schedules and to make other changes within the contract specifications as may be deemed necessary to best serve the interest of Caltrans. The compensation payable to the Contractor may be subject to adjustment in the event of major changes to the Scope of Work and shall require an amendment to this Agreement.

**12. Roadside Rest Work Summary:**

The following tasks shall be performed at the stated intervals of time.

Function	Inventory Description	*Approximate Number of Units:		Service Frequency
		O'BRIEN	LAKEHEAD	
1. Sweep Floor	Square Ft.	630	512	Twice Daily
2. Mop Floors	Square Ft.	630	512	Twice Daily
3. Clean Toilet Partition	Stall	10	9	Once Daily
4. Clean Walls, Inside, Incl. Doors & Windows	Square Ft.	1456	1360	Once Daily
5. *Clean Walls, Outside, Incl. Doors & Windows * With Power Pressure Washer	Square Ft.	1408	1500	Twice a Week
6. Clean Building Gutters				As Needed
7. Clean Urinals	Each	3	3	Twice Daily
8. Clean Toilets	Each	6	6	Twice Daily
9. Clean Sinks	Each	6	6	Twice Daily
10. Clean Mirrors	Each	6	6	Twice Daily
11. Clean Hand Dryers	Each	6	6	Twice Daily
12. Clean Drinking Fountains	Each	6	7	Daily
13. Clean Display Bldg. & Phone Booth	Each	1	1	Daily
14. Clean Light Fixtures (Inside and Out)	Each	14	1	Weekly
15. Clean Service Room and Warehouse	Each	1	2	As Needed
16. Fill Toilet Paper Holders	Each	23	21	As Needed
17. Fill Soap Dispensers	Each	4	4	As Needed
18. Empty Sanitary Napkin Receptacles	Each	6	6	Daily
19. Empty Garbage Can & Replace Liners	Each	22	34	As needed Daily*
20. Empty Recycle Containers	Each	2	2	Twice Daily
21. Clean Picnic Tables, Benches	Each	10	14	Daily
22. Take Chlorine Reading and Record	Each	1	1	Daily
23. Clean Parking Lot	Each			Daily
24. Clean Sidewalks	Square Ft.	15,330	20,936	Daily
25. Mow Lawns May through October, November through April	Square Ft.	29,795	40,060	Weekly As Directed
26. Edge Lawns Around Boxes and Electrical Pull Boxes, Trees and Sign Posts				Weekly as needed

**EXHIBIT A**  
**Commercial Services - State**

27. Check and Repair Sprinklers and Bubbles for Foreign Materials or Breaks	Each	156	306	As Needed After Mowing
28. Remove Grass From Around Sprinklers	Each	106	135	As Needed
29. Remove Lawn Clippings	Each			After each Mowing
30. Weed	Square Ft.	2,000	4,000	As Needed
31. Fertilize Lawn and Ground Cover	Square Ft.	119,180	160,240	By April 15 & Sept 15
32. Edge Ground Cover	Linear Feet	120	200	Monthly June-Sept

Note: The indicated quantities are approximate only and no guarantee is made or implied that the actual amount of work will correspond therewith. Times for daily tasks may be modified with mutual agreement in writing, between the Contractor and the Caltrans Contract Manager.

**13. Recycling Bins and Reporting**

- A. Contractor shall provide service and maintenance of recycle bins for glass, plastic, and aluminum, located at the Rest Areas. Servicing and maintenance includes periodic cleaning of the recycle bins.
- B. Recycle bins shall be checked twice daily and emptied as they are filled.
- C. Contractor shall transport collected recyclable material to redemption centers as needed or when directed by the Caltrans Contract Manager. Contents shall not be stock piled on the premises in order to avoid unwanted ants, odor, and clutter.
- D. Contractor shall complete and submit to the Caltrans Contract Manager, at least quarterly, a recycling report, Form Recycling Data Report. This report shall be filled out and included with the next month's billing.
- E. All proceeds from the sale of recycled materials will be retained by the Contractor but shall be reported as a credit on each monthly invoice for payment by Caltrans to reduce the payment sum due the Contractor.

**14. Liquidated Damages**

- A. In the event that for any reason (including sickness, quitting, involuntary discharge by the Caltrans Representative, snow including chain control conditions, unless the highway is completely closed or any other cause), the Roadside Rest Area is unattended during the working hours stated previously, Caltrans shall withhold the sum of \$100.00 per hour or fraction thereof until an attendant arrives at the work site. The Rest Area Attendant's time cards shall be used as a basis of determining period(s) that the Rest Area was unattended.
- B. In addition, liquidated damages in the amount of \$75.00 per day shall be withheld from the Contractor's payment for each and every contract provision the Contractor fails to correct

**EXHIBIT A**  
**Commercial Services - State**

within twelve (12) hours following receipt of written notification from the Caltrans Representative. Contractor shall immediately notify the Caltrans Contract Manager in writing upon correction of said deficiency.

**EXHIBIT B**  
**Commercial Services - State**

**BUDGET DETAIL AND PAYMENT PROVISIONS**

**1. Invoicing and Payment**

- A. For services satisfactorily rendered and approved by the Caltrans Contract Manager, and upon receipt and approval of the invoices, Caltrans agrees to compensate the Contractor in accordance with **Section 5**, Rates and this **Exhibit B**. Incomplete or disputed invoices shall be returned to the Contractor, unpaid, for correction.
- B. Invoices shall be itemized in accordance with the Scope of Work and **Section 5**, Rates, and shall be signed and submitted in triplicate not more frequently than monthly in arrears of the service.
- C. Each invoice shall include:
  - 1) Agreement Number
  - 2) Date(s) of Service
  - 3) Location of Service
  - 4) Service Month
  - 5) Recycling Report Form and Supporting Documentation
  - 6) Description of Worked Performed
- D. Each invoice shall be submitted in triplicate to:

Department of Transportation  
District 02 - Maintenance  
Attention: Pamela Rogne, Contract Manager  
1490 George Drive  
Redding, CA 96003
- E. The Contractor shall submit a certified copy of all payroll records for verification by the Caltrans Contract Manager and/or Designee with each invoice. Delinquent or inadequate certified payrolls or other required documents will result in the withholding of payment until such documents are submitted by the Contractor.
- F. No payment in addition to the rates specified in **Section 5** will be made for travel time to and from the job site. The Contractor should include this expense in the proposed rate. More specific location of the equipment may be obtained by calling the Caltrans Contract Manager.
- G. The rate per month paid to the Contractor shall include furnishing all labor, equipment, supplies and materials necessary to effectively service and maintain the Rest Areas.
- H. In order to expedite payment, invoice letterhead (printed or stamped) should read the same as the name on the contract.
- I. This is a multi-year contract. Contractor shall not commence work, or exceed any fiscal year allotment as listed below without the approval of the Caltrans Contract Manager.

**EXHIBIT B**  
**Commercial Services - State**

<b><u>FISCAL YEAR</u></b>	<b><u>CONTRACT ALLOTMENT</u></b>
2018/2019	\$ 214,135.00
2019/2020	\$ 317,736.00
2020/2021	\$ 343,182.00
2021/2022	\$ 99,501.14
<b>TOTAL CONTRACT</b>	<b>\$ 974,554.14</b>

**2. Budget Contingency Clause**

- A. It is mutually understood between the parties that this Agreement may have been written before ascertaining the availability of congressional or legislative appropriation of funds, for the mutual benefit of both parties in order to avoid program and fiscal delays that would occur if the Agreement were executed after that determination was made.
- B. This Agreement is valid and enforceable only if sufficient funds are made available to the State of California by the United States Government or the California State Legislature for the purpose of this program. In addition, this Agreement is subject to any additional restrictions, limitations, conditions, or any statute enacted by the Congress or the State Legislature that may affect the provisions, terms or funding of this Agreement in any manner.
- C. It is mutually agreed that if the Congress or the State Legislature does not appropriate sufficient funds for the program, this Agreement shall be amended to reflect any reduction in funds.
- D. Pursuant to Government Code (GC), Section 927.13, no late payment penalty shall accrue during any time period for which there is no Budget Act in effect, nor on any payment or refund that is the result of a federally mandated program or that is directly dependent upon the receipt of federal funds by a state agency.
- E. Caltrans has the option to terminate the Agreement under the thirty (30) day termination clause or to amend the Agreement to reflect any reduction of funds. Refer to **Exhibit D, 2. B. Termination**.

**3. Prompt Payment Clause**

Payment will be made in accordance with, and within the time specified in, GC, Chapter 4.5, commencing with Section 927.

**4. Cost Limitation**

- A. Total amount of this Agreement shall not exceed **\$974,554.14**.
- B. It is understood and agreed that this total is an estimate and that Caltrans will pay only for those services actually rendered as authorized by the Caltrans Contract Manager or its designee up to the total amount set forth in **Section 4A, above**.

**EXHIBIT B**  
**Commercial Services - State****5. Rates**

Rates are based on a rate per month basis, having two (2) crews and two (2) supervisors. Rates for these services are as follows:

October 12, 2018 to December 31, 2018	\$23,298 per month not to exceed \$61,627.00
January 1, 2019 to December 31, 2019	\$25,418 per month not to exceed \$305,016.00
January 1, 2020 to December 31, 2020	\$27,538 per month not to exceed \$330,456.00
January 1, 2021 to October 11, 2021	\$29,659 per month not to exceed \$277,455.14

Total Contract Allotment (October 12, 2018 through October 11, 2021) = **\$ 974,554.14**

**6. Excise Tax**

The State of California is exempt from federal excise taxes, and no payment will be made for any taxes levied on employees' wages. Caltrans will pay for any applicable State or local sales or use taxes on the services rendered or equipment or parts supplied pursuant to this Agreement. Caltrans may pay any applicable sales and use tax imposed by another state.

**7. Cost Principles**

- A. The Contractor agrees that the Cost Principles and Procedures in 48 CFR, Part 31, and the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, in 2 CFR, Part 200, shall be used to determine the allowable individual items of cost.
- B. Any costs for which payment has been made to the Contractor that are determined by subsequent audit to be unallowable under 48 CFR, Part 31 or 2 CFR, Part 200 are subject to repayment by Contractor to Caltrans.

**8. Costs Included in Bid Rates**

- A. The cost of employer payments to or on behalf of employees, subsistence, travel, compensation insurance premiums, unemployment contributions, social security taxes, Agreement bond premiums, and any other taxes or assessments INCLUDING SALES AND USE TAXES required by law or otherwise shall be included in the Agreement rates and no additional allowance will be made thereof, unless separate payment provision should specifically so provide.
- B. All costs associated with materials/supplies as described in **Exhibit A, Scope of Work**, shall be included in Contractor's rates.
- C. Contractors shall make travel and subsistence payments to each worker in compliance with Labor Code sections 1773.1 and 1773.9. Travel and subsistence requirements are available on the Department of Industrial Relations website at <http://www.dir.ca.gov/DLSR/PWD/>.

**9. Holiday Pay**

Contractor shall provide holiday pay as described in GC Section 19134(h) for janitorial services only.



**EXHIBIT D**  
**Commercial Services - State**

**SPECIAL TERMS AND CONDITIONS**

**1. Settlement of Disputes**

- A. Any dispute concerning a question of fact arising under this Agreement that is not disposed of by Agreement shall be decided by the Caltrans Contract Officer, who may consider any written or verbal evidence submitted by the Contractor. The decision of the Caltrans Contract Officer, issued in writing, shall be Caltrans' final decision on the dispute.
- B. Neither the pendency of a dispute nor its consideration by the Caltrans Contract Officer will excuse the Contractor from full and timely performance in accordance with the terms of the Agreement.

**2. Termination**

- A. If, after award and execution of the Agreement, the Contractor's performance is unsatisfactory, the Agreement may be terminated for default. Additionally, the Contractor may be liable to Caltrans for damages including the difference between the Contractor's original bid price and the actual cost of performing the work by another Contractor. Default is defined as the Contractor failing to perform services required by the Agreement in a satisfactory manner.
- B. Caltrans reserves the right to terminate this Agreement for any or no cause upon thirty (30) days written notice to the Contractor or immediately in the event of default or material breach by the Contractor at no cost. Upon such termination, no compensation shall be due or payable to Contractor except for compensation earned through the date of termination.
- C. The State may terminate this Agreement immediately for good cause. The term "good cause" may be defined as "impossibility of performance" or "frustration of purpose," but does not include material breach, default, or termination without cause. In this instance, the Agreement termination shall be effective as of the date indicated on the State's notification to the Contractor.
- D. In the event that the total Agreement amount is expended prior to the expiration date, Caltrans may, at its discretion, terminate this Agreement with 30 day notice to Contractor.

**3. Subcontractors**

The Contractor shall perform the work contemplated with resources available within its own organization and no portion of the work shall be subcontracted.

**4. Retention of Records/Audits**

For the purpose of determining compliance with GC, Section 8546.7, the Contractor and Subcontractors shall maintain all books, documents, papers, accounting records, and other evidence pertaining to the performance of the Agreement, including but not limited to, the costs of administering the Agreement. All parties shall make such materials available at their respective offices at all reasonable times during the Agreement period and for three years from the date of final payment under the Agreement. The State, the State Auditor, Federal Highway Administration (FHWA), or any duly authorized representative of the Federal government having jurisdiction

**EXHIBIT D**  
**Commercial Services - State**

under Federal laws or regulations (including the basis of Federal funding in whole or in part) shall have access to any books, records, and documents of the Contractor that are pertinent to the Agreement for audits, examinations, excerpts, and transactions, and copies thereof shall be furnished if requested.

**5. Non-Solicitation**

The contractor warrants, by execution of this Agreement, that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained or contracted by the contractor for the purpose of securing business. For breach or violation of this warranty, the state shall have the right to annul this Agreement without liability, paying only for the value of the work actually performed, or in its discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.

**6. Assumption of Risk and Indemnification Regarding Exposure to Environmental Health Hazards**

In addition to and not a limitation of the Contractor's indemnification obligations contained elsewhere in this Agreement, the Contractor hereby assumes all risks of the consequences of exposure of Contractor's employees, agents, Subcontractors, Subcontractors' employees, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, to any and all environmental health hazards, local and otherwise, in connection with the performance of this Agreement. Such hazards include, but are not limited to, bodily injury and/or death resulting in whole or in part from exposure to infectious agents and/or pathogens of any type, kind or origin. Contractor also agrees to take all appropriate safety precautions to prevent any such exposure to Contractor's employees, agents, Subcontractors, Subcontractors' employees, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement. Contractor also agrees to indemnify and hold harmless Caltrans, the State of California, and each and all of their officers, agents and employees, from any and all claims and/or losses accruing or resulting from such exposure. Except as provided by law, Contractor also agrees that the provisions of this paragraph shall apply regardless of the existence or degree of negligence or fault on the part of Caltrans, the State of California, and/or any of their officers, agents and/or employees.

**7. Mandatory Organic Waste Recycling**

It is understood and agreed that pursuant to Public Resources Code §42649.8 et. seq, if Contractor generates four (4) cubic yards of organic waste per week the contractor shall arrange for organic waste recycling services. "Organic waste" means food waste, green waste, landscape and pruning waste, non-hazardous wood waste, and food-soiled paper waste that is mixed in food.

**EXHIBIT D**  
**Commercial Services - State**

The Contractor shall take at least one of the following actions:

- 1) Source separate organic waste from other waste and subscribe to a basic level of organic waste recycling service that includes collection and recycling of organic waste.
- 2) Recycle its organic waste onsite or self-haul its own organic waste for recycling.
- 3) Subscribe to an organic waste recycling service that may include mixed waste processing that specifically recycles organic waste.

When applicable, Contractor must comply with these provisions.

**8. Laws to be Observed**

The Contractor shall keep fully informed of all existing and future state and federal laws and county and municipal ordinances and regulations which in any manner affect those engaged or employed in the work, the materials used in the work, or which in any way affect the conduct of the work, and of all such orders and decrees of bodies or tribunals having any jurisdiction or authority over the same. Contractor shall at all times observe and comply with, and shall cause all agents and employees to observe and comply with all such existing and future laws, ordinances, regulations, orders, and decrees of bodies or tribunals having any jurisdiction or authority over the work. The Contractor shall protect and indemnify the State of California and all officers and employees thereof connected with the work against any claim, injury, or liability arising from or based on the violation of any such law, ordinance, regulation, order, or decree, whether by the Contractor, a Subcontractor(s), or an employee(s). If any discrepancy or inconsistency is discovered in the plans, drawings, specifications, or Agreement for the work in relation to any such law, ordinance, regulation, order, or decree, the Contractor shall immediately report the same to the Caltrans Contract Manager in writing.

**9. Specific Statutory Reference**

Any reference to certain statutes in this Agreement shall not relieve the Contractor from the responsibility of complying with all other statutes applicable to the service, work, or rental to be furnished thereunder.

**10. Equipment Indemnification**

The Contractor shall indemnify Caltrans for any claims against Caltrans for loss or damage to the Contractor's property or equipment during its use under this Agreement and shall at the Contractor's own expense maintain such fire, theft, liability or other insurance as deemed necessary for this protection. The Contractor assumes all responsibility which may be imposed by law for property damage or personal injuries caused by defective equipment furnished under this Agreement or by operations of the Contractor or the Contractor's employees under this Agreement.

**11. Force Majeure**

Neither party shall be liable to the other for any delay in or failure of performance, nor shall any such delay in or failure of performance constitute default, if such delay or failure is caused by

**EXHIBIT D**  
**Commercial Services - State**

“Force Majeure.” As used in this section, “Force Majeure” is defined as follows: Acts of war and acts of God such as earthquakes, floods, and other natural disasters such that performance is impossible.

**12. Employment of Undocumented Workers**

By signing this Agreement, the Contractor swears or affirms that it has not, in the preceding five years, been convicted of violating a State or Federal law relative to the employment of undocumented workers.

**13. Community-Based Rehabilitation Program (CRP)**

Contractor agrees to perform the work in accordance with the provisions in Welfare and Institutions Code section 19404.

**EXHIBIT E**  
**Commercial Services - State**

**ADDITIONAL PROVISIONS**

**1. General Provisions Required in all Insurance Policies**

- A. Deductible: Contractor is responsible for any deductible or self-insured retention contained within the insurance program.
- B. Coverage Term: Coverage must be in force for the complete term of this Agreement. If insurance expires during the term of this Agreement, a new certificate must be received by the Caltrans Contract Manager at least ten (10) days prior to the expiration of the insurance. Any new insurance must continue to comply with the original terms of this Agreement **02A1758**.
- C. Policy Cancellation or Termination and Notice of Non-Renewal: Contractor shall provide, to the Caltrans Contract Manager within five (5) business days, following receipt by Contractor, a copy of any cancellation or non-renewal of insurance required by this Agreement. In the event Contractor fails to keep, in effect at all times, the specified insurance coverage, the State may, in addition to any other remedies it may have, terminate this Agreement upon the occurrence of such event, subject to the provisions of this Agreement.
- D. Primary Clause: Any required insurance contained in this Agreement shall be primary, and not excess or contributory, to any other insurance carried by the State.
- E. Inadequate Insurance: Inadequate or lack of insurance does not negate the Contractor's obligations under this Agreement.
- F. Endorsements: Any required endorsements requested by the State must be physically attached to all requested certificates of insurance and not substituted by referring to such coverage on the certificate of insurance.
- G. Insurance Carrier Required Rating: All insurance companies must carry a rating acceptable to the Department of General Services, Office of Risk and Insurance Management (ORIM). If the Contractor is self-insured for a portion or all of its insurance, review of financial information including a letter of credit may be required. Department of General Services, ORIM Website: <http://www.dgs.ca.gov/orim/home.aspx>
- H. Contractor shall include all of its subcontractors as insured's under Contractor's insurance or supply evidence of insurance to the State equal to the policies, coverage's and limits required of Contractor.
- I. The State will not be responsible for any premiums or assessments on the policy.

**2. Insurance Requirements**

- A. Commercial General Liability
  - 1) Contractor shall maintain general liability on an occurrence form with limits not less than **\$1,000,000** per occurrence and **\$2,000,000** aggregate for bodily injury and property damage liability. The policy shall include coverage for liabilities arising out

**EXHIBIT E**  
**Commercial Services - State**

of premises, operations, independent contractors, products, completed operations, personal and advertising injury, and liability assumed under an insured Agreement. This insurance shall apply separately to each insured against whom claim is made or suit is brought subject to the Contractor's limit of liability. The policy must include:

Caltrans, State of California, its officers, agents, employees and servants are included as additional insured but only with respect to work performed under this Agreement.

- 2) This endorsement must be supplied under form acceptable to the Department of General Services, Office of Risk and Insurance Management.

**B. Automobile Liability**

Contractor shall maintain motor vehicle liability with limits not less than **\$1,000,000** combined single limit per accident. Such insurance shall cover liability arising out of a motor vehicle including owned, hired and non-owned motor vehicles. The same additional insured designation and endorsement required for general liability is to be provided for this coverage.

**C. Workers' Compensation and Employer's Liability**

Contractor shall maintain statutory worker's compensation and employer's liability coverage for all its employees who will be engaged in the performance of the Agreement. Employer's liability limits of **\$1,000,000** are required. When work is performed on State owned or controlled property the workers' compensation policy shall contain a waiver of subrogation in favor of the State. The waiver of subrogation endorsement shall be provided to the Caltrans' Contract Manager.

**3. Licenses and Permits**

- A. The Contractor shall be licensed in accordance with the laws of the State of California and shall possess a **Sheltered Workshop** license.
- B. The Contractor shall be an individual or firm qualified to do business in California and shall obtain at his/hers/its expense all license(s) and permit(s) required by law for any work under this Agreement.
- C. If Contractor is a California or foreign corporation, Contractor must be registered and active/in good standing with the California Secretary of State.
- D. If the Contractor is any other business entity, Contractor must be registered and active/in good standing with the California Secretary of State, to the extent applicable.
- E. In the event any license(s) and/or permit(s) expire at any time during the term of this Agreement, Contractor agrees to provide Caltrans Contract Manager a copy of the renewed license(s) and/or permit(s) within thirty (30) days following the expiration date. In the event the Contractor fails to keep in effect at all times all required license(s) and permit(s), the State may, in addition to any other remedies it may have, terminate this Agreement upon occurrence of such event.

**EXHIBIT E**  
**Commercial Services - State**

**4. Interfacing With Pedestrian and Vehicular Traffic**

Pursuant to the authority contained in Section 591 of the Vehicle Code, Caltrans has determined that within such areas as are within the limits of the project and are open to public traffic, the Contractor shall comply with all of the requirements set forth in Divisions 11, 12, 13, 14 and 15 of the Vehicle Code. The Contractor shall take all necessary precautions for safe operations of the Contractor's equipment and the protection of the public from injury and damage from such property.

REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS

**BOARD MEETING DATE:** August 21, 2018

**CATEGORY:** Consent - Law and Justice-11.

**SUBJECT:**

Resolution Authorizing the District Attorney to Act as Agent to Apply for Cal OES Funding for Elder Abuse (XE) Program.

**DEPARTMENT:** District Attorney

**Supervisory District No. :** ALL

**DEPARTMENT CONTACT:** Stephanie Bridgett, District Attorney (530) 245-6210

**STAFF REPORT APPROVED BY:** Stephanie Bridgett, District Attorney

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

**RECOMMENDATION**

Adopt a resolution which approves and authorizes the Shasta County District Attorney to: (1) Serve as the grant agent for Shasta County for the purpose of the Elder Abuse (XE) Program (Program); (2) sign the Program grant award agreement in an amount not to exceed \$131,166 for the period January 1, 2019 through December 31, 2019; (3) execute and submit future Program-related documents including, but not limited to, applications, agreements, amendments, and payment requests, including retroactive, which may be necessary for the implementation of the Program through December 31, 2019; and (4) administer the grant Program.

**SUMMARY**

N/A

**DISCUSSION**

Approving the recommended actions will allow the Victim Assistance Program in the District Attorney's Office to create a comprehensive program which serves victims of elder and dependant adult abuse, increase participation in the multi-disiplinary team and provide ongoing advocacy to an underserved population in the County.

**ALTERNATIVES**

The Board could choose not to adopt the resolution.

**OTHER AGENCY INVOLVEMENT**

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

**FINANCING**



Revenues and appropriations for the proposed program were not included in the Victim Witness Assistance Fiscal Year (FY) 18/19 Adopted Budget. Budget modifications and a salary resolution to add one position with a sunset date of December 31, 2019 will be submitted to the Board for consideration upon the State awarding the grant to Shasta County. Revenues for FY 19/20 will be included in the proposed budget. The Victim Witness budget is in the General Fund.

ATTACHMENTS:

Description	Upload Date	Description
Resolution XE Elder Abuse	8/15/2018	Resolution XE Elder Abuse

**RESOLUTION NO. 2018-\_\_\_\_\_**

**A RESOLUTION OF THE BOARD OF SUPERVISORS  
OF THE COUNTY OF SHASTA  
AUTHORIZING THE SHASTA COUNTY DISTRICT ATTORNEY TO SERVE AS THE  
SHASTA COUNTY AGENT FOR THE ELDER ABUSE (XE) PROGRAM**

**WHEREAS**, the Shasta County Board of Supervisors has designated the Shasta County District Attorney's Crime Victims Assistance Center as the provider of victim services to crime victims; and,

**WHEREAS**, the California Governor's Office of Emergency Services (Cal OES) makes funds available throughout the State for the purposes of providing the mandatory and optional services as required by Penal Code 13835-13835.10; and,

**WHEREAS**, the District Attorney's office is requesting a Cal OES grant of Federal Victims of Crime Act (VOCA) funding to create an Elder Abuse Program in the amount of \$131,166 over two fiscal years (\$65,583 per fiscal year); and,

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Supervisors of the County of Shasta hereby approves and authorizes the Shasta County District Attorney to: (1) Serve as the grant agent for Shasta County for the purpose of the Elder Abuse (XE) Program (Program); (2) sign the Program grant award agreement in an amount not to exceed \$131,166 for the period January 1, 2019 through December 31, 2019; (3) execute and submit future Program-related documents including, but not limited to, applications, agreements, amendments, and payment requests, including retroactive, which may be necessary for the implementation of the Program through December 31, 2019; and (4) administer the grant Program.

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

AYES:  
NOES:  
ABSENT:  
ABSTAIN:  
RECUSE:

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

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

\_\_\_\_\_  
Deputy

**REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS**

**BOARD MEETING DATE:** August 21, 2018

**CATEGORY:** Consent - Public Works-12.

**SUBJECT:**

CSA 17-Cottonwood Sewer Improvements – Engineering Services

**DEPARTMENT:** Public Works

County Service Area No. 17-Cottonwood

**Supervisory District No. :** 5

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

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

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

**RECOMMENDATION**

On behalf of County Service Area (CSA) No. 17-Cottonwood Sewer, approve and authorize the Chairman to sign an agreement with PACE Engineering, Inc. in an amount not to exceed \$1,251,780 (the Public Works Director may amend the agreement up to 5% of the original total amount for an additional \$63,000) to provide engineering and construction management services for the “CSA 17-Cottonwood Wastewater Treatment Plant Improvement Project,” Contract No. 610498, for the period date of signing through March 30, 2023, or when a Notice of Completion is filed for the project with County’s acceptance of Operational Manuals, whichever comes first.

**SUMMARY**

Engineering services are proposed for wastewater treatment plant improvements in CSA No 17-Cottonwood.

**DISCUSSION**

County Service Area (CSA) No. 17 provides sewer service in Cottonwood. The treatment plant discharges to Cottonwood Creek. Treatment improvements are proposed. In 2015, the State Revolving Fund provided a \$434,000 planning grant. In April 2018, the Board adopted a Mitigated Negative Declaration and the State Water Resources Control Board awarded a \$5,897,000 grant/loan package. A Request for Proposals (RFP) was circulated for design and construction management services. PACE Engineering, Inc. was the only responsive firm to submit a proposal. Staff negotiated the proposed agreement and recommends Board approval.

**ALTERNATIVES**

The Board may decline to award the agreement at this time. Specialized engineering services will be required.

**OTHER AGENCY INVOLVEMENT**

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

recommendation has been reviewed by the County Administrative Office.

**FINANCING**

The State has provided a 75% grant and 25% loan not to exceed \$5,897,000. In 2015, a rate increase was implemented to repay the loan. Adequate funds are included in the Adopted FY 2018/19 budget for CSA No. 17. There is no General Fund impact.

**ATTACHMENTS:**

Description	Upload Date	Description
PACE Engineering Agreement	8/13/2018	PACE Engineering Agreement

No Withholding

**PERSONAL SERVICES AGREEMENT  
BETWEEN THE COUNTY OF SHASTA AND  
PACE ENGINEERING, INC.**

This agreement is entered into between the County of Shasta, through its Department of Public Works, a political subdivision of the State of California ("County") and PACE Engineering, Inc. ("Consultant") for the purpose of providing engineering and construction administrative services to support the Department of Public Works with the completion of the CSA 17-Cottonwood Wastewater Treatment Plant Improvement Project (collectively, the "Parties" and individually a "Party").

**Section 1.     RESPONSIBILITIES OF CONSULTANT.**

- A. Pursuant to the terms and conditions of this agreement, Consultant shall provide to the County professional engineering and construction administrative services for the CSA 17-Cottonwood Wastewater Treatment Plant Improvement Project in accordance with the Consultant proposed Scope of Work dated July 11, 2018, attached as Attachment A. The approved Consultant Engineering Fee and Schedule is attached hereto as Exhibit A, approved Consultant Standard Charges for Professional Services is attached hereto as Exhibit B and incorporated by reference.
- B. As required by Government Code section 7550, each document or report prepared by Consultant for or under the direction of County pursuant to this agreement shall contain the numbers and dollar amount of the agreement and all subcontracts under the agreement relating to the preparation of the document or written report. If multiple documents or written reports are the subject of the agreement or subcontracts, the disclosure section may also contain a statement indicating that the total agreement amount represents compensation for multiple documents or written reports. Consultant shall label the bottom of the last page of the document or report as follows: department name, agreement number, and dollar amount. If more than one document or report is produced under this agreement, Consultant shall add: "This [document or report] is one of [number] produced under this agreement."

**Section 2.     RESPONSIBILITIES OF COUNTY.**

Pursuant to the terms and conditions of this agreement, County shall 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 \$1,251,780.00 for the services described in this agreement.
- 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 the Department of Public Works a monthly invoice for the 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.**

This agreement shall commence as of the last date it has been signed by both Parties and shall end at Notice of Completion of construction with acceptance of Operational Manuals or March 30, 2023, whichever comes first.

**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 Shasta County Board of Supervisors, the Shasta County Executive Officer or his or her designee or the County's Public Works Director.
- E. Should this agreement be terminated, Consultant shall promptly provide to County any and all finished and unfinished reports, data, studies, photographs, charts, and other documents prepared by Consultant pursuant to this agreement.
- F. If this agreement is terminated, Consultant shall only be paid for services satisfactorily completed and provided prior to the effective date of termination.

**Section 7. 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 Public Works Director, provided that the amendment is in substantially the same format as the County's standard format amendment contained in the Shasta County Contracts Manual (Administrative Policy 6-101).
- C. The headings that appear in this agreement are for reference purposes only and shall not affect the meaning or construction of this agreement.
- D. If any ambiguity, inconsistency, or conflict exists or arises between the provisions of this agreement and the provisions of any of this agreement's exhibits or appendices, the provisions of this agreement shall govern.
- E. During the term of this agreement, the Director may approve in writing and advance amendments to this agreement, provided a single amendment does not exceed \$63,000.00 (5% of the original total amount), and the total amount of the agreement does not exceed \$1,315,000.00.

**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.**

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



2782.8, as it may be amended from time to time. The provisions of this paragraph are intended to be interpreted as broadly as permitted by applicable law.

**Section 11. INSURANCE COVERAGE.**

- A. Without limiting Consultant's duties of defense and indemnification, Consultant and any subcontractor shall obtain, from an insurance carrier authorized to transact business in the State of California, and maintain continuously during the term of this agreement Commercial General Liability Insurance, including coverage for owned and non-owned automobiles, and other coverage necessary to protect County and the public with limits of liability of not less than \$1 million per occurrence; such insurance shall be primary as to any other insurance maintained by County.
- B. Consultant and any subcontractor shall obtain and maintain continuously required Workers' Compensation and Employer's Liability Insurance to cover Consultant, subcontractor, Consultant's partner(s), subcontractor's partner(s), Consultant's employees, and subcontractor's(s') employees with an insurance carrier authorized to transact business in the State of California covering the full liability for compensation for injury to those employed by Consultant or subcontractor. Each such policy shall be endorsed to state that the Workers' Compensation carrier waives its right of subrogation against County, its elected officials, officers, employees, agents, and volunteers which might arise in connection with this agreement. Consultant hereby certifies that Consultant is aware of the provisions of section 3700 of the Labor Code, which requires every employer to insure against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of the Labor Code, and Consultant shall comply with such provisions before commencing the performance of the work or the provision of services pursuant to this agreement.
- C. Consultant shall obtain and maintain continuously a policy of Errors and Omissions coverage with limits of liability of not less than \$1 million per occurrence.
- D. Consultant shall require subcontractors to furnish satisfactory proof to County that liability and workers' compensation and other required types of insurance have been obtained and are maintained similar to that required of Consultant pursuant to this agreement.
- E. With regard to all insurance coverage required by this agreement:
  - (1) Any deductible or self-insured retention exceeding \$25,000 for Consultant or subcontractor shall be disclosed to and be subject to approval by the County Risk Manager prior to the effective date of this agreement.
  - (2) If any insurance coverage required hereunder is provided on a "claims made" rather than "occurrence" form, Consultant or subcontractor shall maintain such insurance coverage with an effective date earlier or equal to the effective date of this agreement and continue coverage for a period of

three years after the expiration of this agreement and any extensions thereof. In lieu of maintaining post-agreement expiration coverage as specified above, Consultant or subcontractor may satisfy this provision by purchasing tail coverage for the claims-made policy. Such tail coverage shall, at a minimum, provide the insurance coverage required hereunder for claims received and reported three years after the expiration date of this agreement.

- (3) All insurance (except workers' compensation and professional liability) shall include an endorsement or an amendment to the policy of insurance which names *County, its elected officials, officers, employees, agents, and volunteers as additional insureds*. In the event that coverage is reduced or canceled a notice of said reduction or cancellation shall be provided to County within 24 hours. Any available insurance proceeds in excess of the specified minimum limits and coverage pursuant to the terms of this agreement shall be applicable to the Additional Insured. The additional insureds coverage shall be equal to Insurance Service Office endorsement CG 20 10 for on-going operations, and CG 20 37 for completed operations.
- (4) Each insurance policy (except for workers' compensation and professional liability policies), or an endorsement thereto, shall contain a "separation of insureds" clause which shall read:

"Separation of Insureds.

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

- a. As if each Named Insured were the only Named Insured; and
  - b. Separately to each suit insured against whom a claim is made or suit is brought."
- (5) Consultant shall provide County with an endorsement or amendment to Consultant's policy of insurance as evidence of insurance protection before the effective date of this agreement.
  - (6) The insurance coverage required herein shall be in effect at all times during the term of this agreement. In the event any insurance coverage expires at any time during the term of this agreement, Consultant shall provide County, at least 20 days prior to said expiration date, a new endorsement or policy amendment evidencing insurance coverage as provided for herein for not less than the remainder of the term of this agreement or for a period of not less than one year. In the event Consultant fails to keep in effect at all times insurance coverage as herein provided and a renewal endorsement or policy amendment is not provided

within 10 days of the expiration of the endorsement or policy amendment in effect at inception of this agreement, County may, in addition to any other remedies it may have, terminate this agreement upon the occurrence of such event.

- (7) If the endorsement or amendment does not reflect the limits of liability provided by the policy of insurance, Consultant shall provide County a certificate of insurance reflecting those limits.
- (8) Any of Consultant's Excess Insurance shall contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of County.

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

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

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

- A. Consultant shall observe and comply with all applicable present and future federal laws, state laws, local laws, codes, rules, regulations, and/or orders that relate to the work or services to be provided pursuant to this agreement.
- B. Consultant 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. Section 205 of Rehabilitation Act of 1973, which prohibits discrimination against persons with disabilities.
- D. The Age Discrimination Act of 1975, which prohibits age discrimination.
- E. Section 13 of the Federal Water Pollution Control Act Amendments of 1972, which prohibits discrimination on the basis of sex.

- F. 40 CFR Part 7, as it relates to the foregoing.
- G. 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.
- H. 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.
- I. 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: Shasta County Department of Public Works  
1855 Placer Street  
Redding, CA 96001  
530-225-5661; Fax 530-225-5667

If to Consultant: PACE Engineering, Inc.  
1730 South Street  
Redding, CA 96001  
530-244-0202

- 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.]

***SIGNATURE PAGE FOLLOWS***

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

**COUNTY OF SHASTA**

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

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

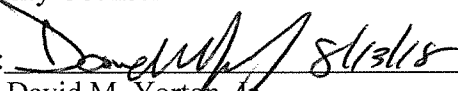
ATTEST:

LAWRENCE G. LEES  
Clerk of the Board of Supervisors

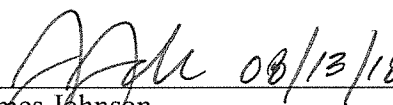
By: \_\_\_\_\_  
Deputy

Approved as to form:

RUBIN E. CRUSE, JR  
County Counsel

By:  8/13/18  
David M. Yorton, Jr.  
Senior Deputy County Counsel

RISK MANAGEMENT APPROVAL

By:  08/13/18  
James Johnson  
Risk Management Analyst III

**CONSULTANT**

*PACE Engineering, Inc.*

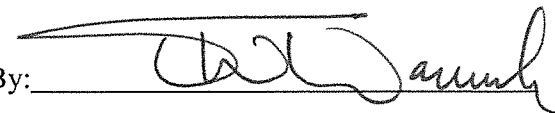
By: 

Print Name: Paul J. Reuter  
056876

Title: President

Date: 8-13-18

Tax I.D.#: 94-2436391

By: 

Print Name: Thomas W. Warnock

Title: Principal Engineer/Vice President

Date: 8-13-18

C45008



**ATTACHMENT A**

Consultant Scope of Work

**SCOPE OF WORK**

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**SCOPE OF WORK**

**Phase 1 – Final WWTP Planning and Design**

PACE will attend an initial project coordination meeting with County staff to fine-tune the design elements and walk through proposed locations on-site at the CSA 17 WWTP. At key stages during the design, including but not limited to completion of 50% and 90% plans, specifications, and cost estimates, PACE will coordinate with County administration and operations staff to ensure all parties are in accordance with the design, costs, and expected operational outcomes. Comments will be incorporated and changes made as necessary. PACE will also coordinate with the Clean Water State Revolving Fund (CWSRF) and the Central Valley Regional Water Quality Control Boards (CVRWQCB) upon completion of 90% plans and specifications and incorporate all comments received from the funding and regulatory agencies into final construction documents suitable for public bidding.

PACE will complete topographic and construction surveying of the CSA 17 WWTP site and will subcontract the geotechnical work required for design of the biological selector and TBF to KC Engineering, whose information and qualifications for the work are included in the "Responsible Personnel" Section hereinafter. The fee for geotechnical services is included in the separate sealed envelope enclosed with this proposal.

Although not specifically mentioned in the RFP's Scope of Work, it is assumed the County will handle any land and/or easement acquisitions needed. Any associated costs required for this work have not been included in the attached fee proposal.

PACE will provide front-end specifications in the format of Engineers Joint Contract Documents Committee (EJCDC), which are in accordance with CWSRF requirements. These specifications will include bid forms, standards provisions, etc., as modified to meet County standards and CWSRF requirements. Such modifications are expected to include but will not be limited to: County indemnity and insurance requirements, CWSRF prevailing wage rate compliance, Disadvantaged Business Enterprises Good Faith Efforts, and American Iron and Steel Provisions and De Minimis Waivers. In addition to standard construction best management practices, PACE will also incorporate mitigation measures identified in the Initial Study Mitigated Negative Declaration (IS/MND) into the final construction documents.

PACE will provide technical specifications in the industry-standard Construction Specifications Institute (CSI) format. Where preferred by the County, and to the extent possible and practicable, specified equipment will match that which is existing and familiar to County staff for ease of future operations and maintenance (O&M).

Assuming a start of work date of September 2018, final plans, specifications, and Engineer's estimate will be completed with CWSRF, CVRWQCB, and County comments incorporated and ready for public bidding by June 2019.

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## **SCOPE OF WORK**

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### **Phase 2 – Construction Contract Administration**

#### **Phase 2a – Services During Bidding**

The construction bid package will meet all requirements of the County, funding, and regulatory agencies. PACE will assist the County in obtaining all permits necessary for completion of the project.

PACE will assist the County with bidding and award of the project. This will include conducting a pre-bid job walk, responding to bidder technical questions, and issuing addenda as needed. PACE will assist the County in examining bids ensuring bids meet project qualifications and Disadvantaged Business Enterprises Good Faith Efforts. PACE will assist in determining the lowest, responsive, responsible bidder to recommend to CWSRF and the Board of Supervisors for award of the construction contract.

Assuming the County approves advertising for bids by July 2019 and awards a construction contract by November 2019, construction would begin by January 2020 and be completed by January 2021. This schedule would meet the CWSRF final disbursement request date of March 30, 2021, included in CWSRF Construction Funding Agreement No. D17-01043; however, it is extremely tight. CWSRF allows for an extension of the final disbursement request date as long as an amendment request is received at least 90 days prior to that date. Depending on contracting and construction scheduling, a request for extension may be needed.

#### **Phase 2b – Services During Construction**

PACE will oversee construction management and construction observation of the project. This will include but not be limited to the following: review of material submittals to ensure they meet project specifications and CWSRF American Iron and Steel Requirements; conduct a preconstruction meeting; complete on-site construction observation and materials testing; monitor environmental mitigation measures associated with construction practices; complete field reports; prepare pay estimates; provide change order oversight; prepare record drawings; and complete a final report of construction completion acceptable to CWSRF.

It is noted that Mitigation Measures 4.4.7, 4.5.1, 4.5.2, and 4.5.3 identified in the IS/MND are in reference to biological and/or cultural resources and must be completed by a qualified biologist and/or archaeologist. Given that the County has an ongoing agreement with ENPLAN to complete environmental work, and ENPLAN completed the IS/MND for the project, it is recommended the County contract directly with ENPLAN for completing the mitigation measures specifically named above on an as-needed basis. As such, costs for this work are not included in the enclosed fee proposal.

PACE will provide mitigation monitoring for the remaining mitigation measures not specifically named above. PACE will also coordinate with the Wintu Nation of California, the contractor, the County, and the archaeological consultant to ensure the requirements of Exhibit D of the Construction Funding Agreement for the subject project are met.

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**SCOPE OF WORK**

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Although not mentioned in the RFP's Scope of Work, CWSRF requires a labor compliance program be adopted and enforced in accordance with California Labor Compliance Code. While it is ultimately the responsibility of the project Owner to verify the Code is being followed, PACE often completes the prevailing wage monitoring portion of projects for the Owner. Costs for this effort have been included in the enclosed fee proposal.

CWSRF funding administration during construction was also not mentioned in the RFP's Scope of Work but will be required as part of this project. Per Article II, Section 2.15 of the CWSRF Construction Funding Agreement, "...status reports are required no less frequently than quarterly.... A status report must accompany any disbursement request and is a condition precedent to any disbursement." Costs included in the enclosed fee proposal account for PACE completing status reports and submitting them to the County. It is anticipated this will be on a quarterly basis until construction begins, at which time it will be on a monthly basis concurrent with contractor pay estimates. Costs anticipate the County will submit all disbursement requests to CWSRF.

PACE can provide in-house programming for the supervisory control and data acquisition (SCADA) system. This is typically completed during construction by a programming subcontractor under the prime contractor. However, in PACE's experience, coordination and troubleshooting during operational testing and functional acceptance testing between the prime contractor, subcontractor, and electrical engineer can be a very time consuming and difficult process at the end of a construction project. When PACE completes SCADA programming in-house, we are able to work directly with the prime contractor and Owner to more efficiently resolve operational problems that inevitably arise during this stage of construction. PACE has found this process to be much more seamless, and ultimately results in a better product for the Owner. As such, PACE has included costs in the enclosed fee proposal to provide SCADA programming services on the CSA 17 WWTP Improvement Project.

**Phase 2c – Resident Project Representative**

In PACE's experience, full-time construction observation is needed during significant WWTP projects such as this one. As such, the enclosed fee proposal includes costs for one full-time resident project representative to provide construction observation for the duration of the project, from start of construction through final acceptance testing.

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**SCOPE OF WORK**

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**Phase 3 – Post-Construction Engineering Services**

**Phase 3a – WWTP Startup Services**

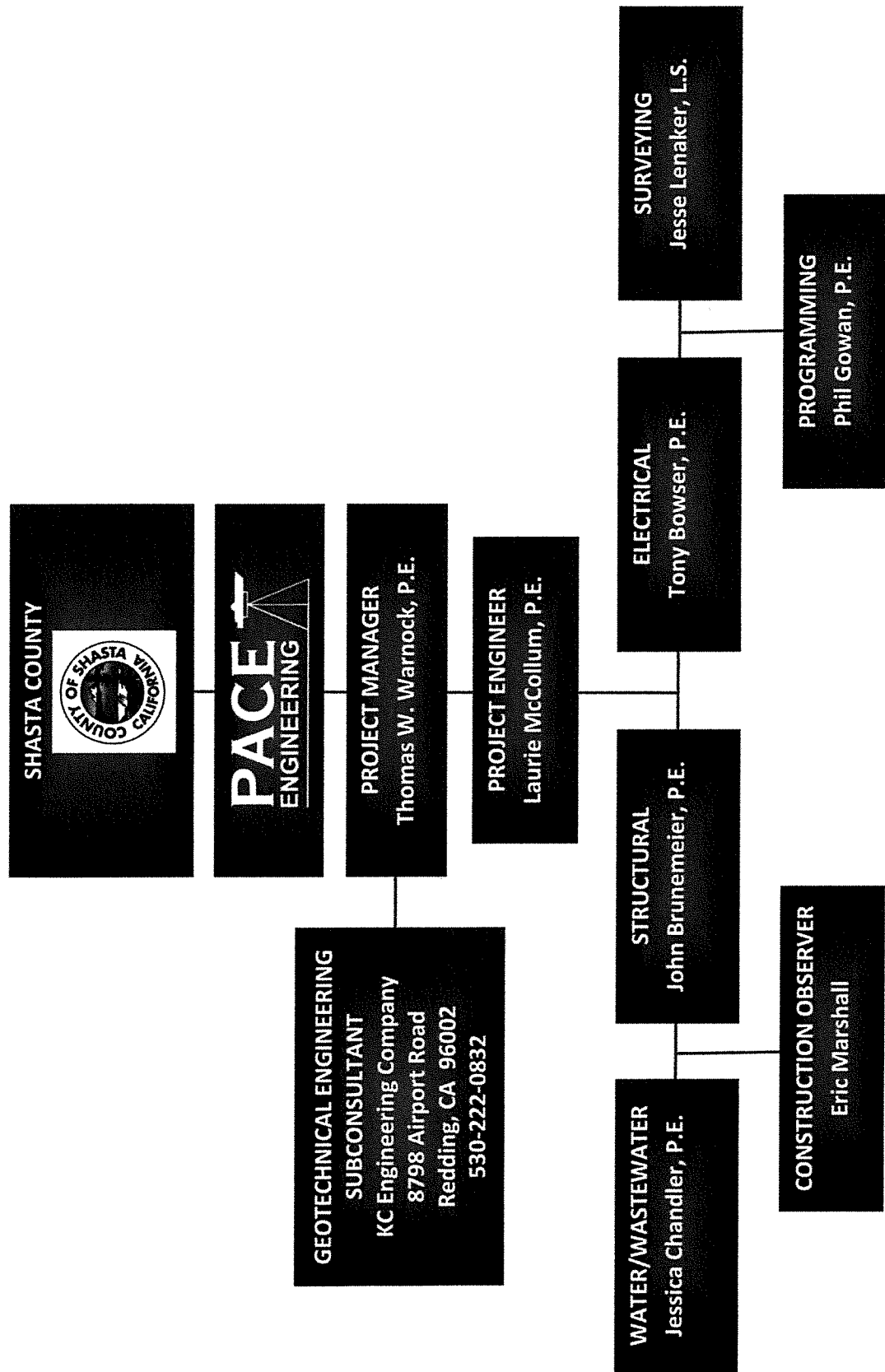
Although not mentioned in the RFP's Scope of Work, as indicated in the CWSRF Project Report, there is funding set aside for assistance with WWTP startup services. PACE recommends the County contract with PACE to provide support and assistance throughout the WWTP startup process. In PACE's experience, it is invaluable to operations staff for the engineers and operators familiar with the improvements to take part in this startup learning process. There are inevitably questions from operations staff that arise and problems that must be worked through when new processes and controls first get placed into operation and for a short time thereafter. As such, the enclosed fee proposal includes costs for PACE to provide WWTP startup services for the first few months of operation.

**Phases 3b, 3c, and 3d – WWTP Report of Waste Discharge (ROWD), O&M Manual, and Standard Operating Procedures (SOP)**

Also not mentioned in the RFP's Scope of Work, it is recommended the County consider the existing Waste Discharge Requirements (WDRs) Order No. R5-2016-0066, which is set to expire September 30, 2021. As such, a ROWD will be due by April 3, 2021, just after construction is scheduled to be complete. Per the CWSRF Project Report, there is CWSRF funding set aside for completion of the ROWD and WDR renewal. There is also funding available for an updated CSA 17 WWTP O&M Manual and updated SOPs. It is recommended these documents be completed detailing the updated WWTP processes as part of the CWSRF-funded project. As such, costs have been included in the enclosed fee proposal for PACE to complete a ROWD, O&M Manual, and SOPs for the resulting upgraded WWTP.

RESPONSIBLE PERSONNEL

FIGURE 1



Complete engineering services with attention to individual client needs



**EXHIBIT A**

Consultant Engineering Fee and Schedule

**EXHIBIT A**  
**SHASTA COUNTY DEPARTMENT OF PUBLIC WORKS**  
**WASTEWATER TREATMENT PLANT IMPROVEMENTS FOR CSA 17 COTTONWOOD**  
**ENGINEERING FEE ESTIMATE AND SCHEDULE**  
**UPDATED JULY 20, 2018**

WORK TASK	T. Wierick Project Mgr	L. McCollum Project Engr	J. Bruneau Structural Engr	T. Bousier Electrical Engr	J. Chandler Staff Engr	Workdays	Survey (Prev Wage)	Construction (Prev Wage)	P. Cowan Programming	Office Staff	Category Subtotal	Cost <sup>1</sup>	2018	2019	2020	2021
Phase 1 - Final WWTP Planning and Design	52	68	28	28	77	77	3	0	4	5	\$ 364,384					
Phase 2a - Services During Bidding	3.5	9	0.5	0.5	0	0	0	0	0	1.5	\$ 20,496					
Phase 2b - Services During Construction	51	95	6.5	9.5	66	66	3	0	40	13.5	\$ 374,858					
Phase 2c - Resident Project Representative	4	12	2	2	0	0	0	239	0	0	\$ 361,868					
Phase 3a - WWTP Startup Services	4	6	0	0	0	0	0	0	4	0	\$ 19,296					
Phase 3b - WWTP ROWD	4	8	0	0	17	17	0	0	0	3	\$ 38,600					
Phase 3c - WWTP O&M Manual	3.5	8	0	2.0	14	14	0	0	2	2	\$ 39,004					
Phase 3d - WWTP SOPs	3.5	4	0	0	7	7	0	0	0	2	\$ 20,164					
TOTAL PERSON-DAYS	125.5	210	37	42	181	6	239	50	27		\$ 1,238,670					
LABOR COST PER DAY	\$ 1,544	\$ 1,424	\$ 1,544	\$ 1,424	\$ 1,144	\$ 2,952	\$ 1,392	\$ 1,144	\$ 1,144	\$ 528						
LABOR COST PER CLASSIFICATION	\$ 193,772	\$ 299,040	\$ 57,128	\$ 59,608	\$ 207,054	\$ 17,712	\$ 332,688	\$ 57,200	\$ 14,256							

GEOTECHNICAL SERVICES BY KC ENGINEERING COMPANY<sup>2</sup>

10% Subconsultant Markup

Total Geotechnical Services

TOTAL ENGINEERING SERVICES COST ESTIMATE

\$ 11,915
\$ 1,192
\$ 13,110
<b>\$ 1,251,780</b>

Notes: 1. Refer to Exhibits B and B-1 for PACES Standard Charges for Professional Services and Standard Charges for Prevailing Wage Professional Services, respectively.

2. Refer to Exhibit C for Geotechnical Scope & Cost Estimate.



**EXHIBIT B**

Consultant Standard Charges for Professional Services



## Exhibit B

**STANDARD CHARGES FOR PROFESSIONAL SERVICES**

Effective through December 31, 2018

LABOR CLASSIFICATION		HOURLY RATE
Senior Engineering Consultant	E8	\$205
Managing Engineer	E7	\$205
Principal Engineer	E6	\$193
Senior Engineer	E5	\$178
Associate Engineer	E4	\$159
Staff Engineer/Grade 3	E3	\$143
Staff Engineer/Grade 2	E2	\$134
Staff Engineer/Grade 1	E1	\$122
Engineering Technician 4	T4	\$134
Engineering Technician 3	T3	\$121
Engineering Technician 2	T2	\$109
Engineering Technician 1	T1	\$94
One-Man Survey Crew	SC1	\$226
Two-Man Survey Crew	SC2	\$288
Two-Man Survey Crew (O/T)	SC2x	\$341
Three-Man Survey Crew	SC3	\$355
Survey Supervisor	SS1	\$166
Licensed Land Surveyor	LS1	\$150
Admin. Clerk III	AD3	\$75
Admin. Clerk II	AD2	\$66
Admin. Clerk I	AD1	\$59

**EXPENSES**

Meals and Lodging:	At cost (out-of-town and overnight work only)
Vehicle Transportation:	Included in hourly rates, unless specifically indicated otherwise in Agreement. Hourly labor rates are applicable during travel to and from job site.
Express Mail/Federal Express:	At cost
Outside Services & Fees:	At cost plus 10% administrative fee
Computers, Plotters and Electronic	
Distance Measuring Instruments:	Included in hourly rate.

Rates for expert witness services will be as set forth in the Engineering Agreement.

Rates are established on an annual basis and are subject to change from year to year.

Refer to Exhibit B-1 for hourly rates on prevailing wage projects.



## Exhibit B-1

**STANDARD CHARGES FOR PREVAILING WAGE PROFESSIONAL SERVICES**

Effective through December 31, 2018

<b>LABOR CLASSIFICATION</b>	<b>HOURLY RATE</b>
Prevailing Wage Group 2 - Construction Observer	\$174
Prevailing Wage Group 2 - Construction Observer (O/T)	\$204
Prevailing Wage Group 2 - Construction Observer (Double-Time)	\$235
Prevailing Wage One-man Survey Crew	\$268
Prevailing Wage Two-man Survey Crew	\$369
Prevailing Wage Two-man Survey Crew (O/T)	\$436
Prevailing Wage Two-man Survey Crew (2x O/T)	\$502
Prevailing Wage Three-man Survey Crew	\$488
Prevailing Wage Three-man Survey Crew (O/T)	\$575

**EXPENSES**

Meals and Lodging:	At cost (out-of-town and overnight work only)
Vehicle Transportation:	Included in hourly rates, unless specifically indicated otherwise in Agreement. Hourly labor rates are applicable during travel to and from job site.
Express Mail/Federal Express:	At cost
Outside Services & Fees:	At cost plus 10% administrative fee
Computers, Plotters and Electronic	
Distance Measuring Instruments:	Included in hourly rate.

Rates for expert witness services will be as set forth in the Engineering Agreement.

Rates are established on an annual basis and are subject to change from year to year.

REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS

**BOARD MEETING DATE:** August 21, 2018

**CATEGORY:** Consent - Public Works-13.

**SUBJECT:**

Marksman Pest Control Services - Contract Amendment

**DEPARTMENT:** Public Works

**Supervisory District No. :** All

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

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

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

**RECOMMENDATION**

Approve and authorize the Chairman to sign an amendment to the agreement with Marksman Pest Control to provide pest control services to increase maximum compensation from \$50,000 to \$85,000 to provide additional services and retain the term September 19, 2016, with two automatic one-year renewals.

**SUMMARY**

Contract authority is recommended to accommodate additional services while retaining the existing rates and term of the existing contract.

**DISCUSSION**

On September 19, 2016, the County Executive Officer (CEO) signed an agreement with Marksman to provide pest control services within County facilities. The original agreement had a three year term with compensation not to exceed \$50,000. Marksman was selected through the County's competitive procurement processes. Marksman has provided satisfactory services. Building square footage and requested services have expanded to expend the maximum contract amount prior to the three year term of the agreement.

**ALTERNATIVES**

The Board may decline to approve the amendment. Pest control services are required to maintain County facilities.

**OTHER AGENCY INVOLVEMENT**

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

**FINANCING**

Appropriations and revenue for these services were included in the Adopted 2018-19 budgets for the various departments receiving these services. There is no additional General Fund impact.

ATTACHMENTS:

Description	Upload Date	Description
Marksman First Amendment	8/16/2018	Marksman First Amendment

**FIRST AMENDMENT TO THE  
PERSONAL SERVICES AGREEMENT  
BETWEEN THE  
COUNTY OF SHASTA  
AND  
MARK STEINMETZ dba MARKSMAN PEST CONTROL**

This First Amendment is entered into between the County of Shasta, a political subdivision of the State of California through the Facilities Management Division of Public Works ("County") and Mark Steinmetz dba Marksman Pest Control ("Consultant") for the purpose of pest control services.

**R E C I T A L S**

WHEREAS, County and Consultant have previously entered into an Agreement on September 19, 2016 for pest control services (Agreement) and

WHEREAS, County and Consultant desire to amend the Agreement to increase the amount compensation payable to Consultant by \$35,000.00 for a new maximum compensation of \$85,000.00 over the entire term of the agreement;

NOW, THEREFORE, the Agreement is amended as follows:

Section 3. COMPENSATION of the Agreement is amended as of the effective date of the Agreement to read as follows:

**Section 3.     COMPENSATION.**

D.In no event shall the maximum amount payable to Consultant pursuant to this agreement exceed \$85,000.00

**REAFFIRMATION**

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

**ENTIRE AGREEMENT**

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

**EFFECTIVE DATE**

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

***SIGNATURE PAGE FOLLOWS***

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

**COUNTY OF SHASTA**

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

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

ATTEST:

LAWRENCE G. LEES  
Clerk of the Board of Supervisors

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

APPROVED AS TO FORM:

RUBIN E. CRUSE, JR.  
County Counsel

RISK MANAGEMENT APPROVAL

By: David M. Yorton Jr. 8/16/18  
David M. Yorton, Jr.  
Senior Deputy County Counsel

By: Jim Johnson 08/16/18  
Jim Johnson  
Risk Management Analyst III

**CONSULTANT**

By: Mal Steinmetz

Print Name: Mark Steinmetz

Title: Owner

Date: 8-16-18

**REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS**

**BOARD MEETING DATE:** August 21, 2018

**CATEGORY:** Consent - Public Works-14.

**SUBJECT:**

HHSA Access Control System Project – Notice of Completion

**DEPARTMENT:** Public Works

**Supervisory District No. :** All

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

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

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

**RECOMMENDATION**

Approve and authorize the Public Works Director to sign a Notice of Completion for the “HHSA Access Control System Project,” Contract No. 610487, and record it within 15 days of actual completion of the work.

**SUMMARY**

The HHSA Access System Control Project is substantially complete.

**DISCUSSION**

On March 27, 2018, the Board awarded the contract for the HHSA Access System Control System Project to World Telecom & Surveillance, Inc. Health and Human Services Agency (HHSA) standardized and expanded their card lock system at 12 branch locations. The project completion date is estimated to be August 17, 2018.

**ALTERNATIVES**

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

**OTHER AGENCY INVOLVEMENT**

The recommendation has been reviewed by the County Administrative Office.

**FINANCING**

The total cost of the project is estimated to be \$260,000. Adequate funds have been included in the various Adopted FY 2018/19 HHSA budget units. There is no additional General Fund impact.



**REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS**

**BOARD MEETING DATE:** August 21, 2018

**CATEGORY:** Consent - Public Works-15.

**SUBJECT:**

Various Permanent Road Divisions (2018) – Reject All Bids

**DEPARTMENT:** Public Works

**Supervisory District No. :** All

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

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

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

**RECOMMENDATION**

Approve and authorize the Board to reject all bids for construction on the “Various Permanent Road Divisions (2018),” Contract No. 111018.

**SUMMARY**

PRD contract bids exceed available funding. It is recommended that the work be delayed until next year.

**DISCUSSION**

Permanent Road Divisions (PRDs) maintain private roads through annual parcel charges. Slurry seals and other minor treatments were proposed this year. On July 17, 2018, the Board approved the specifications and authorized the Public Works Director to advertise for bids. On August 9, 2018, one bid was received and opened. VSS International, Inc. submitted a bid of \$349,020 which was nearly double the Engineer’s Estimate of \$186,915. Current fires and prospective rebuilding efforts may be impacting contractor availability. The PRDs lack fund balance to proceed and the work can wait. It is recommended that the Board reject all bids.

**ALTERNATIVES**

The Board may award the project. The PRD budgets lack adequate fund balance to complete the work.

**OTHER AGENCY INVOLVEMENT**

The County Administrative Office has reviewed this recommendation.

**FINANCING**

The total cost of the project would be approximately \$400,000. Most of the PRDs lack funds to proceed. Fund balances

accumulate in their respective PRD budget units. There is no General Fund impact.

ATTACHMENTS:

Description	Upload Date	Description
Bid Summary Detail	8/9/2018	Bid Summary Detail

STATE OF CALIFORNIA  
COUNTY OF SHASTA  
DEPARTMENT OF PUBLIC WORKS

PROJECT: VARIOUS PERMANENT ROAD DIVISIONS (2018)  
CONTRACT NO. : 111018

### BID SUMMARY DETAIL

BID OPENING DATE: August 9, 2018

FEDERAL NO.

PREPARED BY: Charleen Beard

DATE: 8/9/18

CHECKED BY: E. Khakem DATE: 08/04/18

ENGINEER'S ESTM.

SHASTA COUNTY  
PUBLIC WORKS DEPT.

## LOW BIDDER

**VSS INTERNATIONAL, INC.**

**2nd BIDDER**

NO	CODE	ITEM DESCRIPTION	UNITS	BID QUANTITY	UNIT PRICE	TOTAL
1		PRD NO. 1 CHINA GULCH				
	1	POLYMER MODIFIED SLURRY SEAL	TON	48	\$ 315.00	\$ 15,120.00
<del>2</del>		<del>PRD NO. 2 FOXWOOD ESTATES</del>				
	<del>2</del>	<del>POLYMER MODIFIED SLURRY SEAL</del>	<del>TON</del>	<del>0</del>	<del>\$ 315.00</del>	
	<del>3</del>	<del>THERMOPLASTIC MARKING</del>	<del>SF</del>	<del>0</del>	<del>\$ 30.00</del>	
3		PRD NO. 3 MANOR CREST				
	4	POLYMER MODIFIED SLURRY SEAL	TON	70	\$ 315.00	\$ 22,050.00
4		PRD NO. 4 NORTH CHAPARRAL				
	5	POLYMER MODIFIED SLURRY SEAL	TON	70	\$ 315.00	\$ 22,050.00
<del>5</del>		<del>PRD NO 5. OLD STAGECOACH WAY</del>				
	<del>6</del>	<del>POLYMER MODIFIED SLURRY SEAL</del>	<del>TON</del>	<del>0</del>	<del>\$ 315.00</del>	
6		PRD NO 6. PALO CEDRO OAKS				
	7	POLYMER MODIFIED SLURRY SEAL	TON	159	\$ 315.00	\$ 50,085.00
	8	THERMOPLASTIC TRAFFIC STRIPE	LF	30	\$ 20.00	\$ 600.00
	9	THERMOPLASTIC MARKING	SF	54	\$ 30.00	\$ 1,620.00
<del>7</del>		<del>PRD NO. 7 SANTA BARBARA ESTATES</del>				
	<del>10</del>	<del>POLYMER MODIFIED SLURRY SEAL</del>	<del>TON</del>	<del>0</del>	<del>\$ 315.00</del>	
8		PRD NO. 8 SILVER SADDLE ESTATES				
	11	POLYMER MODIFIED SLURRY SEAL	TON	51	\$ 315.00	\$ 16,065.00
	12	THERMOPLASTIC MARKING	SF	24	\$ 30.00	\$ 720.00
9		PRD NO. 9 STILLWATER RANCHES				
	13	POLYMER MODIFIED SLURRY SEAL	TON	48	\$ 315.00	\$ 15,120.00
	14	THERMOPLASTIC MARKING	SF	60	\$ 30.00	\$ 1,800.00
10		PRD NO. 10 VILLAGE GREEN				
	15	POLYMER MODIFIED SLURRY SEAL	TON	35	\$ 315.00	\$ 11,025.00
11		PRD NO. 11 WISTERIA ESTATES				
	16	POLYMER MODIFIED SLURRY SEAL	TON	86	\$ 315.00	\$ 27,090.00
	17	THERMOPLASTIC TRAFFIC STRIPE	LF	30	\$ 20.00	\$ 600.00
	18	THERMOPLASTIC MARKING	SF	99	\$ 30.00	\$ 2,970.00
TOTALS						\$ 186,915.00

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

Items in red were Removed with Addendum 1

UNIT PRICE	TOTAL
\$ 592.00	\$ 28,416.00
\$ 592.00	\$ 41,440.00
\$ 592.00	\$ 41,440.00
\$ 592.00	\$ 94,128.00
\$ 33.00	\$ 990.00
\$ 48.00	\$ 2,592.00
\$ 592.00	\$ 30,192.00
\$ 48.00	\$ 1,152.00
\$ 592.00	\$ 28,416.00
\$ 48.00	\$ 2,880.00
\$ 592.00	\$ 20,720.00
\$ 592.00	\$ 50,912.00
\$ 33.00	\$ 990.00
\$ 48.00	\$ 4,752.00
	\$ 349,020.00

86.7%

[illegible]

-100.0%

REPORT TO SHASTA COUNTY IN - HOME SUPPORTIVE SERVICES - PUBLIC AUTHORITY

**BOARD MEETING DATE:** August 21, 2018

**CATEGORY:** Public Authority Governing Board Item - Consent-1.

**SUBJECT:**

Agreement with Excellesoft Partners, LLC to provide Nexus Software

**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 agreement with Excellesoft Partners, LLC in an amount not to exceed \$30,240 (with annual advance payments) to provide an In-Home Supportive Services Public Authority registry and adult services database for the period July 1, 2018 through June 30, 2021.

**SUMMARY**

Approval of this agreement will allow Excellesoft Partners, LLC (Excellesoft) to provide Nexus Software (Software) services and technical support to Shasta County’s In-Home Supportive Services Public Authority (IHSS PA).

**DISCUSSION**

Assembly Bill (AB) 1682, Chapter 90, Statutes of 1999, requires the establishment and maintenance of an IHSS PA provider registry. The Software is a secure, web and cloud-based program that meets the requirements of AB 1682.

Provision of the Software and related services have been provided through CareAccess Silicon Valley (CareAccess) since September 2017. Excellesoft, the developer of the Software, has acted as a third-party support to CareAccess during this time.

IHSS PA was notified on March 30, 2018, that CareAccess will no longer be continuing as a software support organization. Since CareAccess is no longer able to continue as the software support organization, Excellesoft has stepped in to provide the Software and all related services. The change will have no impact on the Software system as it has always been fully hosted and maintained by Excellesoft. The only change will be Excellesoft will now provide Level 1 support for basic customer issues, previously provided by CareAccess, in addition to continuing to provide Level 2 support, requiring more advanced system knowledge/expertise, and Level 3 support, requiring analysis, research in the system database, and/or possibly software/programming corrections.

The Software has and continues to provide the Public Authority with a reliable way to refer eligible care providers to IHSS recipients allowing us to meet the requirements of AB 1682.

**ALTERNATIVES**

The Board could choose not to approve the agreement, or direct the department to renegotiate terms, or research alternative products.

**OTHER AGENCY INVOLVEMENT**

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

**FINANCING**

HHSA Adult Services Public Authority’s FY 2018-19 Adopted Budget includes sufficient appropriation authority for the activities described in this agreement and will be included in future year budget submittals. There is no additional General Fund impact from the recommended action.

**ATTACHMENTS:**

Description	Upload Date	Description
Agreement	8/13/2018	Agreement

**PROFESSIONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF SHASTA  
AND  
EXCELLESOFT PARTNERS, LLC**

This agreement is entered into between the County of Shasta, through its Health and Human Services Agency, a political subdivision of the State of California ("County"), and Excellesoft Partners, LLC, a California limited liability company doing business as Excellesoft, ("Consultant") (collectively, the "Parties" and individually a "Party").

Excellesoft is the developer and sole owner of Nexus Registry, a fully-hosted, web-based, In-Home Supportive Services ("IHSS") Public Authority registry system, hereinafter referred to as "Nexus" or "the system."

County seeks to subscribe to and utilize Nexus Registry as a part of its IHSS Public Authority operations.

**Section 1. RESPONSIBILITIES OF CONSULTANT.**

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

- A. Set up and enable County access to the system for use by County. Consultant shall be responsible for all system maintenance, data backups, system backups, system security, system performance, system reliability, issue resolution, and bug/defect fixes.
- B. Provide Support: Live customer support will be provided by CareAccess, a business partner of Consultant, Monday through Friday 8:00 am – 5:00 pm Pacific Time, except on State and Federal holidays, through March 31, 2019.

CareAccess Support through March 31, 2019:

E-mail: support@careaccess.biz

Phone: (877) 262-9322

- C. Provide Support beginning April 1, 2019, provided by Excellesoft, Monday through Friday 8:00 am – 5:00 pm Pacific Time, except on State and Federal holidays. Initial contact for support may be via e-mail or by voicemail messaging. Consultant will use its best effort to provide a timely response to initial contact/response and issue resolution.

Excellesoft Support beginning April 1, 2019

E-mail: support@excellesoft.com

Voicemail: (800) 914-4113

- D. Guarantee system availability of 99.999% Monday – Friday, 6:00 am – 6:00 pm Pacific Time, with the exception of State and Federal holidays. Scheduled outages for system upgrades and enhancements, server maintenance, and network maintenance will be performed after hours and on weekends.
- E. In the event of an unplanned system outage or failure that is within the purview of Consultant, a best effort shall be made to resolve the outage or failure as soon possible.

- F. In the event that an unplanned outage or failure in the system causes County demonstrable loss of productivity, County is entitled to a credit equal in amount to the pro-rated number of days of the outage. County must notify Consultant within five business days with the date, time, and duration of the outage, along with the names of the users that attempted to use the system during the outage. Upon verification that the outage was within Consultant's purview, the credit will be applied to the next County invoice.
- G. Hereby disclaims, and County hereby (1) waives, any and all Consultant responsibility for any service interruption resulting from Internet network activity and bandwidth issues and limitations; and (2) acknowledges that access to the system may be affected by County network, local or national Internet network activity, or bandwidth issues.
- H. Warranty that the system will fully perform the intended functions for which it has been designed, and that it is free from malicious code and viruses that may pose a threat to County's internal network and computers.

**Section 2. RESPONSIBILITIES OF COUNTY.**

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

- A. Be allowed an unlimited number of system users.
- B. Designate at least one user as a Nexus System Administrator for the purposes of performing important functions that are specific to County's daily operations and use of the system, such as user account creation and maintenance; resetting of passwords, setting of user permissions, etc., optional downloading of data extracts from Case Management Information and Payrolling System II ("CMIPS II") and upload into Nexus, and creation and upload of PDFs with data fields for generation of letters, and creation and upload PDFs for Referral supplemental documents. The Nexus System Administrator is responsible for enforcing "the rule of least privileges" whereby a user's system permissions are set to be the minimal system permissions needed for the user to perform their job. Expertise in Information Technology is not required to be a Nexus System Administrator.
- C. Be responsible for providing and maintaining the local desktop/PC computers, peripheral devices, and Information Technology infrastructure in order to provide an acceptable level of performance for their system users. County shall meet the requirements set forth in **EXHIBIT A, Minimum Computer & Network Requirements**, attached and incorporated herein.
- D. Prevent unauthorized individuals from accessing the system. County agrees to not allow sharing of user accounts between multiple users. County shall immediately deactivate a user account upon termination of a user, including during temporary suspensions, leave of absence, or any other change in employment status or job duties such that the user will not be actively working or employed for an extended or prolonged period.
- E. Assure access to the system is by manual entry of a user name, password, and validation of Completely Automated Public Turing test to tell Computers and

Humans Apart ("CAPTCHA") text. County shall not use automated tools, automated systems, single-sign-on systems, or automated scripts to access the system or copy data from the system pages.

- F. Allow Consultant access to County data for purposes such as system maintenance, development of reports, development of system enhancements, problem resolution and troubleshooting, and review of proper system usage.
- G. 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 pay fees as set forth in **EXHIBIT B, Pricing & Invoice Schedule**, attached and incorporated herein, for the services described in this agreement.
- B. In no event shall the maximum amount payable under this agreement exceed \$30,240.
- C. 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's Health and Human Services Agency (HHS) Business & Support Services Branch, Attn: Accounts Payable, P.O. Box 496005, Redding, CA 96049-6005, an itemized statement or invoice as delineated in **EXHIBIT B** for the Annual System Subscription and Monthly CMIPS Upload. County shall make payment within 30 days of receipt of Consultant's correct and approved statement or invoice.
- B. Non-payment of invoices may result in notification to County of a temporary suspension of access to the system until all invoices are paid up to date.
- C. Should County, or the state or federal government, disallow any amount claimed by Consultant, Consultant shall reimburse County, or the state or federal government, as directed by County, or the state or federal government, for such disallowed cost.

**Section 5. TERM OF AGREEMENT.**

- 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 Consultant in writing of such non-appropriation at the earliest possible date.



**Section 6. TERMINATION OF AGREEMENT.**

- A. If Consultant materially fails to perform Consultant's responsibilities under this agreement to the satisfaction of County, or if Consultant fails to fulfill in a timely and professional manner Consultant's responsibilities under this agreement, or if Consultant violates any of the terms or provisions of this agreement, then County shall have the right to terminate this agreement for cause effective immediately upon the County giving written notice thereof to Consultant. If termination for cause is given by County to Consultant and it is later determined that Consultant was not in default or the default was excusable, then the notice of termination shall be deemed to have been given without cause pursuant to paragraph B of this section.
- B. Either Party may terminate this agreement without cause on 90 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, HHSA Director, or any HHSA Branch Director as designated by the HHSA Director.
- E. Should this agreement be terminated, Consultant shall promptly provide to County any and all finished and unfinished reports, data, studies, photographs, charts, and other documents prepared by Consultant pursuant to this agreement.
- F. If this agreement is terminated, Consultant shall only be paid for services satisfactorily completed and provided prior to the effective date of termination.

**Section 7. 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 HHSA Director, provided that the amendment is in substantially the same format as the County's standard format amendment contained in the Shasta County Contracts Manual (Administrative Policy 6-101).
- C. The headings that appear in this agreement are for reference purposes only and shall not affect the meaning or construction of this agreement.

- D. If any ambiguity, inconsistency, or conflict exists or arises between the provisions of this agreement and the provisions of any of this agreement's exhibits or appendices, the provisions of this agreement shall govern.

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

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

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

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

**Section 10. INDEMNIFICATION.**

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

liability on County for failure to make social security deductions or contributions or income tax withholding payments, or any other legally mandated payment. The provisions of this paragraph are intended to be interpreted as broadly as permitted by applicable law. This provision shall survive the termination, expiration, or cancellation of this agreement.

**Section 11. INSURANCE COVERAGE.**

- A. Without limiting Consultant's duties of defense and indemnification, Consultant and any subcontractor shall obtain, from an insurance carrier authorized to transact business in the State of California, and maintain continuously during the term of this agreement Commercial General Liability Insurance, including coverage for owned and non-owned automobiles, and other coverage necessary to protect County and the public with limits of liability of not less than \$1 million per occurrence; such insurance shall be primary as to any other insurance maintained by County.
- B. Consultant and any subcontractor shall obtain and maintain continuously required Workers' Compensation and Employer's Liability Insurance to cover Consultant, subcontractor, Consultant's partner(s), subcontractor's partner(s), Consultant's employees, and subcontractor's(s) employees with an insurance carrier authorized to transact business in the State of California covering the full liability for compensation for injury to those employed by Consultant or subcontractor. Each such policy shall be endorsed to state that the Workers' Compensation carrier waives its right of subrogation against *County, its elected officials, officers, employees, agents, and volunteers* which might arise in connection with this agreement. Consultant hereby certifies that Consultant is aware of the provisions of section 3700 of the Labor Code, which requires every employer to insure against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of the Labor Code, and Consultant shall comply with such provisions before commencing the performance of the work or the provision of services pursuant to this agreement.
- C. Without limiting any of the obligations or liabilities of Consultant, Consultant shall carry and maintain Cyber Liability insurance with limits of not less than \$1,000,000 for each occurrence and an annual aggregate of \$2,000,000 covering claims involving privacy violations, information theft, damage to or destruction of electronic information, intentional and/or unintentional release of private information, alteration of electronic information, extortion and network security. Such coverage is required only if any products and/or services related to information technology (including hardware and/or software) are provided to County and for claims involving any professional services for which Consultant is engaged with or providing to County for as long as respective, applicable statute(s) of limitation or response are in effect relating to the specific purposes of this agreement to cover any and all claims.
- 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 in the venue of 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.**

- 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 ensure 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:                      Director  
   HHS Adult Services Branch  
   2640 Breslauer Way  
   Redding, CA 96001  
   Phone: (530) 225-5900  
   Fax: (530) 225-5977

If to Consultant:                      Excellesoft  
   Mark Saaty, President/CEO  
   6520 Lonetree Blvd., #1030  
   Rocklin, CA 95765  
   Phone: (800) 914-4113

- 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.**

- A. 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.

- B. Each Party hereby represents and warrants that all representations, warranties, recitals, statements and information provided to each other under this agreement are true, correct and accurate to the best of their knowledge, and that all negotiations towards this agreement have been done in good faith.

**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.**

- A. 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.
- B. Consultant may, at times, request that County be used as a reference for future business with other counties or organizations. Consultant will first ask for County's approval prior to any references being made.



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

Consultant shall comply with, and require all of Consultant's employees, volunteers, agents, and officers to comply with, the provisions of section 10850 of the Welfare and Institutions Code, and of Division 19 of the California Department of Social Services Manual of Policies and Procedures. This provision shall survive the termination, expiration, or cancellation of this agreement to which the State Department of Social Services regulations apply.

**Section 27. SCOPE AND OWNERSHIP OF WORK.**

- A. Consultant is the developer and sole owner of Nexus Registry. All source code, system architecture, system design, database structure, database tables, system design concepts, system content, system user interfaces, system workflow, web page designs and content, screen designs, support documentation, training materials, help documents, help videos, and all technology and concepts developed by Consultant related to the operation and function of the system are the property of Consultant.
- B. All data and information entered into the system by County or its designees are the property of County. Consultant will not share County data or information to any third party or outside organization, without the express written permission or consent of County.
- C. County hereby acknowledges and agrees that County will receive confidential information and trade secrets during the term of this agreement. County acknowledges that Consultant has a legitimate business interest in placing reasonable limits on the use of such information. Accordingly, during the agreement term and for a two-year period following the term, County shall not use, demonstrate, simulate, or describe the system in any manner (directly or indirectly) to any other individual, entity, institute, or organization for the purposes of developing, promoting, advertising, marketing, or providing a similar or competitive system.
- D. County shall not contest or aid in contesting the ownership or validity of the copyrights, trademarks, service marks and trade secrets (as applicable) of Consultant in connection with the system.
- E. County hereby acknowledges that successful system performance shall require County to cooperate with Consultant in good faith and to provide information as may be requested by Consultant from time to time. County hereby agrees to provide such good faith cooperation and information.
- F. Consultant will, at no charge to County, add system functionality, features, or reports that may become absolutely essential for the system to remain functional, or to resolve system errors, or to resolve data correction issues, or to resolve system reliability/performance issues.
- G. Development of additional system functionality shall be quoted on a time and material basis. Any such changes shall be in accordance with the terms of Section 7.B. of this agreement. All source code and database tables developed for additional

system functionality, custom features, or reports shall become part of the system and will, therefore, become the property of Consultant and shall not be deemed "works for hire."

**Section 28. 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.

**Section 29. MISCELLANEOUS.**

- A. Waiver of breach of this agreement shall not constitute waiver of another breach. Failing to enforce a provision of this agreement shall not constitute a waiver or create an estoppel from enforcing such provision. Any waiver of a provision of this agreement shall not be binding unless such waiver is in writing and signed by the Party waiving such provision.
- B. Neither Party shall be held in any manner liable or accountable for losses, costs, or expenses that may occur as a result of forces of nature, or as a result of events that are out of either Party's control, regardless of whether the forces of nature or events were predictable, normal, or reasonable, and regardless of whether any resultant losses, costs, or expenses were predictable.

***[SIGNATURE PAGE FOLLOWS]***

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

**COUNTY OF SHASTA**

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

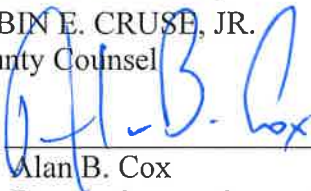
\_\_\_\_\_  
LES BAUGH, CHAIRMAN  
Board of Supervisors  
County of Shasta  
State of California

ATTEST:

LAWRENCE G. LEES  
Clerk of the Board of Supervisors

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

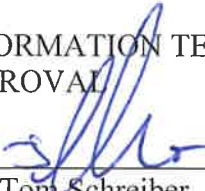
Approved as to form:  
RUBIN E. CRUSE, JR.  
County Counsel

By:  8/7/18  
Alan B. Cox  
Deputy County Counsel

**RISK MANAGEMENT APPROVAL**

By:  08/02/18  
James Johnson  
Risk Management Analyst

**INFORMATION TECHNOLOGY  
APPROVAL**

By:  8-6-2018  
Tom Schreiber  
Chief Information Officer

**CONSULTANT**

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

\_\_\_\_\_  
Mark Saaty  
Managing Member

Tax I.D.#: On File

**EXHIBIT A**  
**Minimum Computer & Network Requirements**

Nexus requires the following minimum specifications.

**Computer Specifications**

- PC running Windows 10.
- Internet Explorer 11.
  - Add [www.nexusregistry.com](http://www.nexusregistry.com) to the list of Trusted Sites.
  - Allow pop-ups from [www.nexusregistry.com](http://www.nexusregistry.com).
  - Allow Scripting Access (this will allow the JavaScript features to work).

**Information Technology Network Infrastructure Settings**

- Whitelist e-mail from [nexusregistry.com](http://nexusregistry.com).
- Whitelist [www.nexusregistry.com](http://www.nexusregistry.com) in any URL filtering system/appliance and in the firewall.

**Internet Connectivity**

- Internet connection capable of a minimum data rate of 10 Mbps for four concurrent users.

**EXHIBIT B**  
**Pricing & Invoice Schedule**

**Ongoing Subscription Fees**

#	Description	Amount
1	Annual System Subscription Fee. To be invoiced in full at the beginning of the Agreement Term and annually thereafter.	\$8,100.00

**Optional Fees**

#	Description	Amount
1	Monthly CMIPS Upload. <i>Can be performed by County.</i> To be invoiced after completion of each quarter.	\$165/month, \$1,980/year
2	Monthly Provider Text Messaging Check-In Reminders. <i>Email reminders are free of charge.</i> ▪ Based upon current number of active providers in the system. To be invoiced in full at the beginning of the Agreement term or prorated for partial term.	\$13/month, \$156/year
3	Letter Templates and Alternate Language Cover Letters. ▪ \$85 per page. County to provide fully-proofed fully-formatted, base Word document. <i>Can be performed by County. Adobe Acrobat or other PDF editor is required.</i> To be invoiced within 15 days of completion.	\$85/page
<b>Additional training</b>		
4	On-Site Training ▪ County to provide a training facility with Internet-connected computers, a TWAIN scanner connected and installed to at least one computer, projector/large-screen monitor, printing of training materials, etc. ▪ Agenda and training topics mutually agreed upon by County and Consultant. To be invoiced within 15 days of completion.	Fee dependent on number of days and number of participants. Quote shall be approved by County in writing and in advance.
	Online Instructor-Led Training ▪ 2-hour sessions. Agenda and training topics mutually agreed upon by County and Consultant. To be invoiced within 15 days of completion	\$165/user

REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS

**BOARD MEETING DATE:** August 21, 2018

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

**SUBJECT:**

Presentation Regarding Law Related to Limited Density Owner-Built Rural Dwelling Standards, etc.

**DEPARTMENT:** County Counsel

**Supervisory District No. :** All

**DEPARTMENT CONTACT:** Rubin E. Cruse, Jr., County Counsel (530) 225-5711

**STAFF REPORT APPROVED BY:** Rubin E. Cruse, Jr., County Counsel

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

**RECOMMENDATION**

Take the following actions: (1) Receive a presentation from County Counsel concerning the law related to limited density owner-built rural dwelling building standards; and (2) provide direction to staff.

**SUMMARY**

N/A

**DISCUSSION**

As requested by the Board, County Counsel has prepared a summary of the law relating to the establishment of building standards for “limited density owner-built rural dwellings.” A copy of that summary is attached to this Board Report.

The information provided is in very general terms. It should not be considered as being an exhaustive legal analysis of the law in this area.

In providing this information, it should not be construed as a recommendation by County Counsel either for or against the adoption of building standards for limited density owner-built rural dwellings. That is a decision left to the sound discretion of the Board.

**ALTERNATIVES**

The Board can choose not to receive the presentation or not to provide direction to staff.

**OTHER AGENCY INVOLVEMENT**

Input was sought from the County Administrative Office, Department of Resource Management, Department of Public Works, and the County Fire Warden.

**FINANCING**

There is no additional General Fund impact associated with receiving the presentation.

**ATTACHMENTS:**

Description	Upload Date	Description
County Counsel Memo	8/16/2018	County Counsel Memo

**MEMORANDUM**

**Office of the County Counsel**  
**Rubin E. Cruse, Jr., County Counsel**

**TO:** Members of the Board of Supervisors  
Lawrence G. Lees, County Executive Officer

**FROM:** Rubin E. Cruse, Jr., County Counsel

**DATE:** August 21, 2018

**RE:** Building Standards for Limited Density Owner-Built Rural Dwellings

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As requested by the Board of Supervisors, the following is a summary of the law relating to the establishment of building standards for "Limited Density Owner-Built Rural Dwellings."

Please note that the information provided is in very general terms. This memorandum should not be considered as being an exhaustive legal analysis of the law in this area.

Also, this memorandum is being provided for informational purposes. It should not be construed as a recommendation either for or against the adoption of building standards for "Limited Density Owner-Built Rural Dwellings."

**I. GENERAL RULES REGARDING BUILDING STANDARDS**

- A. The State Legislature has expressed its intent to fully occupy the field of building standards. "Consequently, a local government is precluded from enacting building standards that differ from state standards, unless a state statute specifically authorizes the local government to do so." *Building Industry Assoc. v. City of Livermore*, 45 Cal. App. 4<sup>th</sup> 719 (1996).
- B. The State has authorized alternative building standards for "limited density owner-built rural dwellings" that are somewhat more flexible than the current state standards for other structures. Health & Safety Code § 17958.2. These alternative building code standards can be found in California Code of Regulations, title 25, sections 74 *et seq* (25 CCR §§ 74 *et seq*.) I shall refer to these as the "State Building Standards for Limited Density Owner-Built Rural Dwellings." Specifically:
  - 1. The State Building Standards for Limited Density Owner-Built Rural Dwellings will become operative in a County when the County makes an express finding that the application of those standards within the County is reasonably necessary



because of local conditions and the County files a copy of that finding with the State Department of Housing & Community Development. Health & Safety Code § 17958.2 (a).

2. A County may make changes or modifications in the State Building Standards for Limited Density Owner-Built Rural Dwellings when it determines the changes or modifications are reasonably necessary because of local conditions and the County files a copy of the changes or modifications and the express findings for the changes or modifications with the State Department of Housing & Community Development. No change or modification shall become effective or operative until the findings and the change or modification is filed with the State Department of Housing & Community Development. Health & Safety Code § 17958.2(b).

## II. THE STATE BUILDING STANDARDS FOR LIMITED DENSITY OWNER-BUILT RURAL DWELLINGS

### A. Definitions

1. “Limited density, rural dwelling” – This is any structure consisting of one or more habitable rooms intended or designed to be occupied by one family with facilities for living and sleeping with use restricted to rural areas. 25 CCR § 78.
2. “Rural” means those unincorporated areas of the County designated and zoned by the County for the application of the State Building Standards for Limited Density Owner- Built Rural Dwellings. In defining “rural,” the County shall consider local geographical or topographical conditions, conditions of general development as evidenced by population densities and availability of utilities or services, and such other conditions that the agency deems relevant to its determination. 25 CCR § 78. Suitable areas may include those wherein the predominate land usage is forestry, timber production, agriculture, grazing, recreation, or conservation. 25 CCR § 78.
3. “Owner-Built” shall mean constructed by any person or family who acts as the general contractor for, or the provider of, part or all of the labor necessary to build housing to be occupied as the principal residence of that person or family, and not intended for sale, lease, rent, or employee occupancy. 25 CCR § 78.
4. Several counties, such as Butte County, Mendocino County, and Amador County, further define “owner-built” as constructed by a general contractor licensed to practice in the State of California for occupancy by the person or persons owning the property at the time construction is commenced, and not intended for sale, lease, rent, or employee occupancy. *See* Butte County Code § 26-63; Mendocino County Code § 18.23.033; Amador County Code § 15.10.050.
5. **A dwelling constructed under these standards may not be sold, leased, rented, or employee occupied for at least one year after issuance of a Certificate of Occupancy.** 25 CCR § 78. A County may impose a longer time period if it determines that such longer period is necessary to ensure compliance with the intent of this law. 25 CCR § 82. For example, Butte County and Amador County

prohibit such sale, leasing, renting, or employee occupancy for a period of three years after issuance of a Certificate of Occupancy, except in cases of unreasonable hardship. Butte County Code § 26-63(c); Amador County Code § 15.10.050(C).

**B. Purpose and Intent**

1. **It is the purpose and intent of the State Building Standards for Limited Density Owner-Built Rural Dwellings (this “Article”) to permit the use of ingenuity and preferences of the builder, and to allow and facilitate the use of alternatives to the specifications prescribed by the uniform technical codes to the extent that a reasonable degree of health and safety is provided by such alternatives, and that the materials, methods of construction, and structural integrity of the structure shall perform in application for the purpose intended.** To provide for the application of this Article, it shall be necessary for the enforcement agency to exercise reasonable judgment in determining the compliance of appropriate structures with the general and specific requirements of this Article. 25 CCR § 124.
2. **Except as otherwise required by the State Building Standards for Limited Density Owner-Built Rural Dwellings, dwellings and appurtenant structures need not conform with the construction requirements prescribed by the latest applicable editions of the Uniform Building, Plumbing, and Mechanical Codes, the National Electrical Code, or other applicable technical codes; however, it is not the intent of this section to disregard nationally accepted technical and scientific principles relating to design, materials, methods of construction, and structural requirements for the erection and construction of dwelling and appurtenant structures as are contained in the uniform technical codes. Such codes shall be a basis for approval.** 25 CCR § 126.

**C. Requirements in the State Building Standards for Limited Density Owner-Built Rural Dwellings**

**1. General Requirements**

Each structure shall be constructed in accordance with applicable requirements in the State Building Standards Code that apply to Limited Density Owner-Built Rural Dwellings. Each structure shall be maintained in a sound structural condition to be safe, sanitary, and to shelter the occupants from the elements. 25 CCR § 122.

**2. Construction Requirements**

California Residential Code § R301.1.1.1 establishes the following construction requirements:

To meet compliance with the requirements of this code, provisions of Section R301.1.1.1, Items 1 through 5 may be utilized for limited-density owner-built rural dwellings when the materials, methods of construction, or

appliances are determined appropriate or suitable for their intended purpose by the local enforcing agency.

1. A limited-density owner-built rural dwelling may be of any type of construction which will provide for a sound structural condition. Structural hazards which result in an unsound condition and which may constitute a substandard building are delineated in Section 17920.3 of the Health and Safety Code.
2. There shall be no requirements for room dimensions as required in Chapter 3, provided there is adequate light and ventilation and means of egress.
3. There shall be no specified requirement for heating capacity or for temperature maintenance. The use of solid-fuel or solar heating devices shall be deemed as complying with the requirements of Chapter 3. If nonrenewable fuel is used in these dwellings, rooms so heated shall meet current installation standards.
4. Pier foundations, stone masonry footings and foundations, pressure-treated lumber, poles or equivalent foundation materials or designs may be used provided that bearing is sufficient.
5. Owner-produced or used materials and appliances may be utilized unless found not to be of sufficient strength or durability to perform the intended function. Owner-produced or used lumber, or shakes and shingles may be utilized unless found to contain dry rot, excessive splitting or other defects obviously rendering the material unfit in strength or durability for the intended purpose.

### **3. Mechanical Requirements**

Fireplaces, heating and cooking appliances, and gas piping installed in buildings, shall be installed and vented in accordance with the applicable requirements contained in the California Mechanical Code, Part 4, Title 24, California Code of Regulations. 25 CCR § 128.

### **4. Electrical Requirements**

- a. No dwelling shall be required to be connected to a source of electrical power, or wired, or otherwise, fitted for electrification, except as outlined below. 25 CCR § 130.
- b. Where electrical wiring or appliances are installed, the installation shall be in accordance with the applicable requirements contained in the California Electrical Code, Part 3, Title 24, California Code of Regulations. 25 CCR § 132.

- i. Exceptions to Installation Requirements. In structures where electrical usage is confined to one or more rooms of a structure, the remainder of the structure shall not be required to be wired or otherwise fitted for electrification unless the enforcement agency determines the electrical demands are expected to exceed the confinement and capacity of that room(s). In these instances, the enforcement agency may require further electrification of the structure.
- ii. It is the intent of this subsection to apply to buildings in which there exists a workshop, kitchen, or other single room which may require electrification, and where there is no expectation of further electrical demand. The enforcement agency shall, at the time of a permit application or other appropriate point, advise the applicant of the potential hazards of violating this section.

**5. Plumbing Requirements**

Plumbing equipment and installation shall be in accordance with the applicable requirements contained in the California Plumbing Code, Part 5, Title 24, California Code of Regulations applicable to the construction of limited density owner-built rural dwellings. 25 CCR § 134.

**6. Temporary Occupancy**

The use and occupancy of a portion or portions of a dwelling or appurtenant structure prior to the completion of the entire structure shall be allowed, provided that approved sanitary facilities are available at the site and that the work completed does not create any condition to an extent that endangers life, health or safety of the public or occupants. The occupants of any such uncompleted structure shall assume sole responsibility for the occupancy of the structure or portion thereof. 25 CCR § 118.

**7. Change or Modification of These Requirements**

The County may make changes or modifications in the State Building Standards for Limited Density Owner-Built Rural Dwellings when it determines the changes or modifications are reasonably necessary because of local conditions and the County files a copy of the changes or modifications and the express findings for the changes or modifications with the State Department of Housing & Community Development. No change or modification shall become effective or operative until the findings and the change or modification is filed with the State Department of Housing & Community Development. Health & Safety Code § 17958.2(b).

### **III. STATE REQUIRED STANDARDS GENERALLY NOT SUBJECT TO CHANGE OR MODIFICATION**

There are several state imposed standards that are generally not subject to change or modification. While every attempt was made to locate such standards, it is possible there may be additional state standards not mentioned that also must be satisfied.

#### **A. Fire Safety Standards**

##### **1. State Responsibility Areas, Very High Fire Hazard Areas Designated By the County, and Urban Wildland Interface Communities**

- a. The construction of dwellings located in State Responsibility Areas shall comply with the "Materials and Construction Methods for Exterior Wildfire Exposure" found in California Building Code Chapter 7A and California Residential Code § 337. Public Resources Code § 4291(a)(7); Health & Safety Code § 13108.5. These requirements generally relate to roofing, exterior covering, and defensible space.
- b. The construction of dwellings located in areas identified by the County as "Very High Fire Hazard Severity Zones," pursuant to Government Code § 51179, shall also comply with the "Materials and Construction Methods for Exterior Wildfire Exposure" found in California Building Code Chapter 7A and California Residential Code § 337. Government Code § 51182. As previously stated, these requirements generally relate to roofing, exterior covering, and defensible space.

"Very High Fire Hazard Severity Zones" are those areas outside the State Responsibility Area that Cal Fire has identified as "Very High Fire Hazard Severity Zones." The County is required to designate, by ordinance, such identified areas as "Very High Fire Hazard Severity Zones." Government Code § 51179(a).

The County may, however, exclude from these building code requirements in Government Code § 51182 an area identified as a Very High Fire Hazard Severity Zone, following a finding supported by substantial evidence in the record that those requirements are not necessary for effective fire protection within the area. Government Code § 51179(b).

- c. The construction of dwellings in "Urban Wildland Interface Communities" shall also comply with the "Materials and Construction Methods for Exterior Wildfire Exposure" found in California Building Code Chapter 7A and California Residential Code § 337. Health & Safety Code § 13108.5. As previously stated, these requirements generally relate to roofing, exterior covering, and defensible space.

An “Urban Wildland Interface Community” means a community listed in “Communities at Risk of WildFires,” produced by Cal Fire. Health & Safety Code § 13108.5.

A local agency may, at its discretion, exclude from the requirements of these building standards an Urban Wildland Interface Community in its jurisdiction following a finding supported by substantial evidence in the record at a public hearing that the requirements of these building standards are not necessary for effective fire protection within the area. Changes made by a local agency to an urban wildland interface community area following a finding supported by substantial evidence in the record shall be final and shall not be rebuttable. Health & Safety Code § 13108.5.

## **2. Fire Sprinklers**

There does not appear to be a requirement that Fire Sprinklers be installed in new construction for “Limited Density Owner-Built Rural Dwellings.”

For example, both Mono County and Mendocino County specifically stated that “residential fire sprinklers shall not be required in limited density owner built rural dwellings.” Mono County Code § 15.50.140; Mendocino County Code § 18.23.345.

Also, Butte County only required fire sprinklers in limited density owner-built rural dwellings for residential structures greater than 1,200 square feet and exempted manufactured homes from this requirement. Butte County Code § 26-89.

## **B. Sanitation Standards**

Onsite wastewater treatment systems are required to comply with the standards outlined in Health & Safety Code §§ 5410 *et seq.* and Water Code §§ 13290 *et seq.* The County may adopt and enforce additional regulations that do not conflict with these state law requirements relating to the disposal of sewage or other waste. Health & Safety Code § 5415; Water Code § 13291(d).

## **C. Well Construction Standards**

The County is required to adopt a well construction ordinance “that meets or exceeds the standards” contained in Bulletin 74-81 from the State Department of Water Resources. Water Code § 13801.

REC:lk

REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS

**BOARD MEETING DATE:** August 21, 2018

**CATEGORY:** Regular - Law and Justice-3.

**SUBJECT:**

Real Estate Fraud Investigation Unit FY 2017-18 Annual Report

**DEPARTMENT:** District Attorney

**Supervisory District No. :** All

**DEPARTMENT CONTACT:** Cindy Wilson, Staff Services Manager (530) 345-6311

**STAFF REPORT APPROVED BY:** Stephanie Bridgett, District Attorney

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

**RECOMMENDATION**

Receive a report on the Fiscal Year 2017-18 Real Estate Fraud Investigations (Unit) and confirm the effectiveness of the Unit.

**SUMMARY**

N/A

**DISCUSSION**

In 2009, the Board of Supervisors established, by adopting Resolution No. 2009-022, the Real Estate Fraud Prosecution Program and the District Attorney subsequently established the Real Estate Fraud Investigations Unit within the District Attorney's Office. Government Code section 27388 (d) requires the following: "The county board of supervisors shall annually review the effectiveness of the district attorney in deterring, investigating, and prosecuting real estate fraud crimes based upon information provided by the district attorney in an annual report. The district attorney shall submit the annual report to the board on or before September 1 of each year." The attached report provides the information required for the annual report using a standard format provided by the Legislative Analyst's Office (LAO) and provides an overview of the activities of the Investigations Unit in Shasta County.

**ALTERNATIVES**

The Board of Supervisors may choose not to review the report. The Real Estate Fraud Prosecution Trust Fund Committee shall not expend funds held in the trust fund until the report has been submitted.

**OTHER AGENCY INVOLVEMENT**

The Real Estate Fraud Prosecution Trust Fund Committee has reviewed the annual report. The County Administrative Office has reviewed the recommendation.

**FINANCING**

There is no additional General Fund impact associated with the annual report for the Real Estate Fraud Investigation Unit. Total program expenditures for the Real Estate Fraud Investigation Unit in Fiscal Year 2017-18 were \$31,908.

**ATTACHMENTS:**

Description	Upload Date	Description
Real Estate Fraud	8/14/2018	Real Estate Fraud



## **NOTICE**

(Pursuant to Section 54954.2 of the Government Code of the State of California)

### **Meeting of the Real Estate Fraud Prosecution Trust Fund Committee**

**August 8, 2018 from 1:30 P.M. – 2:00 P.M.**

The Real Estate Fraud Prosecution Trust Fund Committee welcomes you to its meeting which is held in the District Attorney Conference Room #1, 1355 West St., Redding, California. Your interest is encouraged and appreciated.

**TO ADDRESS THE COMMITTEE DURING OPEN TIME:** Persons wishing to address the Committee are requested to declare to the secretary their intent to speak prior to the beginning of the meeting. If you have documents to present for the members of the Committee to review, please provide a minimum of five copies. Copies may be made for a fee at the Law Library in the basement of the Courthouse. When the Chair announces the public comment period, please approach the rostrum and, after receiving recognition from the Chair, give your name and comments. Each speaker is allocated three minutes to speak. **Comments should be limited to matters within the jurisdiction of the Committee.** Pursuant to the Brown Act (Govt. Code section 54950 et seq.) **action or Committee discussion cannot be taken** on open time matters other than to receive the comments and, if deemed necessary, to refer the subject matter to the appropriate department for follow-up and/or to schedule the matter on a subsequent Committee Agenda.

- I. CALL TO ORDER**
- II. PUBLIC COMMENT PERIOD**
- III. REGULAR CALENDAR**
  - a. Approve minutes from the August 18, 2017 meeting.
  - b. Financial report on Trust Fund.
  - c. Information regarding FY 17/18 Real Estate Fraud Report.
  - d. Determine next meeting date.
- IV. ADJOURN**

COMMUNICATIONS received by the Committee are on file and available for review at 1355 West St., Redding, CA 96001

**The County of Shasta does not discriminate on the basis of disability in admission to, access to, or operation of its buildings, facilities, programs, services, or activities. The County does not discriminate on the basis of disability in its hiring or employment practices. Questions, complaints, or requests for additional information regarding the Americans with Disabilities Act (ADA) may be forwarded to the County's ADA Coordinator: Director of Support Services Angela Davis, County of Shasta, 1450 Court Street, Room 348, Redding, CA 96001-1676, Phone: (530) 225-5515, California Relay Service: (800) 735-2922, Fax: (530) 225-5345, E-mail: [adacoordinator@co.shasta.ca.us](mailto:adacoordinator@co.shasta.ca.us). Individuals with disabilities who need auxiliary aids and/or services for effective communication in the County's programs and services are invited to make their needs and preferences known to the affected department or the ADA Coordinator. For aids or services needed for effective communication during Committee meetings, please call Denise Black at (530) 245-6310 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.**

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 Committee, are available for public inspection at 1355 West St., Redding, CA 96001.

**REAL ESTATE FRAUD PROSECUTION TRUST FUND COMMITTEE  
MINUTES FROM THE MEETING HELD August 18, 2017 .**

**Members Present:** Stephanie A. Bridgett, District Attorney  
Larry Lees, County Administrative Officer

**Not Present:** Mary Spence, Board of Realtors

**Others Present:** Anand "Lucky" Jesrani, Senior Deputy DA (acting as secretary)  
Michael Chay, Deputy DA

**Meeting Called to Order:** 10:03 am

**Public Comments:** None

**Approve Meeting Minutes from *April 21, 2017***

The meeting of April 2017 were reviewed. Approve without change.  
Moved by Lees/seconded by Bridgett. 2 ayes, 0 nays.

**Financial Report on Trust Fund**

Senior Deputy DA Anand "Lucky" Jesrani reported on the detailed financial report. There was also a discussion about future adequacy of funding.

**Review FY 15/16 Real Estate Fraud Report for LAO**

Jesrani explained the current report for FY 16/17

**Other items**

Discussion of absence of Mary Spence.

**Scheduling of Next Meeting**

TBD.

Meeting adjourned at 10:10 a.m.

**FISCAL YEAR 2017/2018 REAL ESTATE FRAUD REPORT**  
**July 1, 2017 through June 30, 2018**  
**SHASTA COUNTY DISTRICT ATTORNEY'S OFFICE**  
**(Government Code 27388)**

**I. Case Statistics**

1. Total number of referrals:
  - i. Number of referrals FY 16/17: 18
  - ii. Number of referrals FY 17/18: 17
  - iii. Total number of referrals: 35
2. Total number of investigations:
  - i. Number of criminal investigations FY 16/17: 4
  - ii. Number of criminal investigations FY 17/18: 5
  - iii. Number of criminal investigations: 9
3. Total number of cases filed/ filing within 30 days
  - i. FY 16/17: 0
  - ii. FY 17/18: 0
4. Total number of victims in filed cases:
  - i. FY 16/17: 0
  - ii. FY 17/18: 0
5. Total number of cases referred to outside agencies for the filing of civil/criminal complaints in FY 17/18: 0
6. Total Aggregate monetary loss claimed by victims:
  - i. Aggregate money loss suffered by victims for cases entering FY 16/17: \$795,500.00
  - ii. Aggregate money loss suffered by victims for cases during FY 17/18: \$525,000.00
7. Number of convictions/ Resolutions obtained in FY 17/18: 9  
Highlighted Cases:
  - i. CN 13RF1026 Heidi Browning:
    1. No contest plea to PC 487, 36 Mos CRR. Restitution. Spouse's case is pending.
  - ii. Prevented improper foreclosure by Mortgage Company.
    1. Through Real Estate Fraud Unit's efforts, the Shasta County resident (senior citizen) avoided loss of home valued at \$444,000.00.

**II. Non Case Statistics**

1. Community Outreach/ Education
  - i. Fraud Prevention Fair March 2018 (Approximately 400 attendees)

- ii. 8 (Eight) Fraud presentations in the community:
  - a. Republican Women of Redding,
  - b. Senior Citizens of Shasta County,
  - c. NewComers Club,
  - d. NARFE,
  - e. Shasta Estates,
  - f. PGE Retirees Assoc,
  - g. Board of Realtors,
  - h. Title Company Association.

BOARD OF SUPERVISORS REGULAR MEETING - August 21, 2018  
REAL ESTATE FRAUD

	DESCRIPTION	17-18 budget	Actual 6/30/2018
<b>SALARIES</b>			
011000	REGULAR SALARIES	11,009.81	20,194.67
011200	TERMINATION/SPECIAL PAY	0.00	
017000	EXTRA HELP	0.00	
017502	OVERTIME PAY	0.00	
017509	HOLIDAY OVERTIME PAY	0.00	
017517	CELL/PDA COMM ALLOWANCE PROG	84.00	135.20
018100	EMPLOYER SHARE OASDI	848.68	1,416.78
018201	EMPLOYER SHARE RETIREMENT	1,952.49	4,315.40
018204	EMPLOYER SHARE DEFERRED COMP	0.00	
018205	401A	0.00	
018300	EMPLOYER SHARE HEALTH INSUR	1,479.93	2,307.96
018301	EMPLOYER SHARE HEALTH INS PERS	280.70	
018307	EMPLYR SHR OTHER POST EMP BEN	330.29	605.81
018400	EMPLOYER SHR UNEMPLOYMENT INS	35.50	65.07
018500	WORKERS COMP EXPOSURE	139.67	256.07
018501	WORKERS COMP EXPERIENCE	263.30	263.28
	<b>TOTAL SALARIES</b>	<b>16,424.37</b>	<b>29,560.24</b>
<b>SERVICES AND SUPPLIES</b>			
032300	CLOTHING/PERSONAL SUPPLIES XP	0.00	10.48
032328	CLTHG/PERS SAFETY CLOTHING	0.00	
032500	COMMUNICATIONS EXPENSE	52.63	233.28
032590	CHGS FAC MGMT COMM	1.59	1.44
032591	CHGS IT COMM	28.95	17.88
032700	FOOD EXPENSE	0.00	
032900	HOUSEHOLD EXPENSE	0.00	
032992	CHGS FAC MGMT HSHLD XP	105.26	87.73
033102	INSUR XP LIABILITY EXPOSURE	40.38	74.03
033103	INSUR XP MISCELLANEOUS	7.80	7.80
033105	INSUR XP LIABILITY EXPERIENCE	296.86	296.88
033300	JURY & WITNESS EXPENSE	0.00	
033310	JRY & WTNS PROF WITNESS FEES	0.00	
033500	MAINTENANCE OF EQUIPMENT	5.26	
033592	CHGS IT MNT HARD/SOFTWARE	16.72	12.76
033791	CHGS FAC MGMT MAINT STR	87.72	68.80
034100	MEMBERSHIPS	35.09	0.00
034309	MISC XP PRIOR PERIOD REV ADJ	0.00	
034395	MISC XP PR PER STL DTE REISSUE	0.00	
034500	OFFICE EXPENSE	98.25	77.80
034527	OFFICE XP PRINTING	8.77	27.42
034529	OFFICE XP PUBLICATIONS	35.09	
034535	OFFICE XP EDUCATIONAL ITEMS	0.00	
034537	OFFICE XP BOOKS	0.00	
034590	CHGS OC PHOTOCOPY SVS	5.90	
034591	CHGS OC POSTAGE SVS	17.54	8.35
034592	CHGS OC OTHER MAIL SVS	8.77	4.69
034594	CHGS IT OFFICE EXP	0.00	
034800	PROF & SPECIAL SERVICES	0.00	
034807	PROF BANK SVS	0.00	
034810	PROF CLEANUP SVS	0.00	
034826	PROF LAB SVS	0.00	
034835	PROF PHOTO/FILMING SVS	0.00	16.10
034837	PROF PREEMPLOYMENT SVS	0.00	
034851	PROF TRAINING SVS	0.00	
034852	PROF TRANSCRIBING SVS	0.00	15.09
034854	PROF INTERPRETING SVS	0.00	
034860	PROF BENEFITS ADMIN SVS	196.55	196.68
034864	PROF CAPITL ASSET DISPOSAL SVS	0.00	
034890	CHGS FAC MGMT PROF SVS	6.39	8.77
034892	CHGS IT PROFESSIONAL SVS	354.39	211.87
034900	PUBLICATIONS & LEGAL NOTICES	0.00	
035100	RENTS & LEASES OF EQUIPMENT	23.68	41.23
035300	RENTS & LEASES OF STRUCTURES	0.00	
035329	R/L STR STORAGE FACILITIE	0.00	
035500	MINOR EQUIPMENT	43.86	6.18
035590	CHGS IT SOFTWARE EQP	21.93	
035591	CHGS IT HARDWARE EQP	105.26	
035592	CHGS IT TELECOMM EQP	0.00	
035700	SPECIAL DEPARTMENTAL EXPENSE	0.00	32.66
035740	SP DEPT XP GUN SUPPLIES	8.77	
035754	SP DEPT XP ONLINE DATA SUBSCR	1.75	
035900	TRANSPORTATION & TRAVEL	98.25	
035940	TRANS/TRVL FUEL	52.63	
035990	CHGS FLEET TRANS/TRVL	131.58	
035999	TRN/TRV PY EE 1 DAY MEAL REIMB	0.00	
036100	UTILITIES	87.72	80.26
	<b>TOTAL SERVICES AND SUPPLIES</b>	<b>1,985.35</b>	<b>1,538.17</b>
<b>OTHER CHARGES</b>			
050001	central service cost A-87	510.86	510.84
050003	building & equipment use A-87	298.61	298.79
	<b>TOTAL OTHER CHARGES</b>	<b>809.47</b>	<b>809.63</b>
<b>REVENUES</b>			
<b>MISCELLANEOUS REVENUES</b>			
792522	Contribution from Trust Fund	60,000.00	47,525.40
	<b>TOTAL MISCELLANEOUS REVENUES</b>	<b>60,000.00</b>	<b>47,525.40</b>
	<b>TOTAL REVENUES</b>	<b>60,000.00</b>	<b>47,525.40</b>
	<b>TOTAL EXPENSES</b>	<b>19,219.20</b>	<b>31,908.04</b>
	<b>TOTAL EXPENSES OVER OTHER REVENUES</b>	<b>7(40,780.81)</b>	<b>(15,617.36)</b>

REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS

**BOARD MEETING DATE:** August 21, 2018

**CATEGORY:** Regular - Law and Justice-4.

**SUBJECT:**

Continuation of Local Emergency Proclamation: Carr Fire

**DEPARTMENT:** Sheriff

**Supervisory District No. :** 1, 2, and 4

**DEPARTMENT CONTACT:** Tom Bosenko, Sheriff-Coroner (530) 245-6167

**STAFF REPORT APPROVED BY:** Tom Bosenko, Sheriff-Coroner

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

**RECOMMENDATION**

Adopt a resolution which recognizes that the circumstances and factors that led to the July 30, 2018 ratification of a local emergency proclamation due to the wildland fire identified as the "Carr Fire" have not been resolved and that there is a need for continuation of the local emergency proclamation.

**SUMMARY**

There is a need for the Carr Fire local emergency proclamation to be continued.

**DISCUSSION**

The Shasta County Director of Emergency Services proclaimed a local emergency on July 26, 2018, due to the wildland fire identified as the "Carr Fire". On that same day, State of California Governor Edmund G. Brown Jr., proclaimed a state of emergency in Shasta County. On July 30, 2018, the Shasta County Board of Supervisors ratified the Shasta County Director of Emergency Services local emergency proclamation pursuant to California Government Code Section 8630. On August 4, 2018, a Presidential Major Disaster Declaration was declared.

Since the Carr Fire broke out July 23, 2018, it has consumed more than 211,000 acres and is, as of Wednesday morning, August 15, 2018, 65 percent contained. At one point during this incident there were over 40,000 people evacuated from their homes. The Sheriff's Office and numerous allied law enforcement agencies evacuated the areas in and around French Gulch, Old Shasta, Keswick, Igo/Ono, the City of Shasta Lake, and parts of Redding. The Carr Fire has also impacted neighboring Trinity County.

Surveys of fire damage have reported the Carr Fire has destroyed 1,599 structures, of which 1,077 were residential structures. The Carr Fire has also damaged 282 structures, 191 of which were residential structures. The emergency services communication infrastructure on South Fork Road was overrun by the Carr Fire as well as the City of Redding Police Department communications generator. The Dispatch and Headquarters for the National Park Service at Whiskeytown National Recreation Area was also evacuated. It is unknown at this time the full extent of damage to guardrails, power poles,

power lines and other public and private infrastructure. Unfortunately, eight deaths are also associated with the Carr Fire.

The Carr Fire is the largest active fire in Shasta County. The second largest active fire in Shasta County began on August 9, 2018, and is the “Hirz Fire” which is burning on US Forest Service land and has, as of the morning of August 15, 2018, consumed more than 7,300 acres and is five percent contained. Evacuations were ordered for the Hirz Fire on August 14, 2018, and a shelter has been opened for displaced residents. Another fire that began on August 9, 2018, is known as the “Hat Fire” burning in the Fall River Mills area of Shasta County, which has, as of morning of August 15, 2018, burned approximately 1,900 acres and is 85 percent contained. The “Crestline Fire” which broke out July 24, 2018 is now extinguished.

Since the Carr Fire is still actively burning and only 65 percent contained, it is recommended the local emergency proclamation be continued.

The public is reminded to stay vigilant on current fire conditions, to adhere to road closures, and follow any evacuation warnings. There is still a significant amount of emergency and recovery personnel in the areas of the fires and the public are asked to drive slowly and yield to emergency personnel in the area.

**ALTERNATIVES**

The Board may suggest modifications to the resolution so long as the County meets the required timeline for approving the resolution.

**OTHER AGENCY INVOLVEMENT**

Other agency involvement has been both significant and voluminous. Some of the agencies include, but are not limited to, the Shasta County Department of Public Works, Shasta County Resource Management, Shasta County Fire/CAL FIRE, California Highway Patrol, Redding Police Department, California Office of Emergency Services, California Department of Transportation, Whiskeytown National Park Service, US Forest Service, Anderson Police Department, Redding Fire Department, Happy Valley Fire Department, Mountain Gate Fire Department, Shasta County Marshal, Shasta County Probation Department, and the Bureau of Land Management. County Counsel has approved the resolution as to form. The recommendation has been reviewed by the County Administrative Office.

**FINANCING**

The costs associated with this incident are unprecedented for Shasta County and have exceeded the resources available to the impacted local governments. Due to the Governor’s proclamation and the Presidential major disaster declaration, eligible costs are shared between the federal, state, and local governments. The federal share is 75 percent. The remaining 25 percent is shared between the state and local government with the state share being 75 percent. For eligible Carr Fire related costs that have been documented sufficiently for submission to the California Office of Emergency Services (CalOES) and Federal Emergency Management Agency (FEMA) the final share for the County after those match percentages is 6.25 percent. County staff are working to track both eligible and non-eligible costs so as to better understand all the fiscal impacts of this incident to the County. The full General Fund impact is unknown at this time.

**ATTACHMENTS:**

Description	Upload Date	Description
Resolution for Continuance	8/15/2018	Resolution for Continuance



**RESOLUTION NO. 2018-**

**A RESOLUTION OF THE BOARD OF SUPERVISORS  
OF THE COUNTY OF SHASTA  
CONTINUING THE PROCLAMATION OF A LOCAL EMERGENCY**

**WHEREAS**, California Government Code Section 8630 and Shasta County Code Section 2.72.60 of the County of Shasta empowers the Director of Emergency Services to proclaim the existence or threatened existence of a local emergency as defined by California Government Code Section 8558 when the Board of Supervisors is not in session; and

**WHEREAS**, conditions of extreme peril to the safety of persons and property have arisen within the County of Shasta, in that wildland fire, identified as the “Carr Fire” has devastated the areas of French Gulch, Old Shasta, Keswick, Iron Mountain Road, Swasey Drive, as well as other portions of western Redding, and continues to be a potential threat to areas in the unincorporated area of the County near the community of Lakehead; 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 Carr Fire on July 26, 2018, at 6:15 a.m.; and

**WHEREAS**, on July 30, 2018, the Shasta County Board of Supervisors ratified the Director of Emergency Services’ local emergency proclamation; and

**WHEREAS**, conditions of extreme fire danger continue within the unincorporated areas of Shasta County; and

**WHEREAS**, in the early morning hours of August 9, 2018, another fire identified as the “Hirz Fire” started around Gilman Road about 11 miles east of Interstate 5 and the United States Forest Service is actively fighting the fire that is now about 7,300 acres and only 5% contained; residences have been evacuated from the Hirz Mountain Road area; if the fire continues to move west more evacuations will be needed; the fire continues to move towards large private timber lands; and

**WHEREAS**, in the afternoon hours of August 9, 2018, another fire identified as the “Hat Fire” started in the Fall River Mills area causing damage to power lines, a cell tower, and damaged part of a repeater system for the County of Shasta; the power was out for nearly two full days, however, fire crews have been able to limit the spread to 1,900 acres and the fire is now 85% contained; and

**WHEREAS**, as of August 14, 2018, the “Carr Fire” has consumed more than 211,000 acres, destroyed 1,077 residential structures, destroyed 22 commercial structures, destroyed 50 “other” buildings, damaged 191 residential structures, damaged 26 commercial structures, and damaged 65 “other” type structures; and there are at least another 113 structures threatened from the “Carr Fire” which is at 65% containment; and

**WHEREAS**, the Board of Supervisors recognizes that the circumstances that led to the July 26, 2018 local emergency proclamation continue to exist.

Resolution No. 2018 –  
August 21, 2018  
Page 2 of 2

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Supervisors of the County of Shasta continues the proclamation of a 'local emergency' by the Director of Emergency Services and proclaims and orders that said local emergency shall be deemed to continue to exist until its termination is proclaimed by the Board of Supervisors of the County of Shasta, State of California.

**BE IT FURTHER RESOLVED** that the Board of Supervisors shall review the need for continuing the local emergency at least once every 30 days until its termination is proclaimed by this Board.

**BE IT FURTHER RESOLVED** that the Board of Supervisors of the County of Shasta hereby Proclaims and Orders that during the existence of this local emergency, the powers, functions, and duties of the Director of Emergency Services and the emergency organization of this county shall be those prescribed by state law, ordinances, and resolutions of the County of Shasta and approved by the Board of Supervisors, and by the Shasta Operational Area Emergency Operations Plan, as approved by the Board of Supervisors.

**DULY PASSED AND ADOPTED** this 21st day of August, 2018, by the Board of Supervisors of the County of Shasta by the following vote:

AYES:  
NOES:  
ABSENT:  
ABSTAIN:  
RECUSE:

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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:** August 21, 2018

**CATEGORY:** Scheduled Hearings - Public Works-5.

**SUBJECT:**

CSA No. 25-Keswick Water – Fire Impacts and Fee Relief Urgency Ordinance

**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?
4/5 Vote	General Fund Impact

**RECOMMENDATION**

Take the following actions on behalf of County Service Area (CSA) No. 25-Keswick Water: (1) Conduct a public hearing to consider adopting an urgency ordinance which temporarily suspends service and late fees for CSA No. 25-Keswick Water; (2) close the public hearing; and (3) introduce, waive the reading of, and enact an Urgency Ordinance of the Board of Supervisors of the County of Shasta, County Service Area No. 25-Keswick Water, Temporarily Suspending Charges and Fees for Water and Related Services.

**SUMMARY**

Temporary relief from some fees are proposed for CSA No. 25-Keswick Water.

**DISCUSSION**

County Service Area (CSA) No. 25-Keswick Water has 209 customers. The Carr Fire has destroyed most of the buildings and displaced residents. The properties will be cleaned up and most of these homes will be rebuilt. The water system will be there to support that renewal. In the meantime, staff proposes to shift all affected properties to vacation status, the lowest fee category per the effective rate ordinance. Relief is also proposed for certain late fees and other miscellaneous charges. These steps will adversely impact CSA finances which are already in deficit. Disaster reimbursement has been sought and it is anticipated that some expenditures to date will be reimbursable.

**ALTERNATIVES**

The Board may decline to suspend parts of the fee ordinance. Fees would remain as stipulated in the current ordinance.

**OTHER AGENCY INVOLVEMENT**

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

**FINANCING**

The CSA No. 25-Keswick Water Administration fund is currently in a negative cash position. Disaster reimbursement may offset some expenditures to date. Future water revenue will be impacted until the customer base is rebuilt. Operational costs will not decrease proportionately. Potential General Fund impact is unknown at this time.

**ATTACHMENTS:**

Description	Upload Date	Description
CSA 25-Keswick Urgency Ordinance	8/16/2018	CSA 25-Keswick Urgency Ordinance

**ORDINANCE NO.**

**AN URGENCY ORDINANCE OF THE BOARD OF SUPERVISORS  
OF THE COUNTY OF SHASTA,  
COUNTY SERVICE AREA NO. 25–KESWICK WATER,  
TEMPORARILY SUSPENDING CHARGES AND FEES  
FOR WATER AND RELATED SERVICES**

**WHEREAS**, on August 15, 2017, the Board of Supervisors adopted Ordinance No. 729 establishing fees for various services in County Service Area No. 25-Keswick Water; and

**WHEREAS**, on July 26, 2018 and July 27, 2018, the Carr Fire swept through the community of Keswick; and

**WHEREAS**, on July 30, 2018, the Board of Supervisors adopted a resolution proclaiming a local emergency due to the Carr Fire; and

**WHEREAS**, on August 9, 2018 and August 15, 2018, notice describing the proposed fees and charges for services was published in the Redding Record Searchlight, a newspaper of general publication in the County of Shasta, as provided in California Government Code § 66018; and

**WHEREAS**, on August 14, 2018, the Board of Supervisors adopted an urgency ordinance establishing the dangers and methods of abatement of potentially toxic ash and other hazardous substances; and

**WHEREAS**, on August 21, 2018, a public hearing was held regarding the proposed fees and charges to be suspended for services provided customers in County Service Area No. 25-Keswick Water.

**Now therefore, the Board of Supervisors of the County of Shasta hereby and ordains as follows in County Service Area No. 25 – Keswick Water:**

**Section 1. Emergency Findings**

This urgency ordinance is adopted pursuant to California Government Code Section 25123(d) and 25131 and shall take effect immediately upon its approval by at least four-fifths vote of the Board of Supervisors. The Board finds that this ordinance is necessary for the immediate preservation of the public peace, health and safety, based upon the following facts:

- (1) A large number of residential and commercial structures burned in County Service Area No. 25-Keswick Water during the Carr Fire.
- (2) Water is essential for the reduction of exposure to potentially toxic ash and other hazardous substances.
- (3) Existence of a viable water supply is essential to rebuilding lost structures and future fire protection.

Ordinance No.  
\_\_\_\_\_, 2018  
Page 2 of 2

- (4) It is essential that this ordinance become immediately effective in order to mitigate the harm that could be caused to the public health and safety and for the orderly, safe redevelopment of the community of Keswick.

**Section 2. Fee Holiday**

**Late Fees:** Late fees for May-June 2018 water use in County Service Area No. 25-Keswick Water are suspended.

**Conversion of Service – Vacation:**

- (1) Conversion and restoration fees shall be suspended for establishing or removing vacation status for accounts on properties with destroyed or uninhabitable dwellings or businesses.
- (2) The nine month minimum vacation period on properties with destroyed or uninhabitable dwellings or businesses shall be suspended.

**Section 3.** This ordinance amends and supplements those portions any prior ordinance or resolution setting water rate fees for County Service Area No. 25-Keswick Water.

**Section 4.** This ordinance shall be and the same is hereby declared to be in full force and effect immediately upon its passage by a four-fifths (4/5) or greater vote. The Clerk shall cause this ordinance to be published as required by law.

**DULY PASSED AND ADOPTED** this \_\_\_\_ day of \_\_\_\_\_, 2018 by the Board of Supervisors of the County of Shasta, State of California, County Service Area No. 25-Keswick Water by the following vote:

AYES:  
NOES:  
ABSENT:  
ABSTAIN:  
RECUSE:

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

ATTEST:

LAWRENCE G. LEES  
Clerk of the Board of Supervisors

Ordinance No.  
\_\_\_\_\_, 2018  
Page 3 of 2

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