



SHASTA COUNTY

BOARD OF SUPERVISORS

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

AGENDA

REGULAR MEETING OF THE BOARD OF SUPERVISORS

Tuesday, October 2, 2018, 9:00 AM

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

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

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

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

CALL TO ORDER

Invocation: Pastor Murray Miller, Seventh-Day Adventist Church

Pledge of Allegiance: Supervisor Morgan

REGULAR CALENDAR

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

BOARD MATTERS

R 1 Board Matters

Adopt a resolution which recognizes Shasta County Health and Human Services Agency, Clinical Program Coordinator, Brian Abbott as Shasta County's Employee of the Month for October 2018.

No Additional General Fund Impact

Simple Majority Vote

R 2 Board Matters

Adopt a proclamation which designates October 2018 as "Dyslexia Awareness Month" in Shasta County.

No General Fund Impact

Simple Majority Vote

R 3 Board Matters

Adopt a proclamation which designates October 7-13, 2018, as "Fire Prevention Week" in Shasta County.

No Additional General Fund Impact

Simple Majority Vote

PRESENTATIONS

R 4 Presentation

Receive a presentation from Darla Bandsma regarding support received for Rocky Point Charter School students affected by the Carr Fire.

No General Fund Impact

No Vote

PUBLIC COMMENT PERIOD - OPEN TIME

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

CONSENT CALENDAR

The following Consent Calendar items are expected to be routine and non-controversial. They

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

GENERAL GOVERNMENT

C 1 Clerk of the Board

Approve the minutes of the meeting held on September 18, 2018, as submitted.

No General Fund Impact

Simple Majority Vote

C 2 Clerk of the Board

As introduced on September 18, 2018, adopt an ordinance enacting Chapter 16.10, Regulations for Limited Density Owner-Built Rural Dwellings, of the Shasta County Code.

No Additional General Fund Impact

Simple Majority Vote

C 3 Clerk of the Board

Appoint Gary Mitchell to the Millville Masonic and Odd Fellows Cemetery District Board of Trustees for an unexpired term to March 31, 2020.

No General Fund Impact

Simple Majority Vote

C 4 County Clerk/Elections

Approve the appointments in-lieu of election for 34 board of directors candidates and six vacant offices in 19 special districts as listed on the Certified List of Qualified Special District Candidates.

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 Cascades Management, Inc., dba Ridgeview Residential Care Home in an amount not to exceed \$2,014,800 to provide adult residential care home services 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

Approve and authorize the Chairman to sign a retroactive renewal agreement with Kathaleen Waltz, dba LeBrun Adult Residential Care Facility in an amount not to exceed \$750,000 to provide enhanced residential care home services for the period July 1, 2018 through June 30, 2021.

No Additional General Fund Impact

Simple Majority Vote

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

Approve and authorize the Chairman to sign a retroactive renewal Memorandum of Understanding with Partnership HealthPlan of California with no compensation to coordinate Medi-Cal managed care in Shasta County for the period June 1, 2018 through June 30, 2023.

No Additional General Fund Impact Simple Majority Vote

C 8 Health and Human Services Agency-Regional Services

Adopt a resolution which: (1) Repeals Resolution 2018-065; (2) approves the Health and Human Services Agency (HHS) – Regional Services Branch to submit and the HHS Director Donnell Ewert, or the Regional Services Branch Director, Melissa Janulewicz, to sign the grant application in the amount of \$200,000 to provide Homeless Prevention and Rapid Rehousing assistance to homeless individuals and families in Shasta County for the period March 1, 2019 through July 31, 2021; and (3) approves and authorizes the Chairman of the Board of Supervisors or the Vice Chairman of the Shasta County Board of Supervisors to sign and date the grant agreement, any subsequent amendments, and any other documents related to the agreement.

No Additional General Fund Impact Simple Majority Vote

C 9 Housing and Community Action Programs

Take the following actions: (1) Approve and authorize the Chairman to sign Amendment Number 2 to the Standard Agreement with the California Department of Community Services and Development (CSD) for Community Services Block Grant (CSBG) funding which increases funding by \$40,000 (for a new total of \$377,945) for the purpose of providing services to persons living in poverty and retain the term January 1, 2018 through May 31, 2019; (2) authorize the Director of the Department of Housing and Community Actions Programs (Director) to sign all required CSBG program reports and budgets, including the Certification Regarding Lobbying; (3) authorize the Director to sign additional amendments to increase compensation to a total amount not to exceed \$500,000, so long as they do not change the original intent of the agreement and otherwise comply with Administrative Policy 6-101, *Shasta County Contracts Manual*; and (4) authorize and direct the Director to act on behalf of the County in all matters pertaining to this agreement.

No Additional General Fund Impact Simple Majority Vote

LAW AND JUSTICE

C 10 Probation

Take the following actions: (1) Approve and authorize the Chairman to sign a retroactive revenue agreement with Gateway Unified School District in an amount not to exceed \$112,000 to provide a Juvenile Prevention Officer for the period August 10, 2018 through June 30, 2019; (2) adopt a salary resolution, effective October 14, 2018, amending the Shasta County Position Allocation List to add 1.0

Full Time Equivalent Deputy Probation Officer III to the Probation budget; and (3) approve a budget amendment increasing appropriations and revenue by \$112,000 in the Fiscal Year 2018-19 Probation budget.

No Additional General Fund Impact 4/5 Vote

C 11 Probation

Approve and authorize: (1) The Chairman to sign an evergreen subscription agreement, effective upon the date the service is activated, with Visual Computer Solutions, Inc. (VCS) for the annual cost of \$2,475 and a one-time training package cost of \$2,500 (for a total year one cost of \$4,975) for a Correctional Officer Scheduling System; and (2) the County Executive Officer or his designee to sign future amendments, including retroactive, to the subscription agreement so long as the annual compensation to VCS does not exceed \$50,000, the documents are in substantially similar form to these documents, and the documents are processed through County Counsel, Risk Management, and County Information Technology.

No Additional General Fund Impact Simple Majority Vote

C 12 Sheriff

Adopt a resolution which recognizes that the circumstances and factors that led to the September 11, 2018 ratification of a local emergency proclamation due to the wildland fire identified as the "Delta Fire" have not been resolved and that there is a need for continuation of the local emergency proclamation.

General Fund Impact Simple Majority Vote

C 13 Sheriff

Approve and authorize the Chairman to sign a retroactive amendment, effective July 1, 2018, to the lease agreement with Peloria Bridge Bay LLC, extending the term by six months to December 31, 2018, reflecting the correct ownership, and setting the rent for the extended term at \$2,268.79 per month.

No Additional General Fund Impact Simple Majority Vote

PUBLIC WORKS

C 14 Public Works

Approve and authorize the Public Works Director to sign a Notice of Completion for the "Benson Drive at Spring Creek Bridge Deck Replacement Project," Contract No. 704015, and record it within 15 days of actual completion of the work.

No General Fund Impact Simple Majority Vote

C 15 Public Works

Take the following actions regarding the "Guardrail Repair (Off-System Roadways) Project," Contract No. 704010 OFF-SYS: (1) Adopt a California

Environmental Quality Act (CEQA) determination of a Statutory Exemption, Section 15269 “Emergency Project”; (2) approve plans and specifications and direct the Public Works Director to advertise for the bids; and (3) authorize the opening of bids on or after October 26, 2018, at 11 a.m.

No General Fund Impact

Simple Majority Vote

C 16 Public Works

Take the following actions regarding the “Guardrail Repair (On-System Roadways) Project,” Contract No. 704010 ON-SYS: (1) Adopt a California Environmental Quality Act (CEQA) determination of a Statutory Exemption, Section 15269 “Emergency Project”; (2) approve plans and specifications and direct the Public Works Director to advertise for the bids; and (3) authorize the opening of bids on or after October 26, 2018, at 11 a.m.

No General Fund Impact

Simple Majority Vote

C 17 Public Works

Take the following actions regarding the “Soda Creek Road at Soda Creek Bridge Replacement Project,” Contract No. 705928: (1) Approve and authorize the Chairman to sign a Right of Way Contract with Shasta Cascade Timberlands LLC (0.19 acres at \$1,900) and a Temporary Construction Easement (0.39 acres at \$150); and (2) accept an Easement Deed conveying the project right-of-way parcel.

No General Fund Impact

Simple Majority Vote

C 18 Public Works

Take the following actions for the Sonora Trail Permanent Road Division (PRD) (Bella Vista area): (1) Receive the Petition for Addition of a Parcel to the Sonora Trail Permanent Road Division; (2) receive the Consent and Waiver to Assess Annual Parcel Charge; and (3) adopt a resolution amending the boundary of the PRD.

No General Fund Impact

Simple Majority Vote

C 19 Public Works

Approve and accept the Transit Asset Management (TAM) Plan prepared by the Redding Area Bus Authority (RABA) and concur with recommendations in the TAM Plan.

No General Fund Impact

Simple Majority Vote

RESOURCE MANAGEMENT

C 20 Resource Management

Approve a budget amendment increasing appropriations, offset by the use of fund balance, in each of the following budgets: (1) Building Division; (2) Planning Division; and (3) Environmental Health Division for the remaining TRAKiT software purchase.

General Fund Impact

4/5 Vote

OTHER DEPARTMENTS

C 21 County Service Area No. 1-County Fire

Adopt a resolution to approve and authorize the Chairman to sign an agreement with the California Department of Forestry and Fire Protection, in an amount not to exceed \$19,919 (including dollar for dollar County matching funds for a total of \$39,838) for the purchase of wildland fire and structural fire personal protective equipment for the period from the date of signing through June 30, 2019.

No Additional General Fund Impact

Simple Majority Vote

REGULAR CALENDAR, CONTINUED

GENERAL GOVERNMENT

R 5 Administrative Office

(1) Receive a legislative update and consider action on specific legislation related to Shasta County's legislative platform; (2) approve and authorize the Chairman to sign a letter in support of HR 6007 "*Restoring Access to Public Lands Act*" (LaMalfa); and (3) receive Supervisors' reports on countywide issues.

No General Fund Impact

Simple Majority Vote

R 6 Auditor-Controller

Administrative Office

Adopt a Policy resolution to revise Administrative Manual, Policy 2-501, *Shasta County Debt Management Policy*.

No General Fund Impact

Simple Majority Vote

PUBLIC WORKS

R 7 Public Works

County Service Area No. 25-Keswick Water

On behalf of County Service Area (CSA) No. 25-Keswick Water, direct the Public Works Director to enter into interconnection and annexation discussions with Shasta Community Services District.

General Fund Impact

Simple Majority Vote

R 8 Public Works

Take the following actions regarding the West Central Landfill Hydroseeding project: (1) Acknowledge the bid protest from Marina Landscape, Inc.; (2) reject the bid from Pronesti Environmental, Inc. as nonresponsive based on failure to meet the licensing requirements of the Notice to Bidders; and (3) award the contract for the "West Central Landfill Erosion Control Hydroseeding," Contract No. 207519, to the lowest responsive and responsible bidder, Marina Landscape, Inc., on a unit cost basis, in the amount of \$101,160.

No General Fund Impact

Simple Majority Vote

CLOSED SESSION ANNOUNCEMENT

R 9 The Board of Supervisors will recess to a Closed Session to discuss the following item (Est. 35 minutes):

CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION

(Government Code section 54956.9, subdivision (d), paragraph (1)):

Names of Cases: *Everett Jewett, et al. v. County of Shasta*
Kevin Kubisch v. County of Shasta

CONFERENCE WITH LABOR NEGOTIATORS

(Government Code section 54957.6):

Agency Negotiators: County Executive Officer Larry Lees
Personnel Director Angela Davis

Employee Organization: Shasta County Deputy Sheriffs' Association -
Deputy Sheriffs, Sergeant, and District Attorney Investigator Unit

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:
10/09/2018		Board of Supervisors Meeting Canceled	
10/11/2018	2:00 p.m.	Planning Commission Meeting	Board Chambers
10/16/2018	9:00 a.m.	Board of Supervisors Meeting	Board Chambers
10/23/2018	9:00 a.m.	Board of Supervisors Meeting	Board Chambers
10/30/2018		Board of Supervisors Meeting Canceled	
11/06/2018	8:30 a.m.	Air Pollution Control Board Meeting	Board Chambers
11/06/2018	9:00 a.m.	Board of Supervisors Meeting	Board Chambers

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

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

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

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

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

REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS

BOARD MEETING DATE: October 2, 2018

CATEGORY: BOARD MATTERS-1.

SUBJECT:

Shasta County Employee Recognition Program October 2018 Employee of the Month.

DEPARTMENT: Board Matters
Support Services-Personnel

Supervisory District No. : All

DEPARTMENT CONTACT: Alene Eddy, Executive Assistant-Conf. 530-225-5120

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

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

RECOMMENDATION

Adopt a resolution which recognizes Shasta County Health and Human Services Agency, Clinical Program Coordinator, Brian Abbott as Shasta County's Employee of the Month for October 2018.

SUMMARY

The Shasta County Employee Recognition Committee meets on a regular basis to screen nominees for the Employee of the Month Program. After reviewing nominations, the Employee Recognition Committee is recommending for Board recognition and approval, the Employee of the Month for October 2018.

DISCUSSION

Shasta County is fortunate to have many exemplary employees. On a daily basis, their dedication, integrity, creativity, and professionalism are called upon to maintain the high quality of local public services enjoyed by the citizens of Shasta County. Their jobs are becoming more challenging as public expectations of service and demands for increased efficiency escalate. In this environment, it is important that we recognize those employees who set the standard of excellence and dedication for the entire organization. Their contribution deserves the thanks and appreciation of the entire County family and the citizens of the community.

In this spirit, the Board is being asked to recognize the Employee of the Month who has been nominated by the Employee Recognition Committee. This nomination is based on a review of all nominations using the selection criteria provided for in the Employee Recognition Policy. It is the recommendation of the Employee Recognition Committee that Brian Abbott, Clinical Program Coordinator, Health and Human Services Agency be recognized as the October 2018 Employee of the Month.

Mr. Abbott is always looking to create new systems or better ways to serve the children and families receiving intensive treatment services. He brought training to our area that increased knowledge of staff regarding engaging families, which increased family's parenting ability and supported reunification.

Upon hearing of the need for a front end process, Mr. Abbott assisted in creating a pilot WRAP (Wraparound) program to serve families prior to child welfare involvement. The WRAP is a collaborative approach to care that encourages coordination across agencies, disciplines, and communities to enhance outcomes for children and families. The WRAP Pilot has assisted families in providing support, information, and treatment so they do not need to come into the foster care system and families can remain together.

Along with his normal duties, Mr. Abbott has taken on new assignments, staff, and programs that help meet the new regulatory requirements of Continuum of Care Reform. An example of a new initiative is Presumptive Transfer. Mr. Abbott worked as a participant of 3 to provide oversight, direction, and treatment of youth being transferred to Shasta County. He coordinated services and collaborated with the foster youth's team to ensure the treatment needs of each youth are being met.

Mr. Abbott strives to protect and improve the health and well-being of children and families every day.

ALTERNATIVES

No other alternatives are recommended.

OTHER AGENCY INVOLVEMENT

The Employees participating on the Employee Recognition Committee include: Jack Ball, Maintenance Supervisor; Ayla Tucker, Administrative Analyst I; Michael Conti, HHSA Program Manager; Mark Dudley, Correctional Officer-Deputy Sheriff; Captain Pat Kropholler, and Angela Davis, Director Support Services.

FINANCING

The cost of the Employee Recognition Program is nominal. There is no additional General Fund impact.

ATTACHMENTS:

Description	Upload Date	Description
Resolution - October 2018 EOM	9/18/2018	Resolution - October 2018 EOM

RESOLUTION NO. _____

**A RESOLUTION OF THE BOARD OF SUPERVISORS
OF THE COUNTY OF SHASTA
RECOGNIZING BRIAN ABBOTT, CLINICAL PROGRAM COORDINATOR
OF THE SHASTA COUNTY HEALTH AND HUMAN SERVICES AGENCY,
AS OCTOBER 2018 EMPLOYEE OF THE MONTH**

WHEREAS, the Shasta County Board of Supervisors has adopted the Shasta County Employee Recognition Program to identify exceptional employees who deserve to be recognized and honored for their contribution to County service; and

WHEREAS, such recognition is given to the employee meeting the criteria of the program, namely exceptional customer service, professionalism, high ethical standards, initiative, innovation, teamwork, productivity, and service as a role model for other public employees; and

WHEREAS, the Shasta County Employee Recognition Committee has considered all current nominations for the Shasta County Employee of the Month;

NOW, THEREFORE, BE IT RESOLVED that Brian Abbott, Clinical Program Coordinator of the Shasta County health and Human Services Agency, is hereby named Shasta County Employee of the Month for October 2018; and

BE IT FURTHER RESOLVED that Mr. Abbott is always looking to create new systems or better ways to serve the children and families receiving intensive treatment services. He brought training to our area that increased knowledge of staff regarding engaging families, which increased family's parenting ability and supported reunification.

Upon hearing of the need for a front end process, Mr. Abbott assisted in creating a pilot WRAP (Wraparound) program to serve families prior to child welfare involvement. The WRAP is a collaborative approach to care that encourages coordination across agencies, disciplines, and communities to enhance outcomes for children and families. The WRAP Pilot has assisted families in providing support, information, and treatment so they do not need to come into the foster care system and families can remain together.

Along with his normal duties, Mr. Abbott has taken on new assignments, staff, and programs that help meet the new regulatory requirements of Continuum of Care Reform. An example of a new initiative is Presumptive Transfer. Mr. Abbott worked as a participant to provide oversight, direction, and treatment of youth being transferred to Shasta County. He coordinated services and collaborated with the foster youth's team to ensure the treatment needs of each youth are being met.

DULY PASSED AND ADOPTED this 2nd day of October, 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: October 2, 2018

CATEGORY: BOARD MATTERS-2.

SUBJECT:

N/A

DEPARTMENT: Board Matters

Supervisory District No. : All

DEPARTMENT CONTACT: Mary Williams, Chief Deputy Clerk of the Board (530) 225-5550

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

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

RECOMMENDATION

Adopt a proclamation which designates October 2018 as "Dyslexia Awareness Month" in Shasta County.

SUMMARY

N/A

DISCUSSION

N/A

ALTERNATIVES

N/A

OTHER AGENCY INVOLVEMENT

N/A

FINANCING

N/A

ATTACHMENTS:

Description

Proclamation

Upload Date

9/27/2018

Description

Proclamation

Shasta County Board of Supervisors Proclamation

Dyslexia Awareness Month
October 2018

WHEREAS, Shasta County recognizes that our children are our most valuable resource, and we must provide opportunities to learn and grow; and

WHEREAS, the United States Department of Health defines dyslexia as an inheritable and highly prevalent language-based disability affecting one in five individuals; and

WHEREAS, dyslexia, meaning “difficulty with words,” constitutes one of several distinct learning disabilities and is characterized by challenges in processing language when decoding oral and written words; and

WHEREAS, the National Institute of Child Health and Human Development states that poor literacy is a national health problem with ramifications that can last a lifetime; and

WHEREAS, children with dyslexia, especially those who are not identified and are reading below grade level at the end of third grade, often experience difficulties resulting in underperformance in school and greater risk for failure and dropping out before completing high school; and

WHEREAS, with proper diagnosis, appropriate instruction, accommodations, access to assistive technologies, and support from families, educators, and friends, individuals with dyslexia can excel in school and employment; and

WHEREAS, each person who struggles to learn is unique and deserves every opportunity to fulfill his or her potential for a happy and productive life; and

WHEREAS, in an effort to assist parents, educators, and individuals, the International Dyslexia Association has designated October as Dyslexia Awareness Month;

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of the County of Shasta hereby proclaims October 2018 as *Dyslexia Awareness Month* in Shasta County and encourages all citizens to offer support to those affected by dyslexia and to recognize the dedicated efforts of those who are working to raise awareness and understanding of dyslexia.

Les Baugh, Chairman

October 2, 2018

Date

REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS

BOARD MEETING DATE: October 2, 2018

CATEGORY: BOARD MATTERS-3.

SUBJECT:

Adopt a proclamation which designates October 7-13, 2018 as “Fire Prevention Week” in Shasta County.

DEPARTMENT: Board Matters

Supervisory District No. : All

DEPARTMENT CONTACT: Cheryl Buliavac, Fire Prevention Specialist, (530) 225-2424

STAFF REPORT APPROVED BY: Mike Hebrard, Fire Warden

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

RECOMMENDATION

Adopt a proclamation which designates October 7-13, 2018, as "Fire Prevention Week" in Shasta County.

SUMMARY

This year the National Fire Prevention Week theme is “Look. Listen. Learn. Be aware – fire can happen anywhere.” This campaign works to educate about three basic but essential steps to take to reduce the likelihood of having a fire, and how to escape safely in the event of one. Additionally, the campaign urges people to protect their homes and families with life-saving technology and planning. Educating the residents of Shasta County about how to be aware of the fire hazards in and around where they live, as well as the benefits of working smoke alarms and escape plans, will help to mitigate and prevent fires, protecting residents and their families.

DISCUSSION

In 2017, there were an estimated 3,400 civilian deaths caused by fire nationally. Nearly all of these deaths could have been prevented by taking a few simple precautions like having working smoke alarms and a home fire escape plan, keeping things that can burn away from the stove, and always turning off space heaters before going to bed. Between 2014 and 2017 there were two residential fire civilian fatality in the Shasta County Fire response area. Fire is a dangerous opponent, but by anticipating the hazards, residents of Shasta County are much less likely to be one of the nearly 12,000 people injured in home fires each year.

The focus of Fire Prevention Week for 2018 is urge all the people of Shasta County to be aware of their

surroundings, look for available ways out in the event of a fire or other emergency, and respond when the smoke alarm sounds by exiting the building immediately. In a fire or other emergency, seconds can mean the difference between escaping safely or a tragic outcome.

While preventing home fires in Shasta County is always the number one priority of the Shasta County Fire Department, it is not always possible. In the last four years (2014-2017) there have been 134 structure fires resulting in over \$11 million dollars damage to structures within the County Fire Department jurisdiction. The residents of Shasta County can provide the best protection to keep their homes and families safe in the event of a fire. This can be achieved by developing an escape plan which is practiced regularly and equipping homes with life-saving technologies like smoke alarms and home fire sprinklers.

Shasta County Fire Prevention Officers will be visiting 15 area schools between October 7th and October 13th, teaching nearly 3,000 students about the importance of fire prevention. Declaring October 7th through the 13th, 2018 as Fire Prevention Week will provide residents of Shasta County with education and increased awareness of their responsibility to assure that their homes and families are protected from fire, and how to respond in the event of a fire or other emergency.

ALTERNATIVES

The Board may elect not to sign the proclamation declaring October 7-13, 2018 as “Fire Prevention Week.” The Board may direct the department to choose a different week as “Fire Prevention Week”.

OTHER AGENCY INVOLVEMENT

The County Administrative Office has reviewed this proclamation.

FINANCING

There is no additional General Fund impact associated with this recommendation. The Shasta County Fire Department activities associated with “Fire Prevention Week” have been included in the Department’s fiscal year 2018/2019 Approved Budget.

ATTACHMENTS:

Description	Upload Date	Description
Fire Prevention Week Proclamation	9/14/2018	Fire Prevention Week Proclamation

Shasta County Board of Supervisors' Proclamation

WHEREAS, Shasta County is committed to ensuring the safety and security of all those living in and visiting Shasta County; and

WHEREAS, fire is a serious public safety concern both locally and nationally, and homes are the locations where people are at greatest risk from fire; and

WHEREAS, Shasta County residents should identify places in their home where fires can start and eliminate those hazards; and

WHEREAS, Shasta County residents should install smoke alarms in every sleeping room, outside each separate sleeping area, and on every level of the home; and practice listening for the sound of the smoke alarm and when it sounds respond by going outside immediately to the designated meeting place; residents who have planned and practiced a home fire escape plan are more prepared and will therefore be more likely to survive a fire; and

WHEREAS, Shasta County's first responders are dedicated to reducing the occurrence of home fires and home fire injuries through prevention and protection education; and

WHEREAS, the 2018 Fire Prevention Week theme, "Look. Listen. Learn. Be aware – fire can happen anywhere™" effectively serves to remind us that we need to take personal steps to increase our safety from fire.

THEREFORE, The Shasta County Board of Supervisors do hereby proclaim October 7-13, 2018, as Fire Prevention Week throughout this county, and urge all the people of Shasta County to be aware of their surroundings, look for available ways out in the event of a fire or other emergency, respond when the smoke alarm sounds by exiting the building immediately, and to support the many public safety activities and efforts of Shasta County's fire and emergency services during Fire Prevention Week 2018.

REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS

BOARD MEETING DATE: October 2, 2018

CATEGORY: Consent - General Government-1.

SUBJECT:

Draft 9/18/18 minutes.

DEPARTMENT: Clerk of the Board

Supervisory District No. : ALL

DEPARTMENT CONTACT: Kristin Gulling-Smith, Administrative Board Clerk, 225-5550

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

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

RECOMMENDATION

Approve the minutes of the meeting held on September 18, 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

Draft 9/18/18 Minutes

Upload Date

9/20/2018

Description

Draft 9/18/18 Minutes

September 18, 2018

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SHASTA COUNTY BOARD OF SUPERVISORS

Tuesday, September 18, 2018

REGULAR MEETING

9:01 a.m.: Chairman Baugh called the Regular Session of the Board of Supervisors to order on the above date with the following present:

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

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

INVOCATION

Invocation was given by Chairman Les Baugh.

PLEDGE OF ALLEGIANCE

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

REGULAR CALENDAR

BOARD MATTERS

PROCLAMATION: CONSTITUTION WEEK
SEPTEMBER 16-22, 2018

At the recommendation of Supervisor Kehoe, with the Daughters of the American Revolution, and by motion made, seconded (Kehoe/Morgan), and unanimously carried, the Board of Supervisors adopted a proclamation which designates September 16-22, 2018, as "Constitution Week" in Shasta County. Cathy Scott of the Daughters of the American Revolution was present to receive the proclamation.

**PROCLAMATION: DAY OF REMEMBRANCE FOR MURDER VICTIMS
SEPTEMBER 25, 2018**

At the recommendation of District Attorney Stephanie Bridgett, by motion made, seconded (Morgan/Kehoe), and unanimously carried, the Board of Supervisors adopted a proclamation designating September 25, 2018, as a "Day of Remembrance for Murder Victims" in Shasta County. District Attorney (DA) Stephanie Bridgett was present to receive the proclamation.

Ms. Bridgett described the work done by the DA's office on homicide cases in Shasta County. Ms. Bridgett stated that the DA's office will publish a web page on September 25, 2018, to honor and remember victims of homicide.

In response to questions from Supervisor Rickert, Ms. Bridgett stated that homicide cases within the county are related to a variety of crimes.

PRESENTATIONS

TROUT UNLIMITED PUBLIC LANDS PROGRAM

Sam Sedillo, California Public Lands Coordinator for Trout Unlimited, and Michael Caranci, Chapter President of the local Trout Unlimited Shasta-Trinity-Cascades Chapter, gave a presentation regarding Trout Unlimited's Public Lands program and presence in Shasta County.

In response to questions from Supervisor Rickert, Mr. Sedillo described the process that Trout Unlimited uses to give funding to fight illegal marijuana grows.

In response to questions from Supervisor Kehoe, Mr. Sedillo stated that anyone interested in becoming part of Trout Unlimited can visit tu.org to become part of the program.

PUBLIC COMMENT PERIOD - OPEN TIME

Laura Burch, Director of Housing and Community Action Agency, stated that there is a Housing Survey on the Shasta County website for Carr Fire victims and survivors, to determine

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unmet needs. It is available from the main page of the Shasta County website and is anonymous. If someone would prefer a paper copy, they can receive one at the Housing and Community Action Agency office. Ms. Burch also stated that people need to apply for FEMA assistance by October 4, 2018, either at the FEMA office in the old K-Mart building or on the fema.gov website.

Monique Welin spoke regarding societal concerns.

Vickie Wolf spoke regarding community efforts with rebuilding from the Carr Fire.

ITEMS PULLED FROM CONSENT CALENDAR

Chairman Baugh noted that the Probation item regarding an agreement with Gateway Unified School District had been pulled from the agenda.

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 County Executive Officer to sign any documents required to apply for grant funding under the Hazard Mitigation Grant Program (HMGP). (Administrative Office)

Adopted Resolution No. 2018-086 which approves the Fiscal Year 2018/2019 Countywide Tax Rate, Unitary Debt Service Rate, and the tax rates for bond sinking funds, voter-approved debt, and tax overrides. (Auditor-Controller)

Adopted Policy Resolution No. 2018-01 which amends Administrative Policy 8-103, *Fleet Management Program*, to update procedures. (Auditor-Controller, Administrative Office)
(See Policy Resolution Book)

Appointed Kathy Barry to the Shasta Children and Families Commission for an unexpired term to January 2019. (Clerk of the Board)

Approved the minutes of the meeting held on September 11, 2018, as submitted. (Clerk of the Board)

Took the following actions: Authorized the Chairman to sign, and the Health and Human Services Agency (HHSa) to submit, a letter of interest to the California Department of Health Care Services (DHCS) accepting a one-time \$200,000 allocation for Homeless Mentally Ill

Outreach and Treatment (HMIOT) services; adopted Resolution No. 2018-087 which designates the HHSA Director as the single point of contact to DHCS for HMIOT funding and authorizes participation in the HMIOT program; and approved a budget amendment increasing appropriations and revenue by \$200,000 in the HHSA-Mental Health budget to accept the funding. (Health and Human Services Agency-Adult Services)

(See Resolution Book No. 61)

Approved and authorized the Chairman to sign a retroactive renewal agreement with Northern Valley Catholic Social Service, Inc., in an amount not to exceed \$2,169,196 to provide youth specialty mental health services for the period July 1, 2018, through June 30, 2020. (Health and Human Services Agency-Children's Services)

Adopted Resolution No. 2018-088 which: Authorizes the Housing and Community Action Programs department to submit an application to the California Department of Housing and Community Development (HCD) for California Emergency Solutions and Housing Program (CESH) funds in an amount not to exceed \$857,130 for rental assistance, homeless prevention, street outreach services, and systems support activities for the period January 1, 2019, through December 31, 2023; approves and authorizes the Director of Housing and Community Action Programs to sign and submit the application, and other application documents, including retroactive; states funds will be expended in compliance with applicable state, federal, and other relevant statutes regarding the CESH program; and approves and authorizes the Chairman or Vice Chairman to sign the grant agreement and subsequent amendments, and other documents related to the CESH award. (Housing and Community Action Programs)

(See Resolution Book No. 61)

Approved and authorized the Public Works Director to sign a Notice of Completion for the "Junction School ATP Project," Contract No. 702985, and record it within 15 days of actual completion. (Public Works)

Took the following actions on behalf of County Service Area (CSA) No. 2-Sugarloaf Water: Adopted Resolution No. 2018-089 which: accepts emergency grant funding in the amount of \$68,000 from the State Water Resources Control Board to haul water to CSA No. 2-Sugarloaf Water; and designates the Public Works Director, or his/her designee, as the "Authorized Representative" to comply with the grant provisions and complete related documents; and approved a budget amendment increasing appropriations and revenue by \$68,000 in the CSA No. 2-Sugarloaf Water Admin budget for the grant. (Public Works; County Service Area No. 2-Sugarloaf Water)

(See Resolution Book No. 61)

Took the following actions regarding the purchase of Self Contained Breathing Apparatus (SCBA) equipment: Approved a budget amendment increasing appropriations by \$170,263 offset with use of fund balance; and approved the award and authorized the purchase of new SCBA equipment to All Star Fire Equipment, Inc., under the California Department of General Services (DGS) contract in the amount of \$567,484.12. (County Service Area No. 1-County Fire)

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REGULAR CALENDAR, CONTINUED

GENERAL GOVERNMENT

ADMINISTRATIVE OFFICE/BOARD OF SUPERVISORS

LEGISLATIVE UPDATE/SUPERVISORS' REPORTS

County Executive Officer (CEO) Larry Lees stated that he sent a letter to Mark Ghilarducci, Director of the California Office of Emergency Services, requesting that victims of the Delta Fire be included with the restoration efforts for victims of the Carr Fire.

Supervisors reported on issues of countywide interest.

HEALTH AND HUMAN SERVICES

**EMPLOYMENT AGREEMENT: KAREN C. RAMSTROM, D.O., M.S.P.H.
SHASTA COUNTY HEALTH OFFICER**

Terri Fields-Hosler, Director of the Public Health Branch of the Health and Human Services Agency, presented the staff report and recommended approval.

By motion made, seconded (Kehoe/Rickert), and unanimously carried, the Board of Supervisors approved and authorized the Chairman to sign an evergreen employment agreement with Karen C. Ramstrom, D.O., M.S.P.H., to appoint Dr. Ramstrom as the Shasta County Health Officer effective October 14, 2018, and to establish Dr. Ramstrom's compensation at the E-Step salary range (\$101.633 per hour/\$17,616 per month).

LAW AND JUSTICE

SHERIFF

**LOCAL EMERGENCY CONTINUATION DUE TO CARR FIRE
RESOLUTION NO. 2018-090**

Lieutenant Anthony Bertain, Director of the Shasta County Sheriff's Office of Emergency Services, presented the staff report and recommended approval.

By motion made, seconded (Morgan/Rickert), and unanimously carried, the Board of Supervisors adopted Resolution No. 2018-090 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.

CEO Lees stated that Bryan Branson had intended to ask what actions were being taken to include victims of the Delta Fire in the provisions of the Carr Fire. CEO Lees explained that the Delta Fire is a separate incident from the Carr Fire and it has not attained the required levels to receive state aid. However, CEO Lees has made a special request to state authorities to include the Delta Fire victims within the Carr Fire recovery efforts.

RESOURCE MANAGEMENT

SHASTA COUNTY CODE CHAPTER 16.10

REGULATIONS FOR LIMITED DENSITY OWNER-BUILT RURAL DWELLINGS

ORDINANCE NO. SCC 2018-03

Paul Hellman, Director of Resource Management, presented the staff report and recommended approval.

In response to questions from Supervisor Baugh, Mr. Hellman stated that exterior building materials must be to current building standards, not the 1997 standards. CEO Lees stated that the ordinance does not specifically address fire clearance standards, but there is an ordinance coming before the Board at a later date that addresses these concerns.

In response to further questions from Supervisor Baugh, Mr. Hellman stated that the Board of Supervisors adopted the state standards for sanitation, at the least restrictive levels. CEO Lees stated that the county does not have the legal ability to be flexible on all building standards. County Counsel Rubin Cruse, Jr. stated that when the Board adopted the state requirements for sanitation, they took steps to adopt a local program that meets the requirements but provides flexibility; however, the County cannot go below those standards, as they are the minimum. Counsel Cruse stated that County Counsel will consult with Environmental Health to review how the sanitation standards are affecting people who are rebuilding due to the fires.

In response to other questions from Supervisor Baugh, Chief Mike Hebrard, Shasta County Fire Warden, explained that, for homes with limited water supplies, owners can install a tank to meet the necessary sprinkler standards. He gave examples of theoretical costs but cautioned that specific costs vary on an individual basis.

In response to questions from Supervisor Kehoe, Mr. Hellman clarified the ordinance's reference to use of plans approved by a certified architect, stating that if the plans were approved

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on or after January 1, 1998, they can be submitted for review to ensure they meet other required standards, such as sprinklers, but can otherwise be used as previously approved. He stated that he is not anticipating this review to be a lengthy process, but should have a quick turnaround time for fire victims.

In response to questions from Supervisor Baugh, Pat Minturn, Director of Public Works, stated that County Service Area No. 25-Keswick has very good water pressure and should be able to meet the required water pressure/timing requirements without necessitating additional installations, although some lateral lines or meters may need to be replaced. Mr. Minturn further stated that it difficult to estimate individual homeowners' costs, as lines vary quite a bit, but it would be in the thousands of dollars, although less than having to install a standalone independent system. CEO Lees explained that the intention is not to price people out of rebuilding and that the ordinance will be flexible, to allow any changes required in the future.

CEO Lees clarified that this ordinance applies to the areas affected specifically by the Carr Fire. Action for the areas affected by the Hirz and Delta Fires will come back to the Board as necessary.

By motion made, seconded (Kehoe/Morgan), and unanimously carried, the Board of Supervisors took the following actions: Found that adoption of the ordinance is exempt from the provisions of the California Environmental Quality Act (CEQA) pursuant to the exemptions stated in the ordinance; and introduced and waived the reading of an ordinance, enacting Chapter 16.10, Regulations for Limited Density Owner-Built Rural Dwellings, of the Shasta County Code.

(See County Code Ordinance Book)

SCHEDULED HEARINGS

PUBLIC WORKS

COUNTY SERVICE AREA NO. 8-PALO CEDRO **ORDINANCE NO. 745**

This was the time set aside to consider increasing the bi-monthly water and sewer rates for County Service Area No. 8-Palo Cedro (CSA No. 8). Public Works Director Pat Minturn presented the staff report and requested approval of the staff recommendation. The Notice of Public Hearing and Notice of Publication are on file with the Clerk of the Board.

In response to questions from Supervisor Morgan, Mr. Minturn stated that the replacement cost for the underground fuel tank and other equipment in the CSA would probably be several million dollars, but that all equipment was currently functioning well and would not need to be

replaced. The currently proposed rate increase would restore reserve money, covering potential emergencies, although a larger emergency would probably require a public bond. Mr. Minturn explained that the CSA has one well, which is fairly large for the small number of customers served, although it has sustained some wear and tear due to necessary cycling for possible fire readiness.

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

Administrative Board Clerk Kristin Gulling-Smith announced that the Clerk of the Board received one protest ballot, which did not constitute a majority protest.

By motion made, seconded (Kehoe/Rickert), and unanimously carried, the Board of Supervisors took the following actions on behalf of County Service Area (CSA) No. 8-Palo Cedro Sewer and Water: Directed the Clerk of the Board to tabulate written protests from property owners and tenants within CSA No. 8-Palo Cedro and report back to the Board with the results; in the absence of a majority protest, introduced, waived the reading of, and enacted Ordinance No. 745 of the Board of Supervisors of the County of Shasta, County Service Area No. 8-Palo Cedro Sewer and Water, Repealing Ordinance No. 633 and Setting Forth the Charges, Rates, and Fees for Sewer, Water, and Related Services; and repealed Ordinance No. 633.

(See General Ordinance Book)

RESOURCE MANAGEMENT

David Schlegel, Associate Planner, and Paul Hellman, Director of Resource Management, gave an overall presentation of the rezoning items.

10:29 a.m.: The Board of Supervisors recessed.

10:39 a.m.: The Board of Supervisors reconvened.

Mr. Hellman explained the time and resources necessary to find new areas to fulfill the state-mandated zoning requirements due to changes in the areas originally identified for rezoning. He also stated the intent of the Department of Resource Management to work with all affected property owners for proposed zoning amendments in the future.

Supervisor Baugh announced that the Board of Supervisors had just received paperwork containing recommendations for approval of the proposed rezoning items from Legal Services of Northern California.

STATE ROUTE 299/OLD OREGON TRAIL

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GENERAL PLAN AMENDMENT GPA18-0001
ZONING AMENDMENT 18-0002

This was the time set aside to consider General Plan and Zoning amendments regarding property in the unincorporated area of Shasta County east of and adjoining the City of Redding in the northwest quadrant of the State Route 299/Old Oregon Trail interchanges area (Assessor Parcel Numbers 076-070-012, 076-070-016, 076-100-018, 076-060-018 (portion), and 076-100-011). Kim Hunter, Planning Division Director, presented the staff report and requested approval of the staff recommendation. The Notice of Public Hearing and Notice of Publication are on file with the Clerk of the Board.

In response to questions from Supervisor Kehoe, Counsel Cruse stated that the court has issued an order that the County must have its Housing Element brought into compliance within a particular statutory time period; if that does not happen, the court could potentially issue orders that would essentially preclude all further development within Shasta County until the Housing Element is adopted, which could include building and/or use permits. If the order is not met, Legal Services of Northern California, which brought the lawsuit against the County regarding its Housing Element, could seek such relief as it sees fit and the court could then issue that type of order.

In response to further questions from Supervisor Kehoe, Counsel Cruse confirmed that building in the unincorporated areas of Shasta County could come to a standstill.

In response to questions from Supervisor Kehoe, Dan Cucchi, outside counsel from Abbott & Kindermann, stated that it would be possible to purchase housing credits from incorporated areas within the County, but it would require full negotiation with other local agencies such as the City of Redding. Given the timelines with which the County is operating, that is not a viable option at this time, but may be something to look into in the future. CEO Lees added that the County has been working with the City of Redding, as they are under the same state mandates, to be able to receive or share credit for zoning areas that are likely to be incorporated into the city in the future.

In response to questions from Supervisor Rickert, CEO Lees stated that the area in question for the current item is across the street from Shasta College, beside the LDS Institute of Religion, a privately-owned building.

In response to questions from Supervisor Morgan, CEO Lees stated that the timeline as to when land must be available for low-cost housing was 2014; the County missed the original deadline, which led to the current legal issues. Counsel Cruse stated that it would be very difficult to obtain any additional extensions and explained the timelines and requirements for adopting the Housing Element, as set by the court. He stated that any consequences for not meeting the deadline are up to the court and if it got to that point, those consequences could impact those people who are rebuilding after the local fires. Counsel Cruse also reminded the Board that there is no requirement in the Housing Element that any building happen, just that the property be zoned so that it is available for future development, which would be market-driven.

The public hearing was opened.

Clay Ross, Superintendent of Columbia Elementary School, clarified with the Board that these rezoning amendments are only for the unincorporated areas of the county, and stated that he has concerns with the capacity of the school district in which this area lies. He also suggested another area of land within his district that may be available for rezoning.

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

CEO Lees clarified that the county does not have authority to waive impact fees designed for school districts or Community Service Districts. Supervisor Baugh also clarified that the County is not considering an actual construction project at this time.

By motion made, seconded (Kehoe/Rickert), and unanimously carried, the Board of Supervisors took the following actions regarding property in the unincorporated area of Shasta County east of and adjoining the City of Redding in the northwest quadrant of the State Route 299/Old Oregon Trail interchanges area (Assessor Parcel Numbers 076-070-012, 076-070-016, 076-100-018, 076-060-018 (portion), and 076-100-011): Adopted Resolution No. 2018-091: finding that GPA18-0001 is not subject to the California Environmental Quality Act (CEQA) in accordance with the provisions of Government Code section 65759, approving GPA18-0001 to amend the land use designations on 47.9 acres of property from Commercial (C) and Suburban Residential (SR) to Urban Residential-25 dwelling units per acre (UR(25)); found that Zoning Amendment (ZA) 18-0002 is not subject to CEQA in accordance with the provisions of Government Code section 65759; and introduced, waived the reading of, and enacted Ordinance No. 378-2047 ZA18-0002 rezoning 33.3 acres of property from Interim Rural Residential (IR), Commercial Light Industrial (C-M), and Community Commercial (C-2) to Multiple-Family Residential-25 dwelling units per acre (R-3-25) and Open Space (OS).

(See Resolution Book No. 61)

(See Zoning Ordinance Book)

OLD OASIS ROAD
GENERAL PLAN AMENDMENT GPA18-0002
ZONING AMENDMENT 18-0003

This was the time set aside to consider General Plan and Zoning amendments regarding property in the unincorporated area of Shasta County north of and adjoining the City of Redding in the area of Old Oasis Road (portion of Assessor Parcel Number 073-010-006). Kim Hunter, Director of the Planning Division, presented the staff report and requested approval of the staff recommendation. The Notice of Public Hearing and Notice of Publication are on file with the Clerk of the Board.

The public hearing was opened.

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Meredith Parks and Mose Parazelo spoke regarding concerns with possible flooding in and around the proposed area.

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

Ms. Hunter explained that the proposed sites were chosen carefully due to the topography, and that any development will have to meet environmental standards. A storm water drainage project is already in the works for part of the area, and proper drainage was a major concern when choosing the sites.

In response to questions from Supervisor Kehoe, Ms. Hunter gave a strong assurance that current property owners will be protected from future flooding potentially caused by development by making sure that there is a strong and well-designed system for storm water drainage, which is already in the works. She stated that there have been many discussions about this with the current property owner, and that an Environmental Assessment Report prepared for the site includes this information.

In response to questions from Supervisor Morgan, Ms. Hunter stated that Buckeye Creek is the only formally recognized, named creek in the area, although there are many unnamed drainages. The Planning Division has identified designated avoidance areas due to topography and drainage concerns, and any developer who builds at this site will be responsible for ensuring correct drainage. She also stated that the current property owner would like to develop the site in the future and has worked with Resource Management on the rezoning proposal on a voluntary basis.

In response to questions from Supervisor Rickert, Ms. Hunter stated that she is unsure where Buckeye Creek empties into, although it may be Churn Creek. Ms. Hunter also stated that there is no current timeline for development of this site by a developer. CEO Lees stated that no developer has submitted plans for development at this time, so no consideration of theoretical plans is necessary.

By motion made, seconded (Morgan/Rickert), and unanimously carried, the Board of Supervisors took the following actions regarding property in the unincorporated area of Shasta County north of and adjoining the City of Redding in the area of Old Oasis Road (portion of Assessor Parcel Number 073-010-006): Adopted Resolution No. 2018-092: finding that GPA18-0002 is not subject to the California Environmental Quality Act (CEQA) in accordance with the provisions of Government Code section 65759; approving GPA18-0002 to amend the land use designation on 51.9 acres of property from Suburban Residential (SR) to Urban Residential-25 dwelling units per acre (UR(25)) and Urban Residential (UR); found that Zoning Amendment (ZA) 18-0003 is not subject to CEQA in accordance with the provisions of Government Code section 65759; and introduced, waived the reading of, and enacted Ordinance No. 378-2048 ZA18-0003 rezoning 51.9 acres of property from Interim Rural Residential (IR) and Designated Floodway (F-1) to Multiple-Family Residential-25 dwelling units per acre (R-3-25),

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Multiple-Family Residential–10 dwelling units per acre (R-3-10), Open Space (OS), and Designated Floodway (F-1).

(See Resolution Book No. 61)

(See Zoning Ordinance Book)

PALO CEDRO

GENERAL PLAN AMENDMENT GPA18-0003

ZONING AMENDMENT 18-0004

This was the time set aside to consider General Plan and Zoning regarding property in the unincorporated area of Shasta County in the Palo Cedro Town Center south of State Route 44 and west of Deschutes Road (Assessor Parcel Number 059-360-019). Kim Hunter, Director of the Planning Division, presented the staff report and noted that the Department of Resource Management had withdrawn its recommendation to approve the amendments, following comments and input received from numerous sources after the Planning Commission meeting on August 23, 2018. The Notice of Public Hearing and Notice of Publication are on file with the Clerk of the Board.

The public hearing was opened.

Dan Roberts, Dan Nordstrom, Susan McGrath, Jackie Park Burris, Kelly Bartaldo, David Coxey, Jennifer Coxey, Barbara Crain, Larry Winton, Glenn Hastings, Eleanor Townsend, Kimberly Hess, Liz Machado, Josh Hage, Kelly Lindblom, Hope Bjerke, Jason Salter, Melissa Campbell, Vickie Wolf, Corkey Harmon, James Griffith, Pam Power, Mary McIntyre, Phil Norton, David Ford, Henry “Hank” Slowik, Laura Porzio, Sue Horkey, Tiffany Martinez, Diane Franzoia, and Rachel Meier spoke against the project.

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

By motion made, seconded (Rickert/Kehoe), and unanimously carried, the Board of Supervisors denied the proposed General Plan Amendment and Zoning Amendment regarding 51.9 acres of property in the unincorporated area of Shasta County in the Palo Cedro Town Center south of State Route 44 and west of Deschutes Road (Assessor Parcel Number 059-360-019).

12:45 p.m.: The Board of Supervisors recessed.

12:52 p.m.: The Board of Supervisors reconvened.

GENERAL PLAN AMENDMENT GPA13-003

DRAFT 2014-2019 SHASTA COUNTY HOUSING ELEMENT UPDATE

This was the time set aside to consider General Plan Amendment GPA13-003, to submit the Draft 2014-2019 Shasta County Housing Element Update to the California Department of Housing and Community Development (HCD). David Schlegel, Associate Planner, presented the

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staff report and requested approval of the staff recommendation. The Notice of Public Hearing and Notice of Publication are on file with the Clerk of the Board.

In response to questions from Counsel Cruse, Mr. Cucchi, outside counsel, stated that the Housing Element is ready to be submitted to the California Department of Housing and Community Development (HCD), and will return to the Board when ready for final adoption.

In response to questions from Supervisor Kehoe, Mr. Cucchi stated that it is legally permissible to move forward with the Housing Element Update.

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

In response to questions from Supervisor Baugh, Counsel Cruse clarified that the proposed action was to find that the General Plan Amendment is not subject to CEQA and to direct the Resource Management Department to submit the Draft Housing Element Update to HCD for their review and comment.

By motion made, seconded (Kehoe/Morgan), and unanimously carried, the Board of Supervisors took the following actions regarding General Plan Amendment GPA13-003, to submit the Draft 2014-2019 Shasta County Housing Element Update to the California Department of Housing and Community Development (HCD): (1) Conduct a public hearing; (2) close the public hearing; and adopt a resolution: (a) finding that GPA13-003 is not subject to the California Environmental Quality Act (CEQA) in accordance with the provisions of Government Code section 65759 (CEQA does not apply to any action necessary to bring an agency's general plan or relevant mandatory elements of the plan into compliance with any court order or judgment); and (b) directing the Resource Management Department to submit the Draft 2014-2019 Shasta County Housing Element to HCD for review and comment pursuant to Government Code section 65754(a).

(See Resolution Book No. 61)

(See Zoning Ordinance Book)

CLOSED SESSION ANNOUNCEMENT

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

Confer with legal counsel to discuss existing litigation entitled *Raymond Hughes v. County of Shasta* and *Yvonne Kreger v. County of Shasta* pursuant to Government Code section 54956.9, subdivision (d), paragraph (1).

12:59 p.m.: The Board of Supervisors recessed to Closed Session.

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1:12: p.m.: The Board of Supervisors returned from Closed Session and reconvened in Open Session with Supervisors Kehoe, Rickert, Morgan, and Baugh, 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; however, no reportable action was taken.

1:13 p.m.: The Board of Supervisors adjourned.

Chairman

ATTEST:

LAWRENCE G. LEES
Clerk of the Board of Supervisors

By _____
Deputy

REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS

BOARD MEETING DATE: October 2, 2018

CATEGORY: Consent - General Government-2.

SUBJECT:

Adoption of ordinance related to limited density owner-built rural dwellings

DEPARTMENT: Clerk of the Board

Supervisory District No. : All

DEPARTMENT CONTACT: Mary Williams, Chief Deputy Clerk of the Board (530) 225-5550

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

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

RECOMMENDATION

As introduced on September 18, 2018, adopt an ordinance enacting Chapter 16.10, Regulations for Limited Density Owner-Built Rural Dwellings, of the Shasta County Code.

SUMMARY

N/A

DISCUSSION

On September 18, 2018, the Board of Supervisors introduced and waived the reading of an ordinance enacting Chapter 16.10, Regulations for Limited Density Owner-Built Rural Dwellings, of the Shasta County Code. The Board also found that adoption of the ordinance is exempt from the provisions of the California Environmental Quality Act pursuant to the exemptions stated in the ordinance.

Notice of the proposed ordinance was published pursuant to Government Code 25124. Certified copies of the full text of the proposed ordinance have been posted and made available to the public in the Office of the Clerk of the Board.

ALTERNATIVES

The Board could choose not to adopt the ordinance.

OTHER AGENCY INVOLVEMENT

County Counsel has approved the ordinance as to form.

FINANCING

There is no additional general fund impact associated with the recommendation.

ATTACHMENTS:

Description

Upload Date

Description

Proposed Ordinance

9/26/2018

Proposed Ordinance

ORDINANCE NO. SCC 2018-03

**AN ORDINANCE OF THE BOARD OF SUPERVISORS
OF THE COUNTY OF SHASTA
ENACTING CHAPTER 16.10 OF THE SHASTA COUNTY CODE
ADOPTING REGULATIONS FOR LIMITED DENSITY
OWNER-BUILT RURAL DWELLINGS**

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

SECTION I.

Chapter 16.10 is added to the Shasta County Code as follows:

Chapter 16.10

REGULATIONS FOR LIMITED DENSITY OWNER-BUILT RURAL DWELLINGS

Sections:

16.10.010	Authority
16.10.020	Purpose and Findings
16.10.030	Intent and Application
16.10.040	Definitions
16.10.050	Regulation of Use
16.10.060	Abatement of Substandard Buildings/Violations
16.10.070	Petition for Interpretation
16.10.080	Interpretation
16.10.090	Notice of Interpretation
16.10.100	Recording
16.10.110	Permits
16.10.120	Exemptions
16.10.130	Existing Buildings
16.10.140	Application
16.10.150	Plans
16.10.160	Waiver of Plans
16.10.170	Modifications
16.10.180	Permit Validity
16.10.190	Inspections
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16.10.010 Authority

This chapter is adopted in accordance with the provisions of Health and Safety Code Section 17958.2 and Article 8, Subchapter 1, Chapter 1, Division 1, of Title 25, California Code of Regulations.

16.10.020 Purpose and Findings

A. Purpose.

1. The purpose of this chapter is to make Article 8 (commencing with Section 74) of Subchapter 1 of Chapter 1 of Division 1 of Title 25 of the California Code of Regulations, as modified herein, operative on Limited Density Owner-Built Rural Dwellings in Shasta County (as defined in Section 16.10.040, "Definitions" herein), and to provide minimum requirements for the protection of life, limb, health, property, safety, and welfare of the general public and the owners and occupants of such dwellings and appurtenant structures.
2. It is also the expressed purpose of this chapter to conform the regulations regarding the construction and use of such dwellings and appurtenant structures to the requirements of Article 1, Section 1 of the California State Constitution, and the statutes of the State of California.
3. It is also the purpose of this article to support the use of alternative construction design, materials and methods that protect the environment, improve economic viability of sustainable construction, aid affordability of construction improvements, increase participation and consumer protection through promoting lawful construction activity, enhance owner equity in the improvement of property, and provide minimum requirements for the protection of life, limb, health, property, safety, and welfare of the general

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public and the owners and occupants of Limited Density Owner-Built Rural Dwellings and appurtenant structures.

B. Findings. It is necessary to modify said Article 8 and to make its provisions, as modified, operative because of the following local conditions:

1. The Carr wildfire within Shasta County in July and August 2018 resulted in the loss of numerous dwellings and outbuildings in the rural areas. Many of these structures were uninsured or underinsured. The replacement of homes and restoration of the communities impacted by the Carr wildfire has placed an unprecedented financial burden upon the populations of these rural areas. This ordinance will facilitate the availability of affordable, owner-built homes which are essential to the continued health and welfare of the residents of these rural communities.
2. The ability to use owner generated materials, such as lumber milled from harvested timber, creates an affordable option for building materials not available under current Shasta County building codes.
3. Citizens within the rural areas of unincorporated Shasta County impacted by the Carr wildfire have expressed a desire to legalize the construction of Limited Density Owner-Built Rural Dwellings in compliance with this chapter, and have emphasized the values of affordability, sustainability, self-sufficiency, creativity and character of the rural communities.
4. A significant portion of the unincorporated area of Shasta County impacted by the Carr wildfire is very remote, and utility services are cost prohibitive and difficult if not impossible to obtain. The lack of readily available public water, sewer or utility power connections would exclude participation in the normal permit process and create an unreasonable burden to the property owner to comply with the prescriptive building and development requirements of the current California Building Standards Code (Title 24 of the California Code of Regulations).

16.10.030 Intent and Application

The provisions of this chapter shall apply to the construction, enlargement, conversion, alteration, repair, use, maintenance, and occupancy of Limited Density Owner-Built Rural Dwellings and appurtenant structures. It is the intent of this article that the requirements contained herein shall apply to seasonally or permanently occupied dwellings, detached bedrooms, and guest houses, located in rural areas and solely occupied as the principal residence of the owner or the owner's family. The requirements will also apply to barns, sheds, shops or other appurtenant structures, not intended for human habitation, to be constructed and used solely by the owner of the property, or by the owner's family.

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16.10.040 Definitions

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

- A. Limited Density Owner-Built Rural Dwelling. Any structure consisting of one (1) or more habitable rooms intended or designed to be occupied by one (1) family with facilities for living and sleeping, with use restricted to rural areas that fulfill the requirements of this chapter.
- B. Owner-Built. Construction that meets the following requirements:
 - 1. Construction that is not intended for sale, lease, rent, or employee occupancy; and
 - 2. Construction that is either:
 - a. By a general contractor licensed to practice in the State of California who contracts directly with the person or persons owning the property at the time construction is commenced for occupancy as the principal residence of that person or persons owning the property; or
 - b. 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
- C. Sale, Lease, Rent or Employee Occupancy. For the purposes of this chapter the sale, lease, renting or employee occupancy of owner-built structures within three (3) years of issuance of a certificate of occupancy shall be presumptive evidence that the structure was erected for the purpose of sale, lease, rent, or employee occupancy. The three (3) year period of required owner occupancy may be waived in cases of unreasonable hardship.
- D. Rural. For the purposes of this article only, "rural" shall mean legal parcels in unincorporated areas of the County that meet each of the following criteria:
 - 1. Located within the area of unincorporated Shasta County impacted by the Carr wildfire as shown on the map entitled "Carr Fire Impact Area," which is attached to this Chapter as Exhibit A.
 - 2. Located within a zone or zones of unincorporated Shasta County that allow for single family residences as a permitted use.
 - 3. A parcel created in compliance with the Shasta County Code.

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4. A parcel with a sewer connection or of sufficient size and configuration to fulfill the sewage disposal system setbacks to all property lines and all other setbacks established by law.
- E. Appurtenant Structures. Structures directly related to the primary residential use, including but not limited to detached bedrooms or hobby rooms used as living space, garages, or pump houses. Appurtenant structures also include, but are not limited to, shops, barns, or sheds, including those considered accessory to the zone.
- F. Sub-Standard Building. A structure or portion of a structure in which there exists any condition that endangers the life, health, property, safety or welfare of the public or the occupants thereof. Except as amended by the provisions of this chapter and except as otherwise preempted by statute, the 1997 edition of the California Building Standards Code, Title 24, California Code of Regulations, shall be the determining criteria for compliance with the standards of this chapter and the defining of a substandard building.
- G. Sound Structural Condition. A structure shall be considered to be in “sound structural condition” when all portions of the structure are adequately constructed to resist expected gravity and lateral forces from wind and seismic forces. Building plans must provide sufficient detail to determine how gravity and lateral forces are distributed vertically and horizontally from their points of origin to the load resisting elements. Portions of the structures that are irregular in shape, complex design, or incorporate unusual building materials or practices may require design by a California registered design professional at the discretion of the Building Official.
- H. Unreasonable Hardship. Unreasonable hardship exists when the Building Official finds that compliance with the requirement for a minimum of three (3) years of owner occupancy is unfeasible, due to circumstances forcing the sale or rental of the property, including but not limited to the death, divorce, loss of employment or income, or disability of the owner, supported by sufficient information provided by the applicant.
- I Building Official. The person identified as the Building Official pursuant to Shasta County Code section 8.02.040.

16.10.050 Regulation of Use

- A. Housing permitted pursuant to this chapter shall be for occupancy as the principal residence of the owner or the owner’s family and not for sale, lease, rent, or employee occupancy.
- B For the purposes of this article the sale, lease, renting or employee occupancy of owner-built structures within three (3) years of the issuance of a certificate of

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occupancy shall be presumptive evidence that the structure was erected for the purpose of sale, lease, renting, or employee housing. The three (3) year period of required owner occupancy may be waived in cases of unreasonable hardship.

- C. Accessory dwelling units in conformance with Shasta County Code and Section 65852.2 of the California Government Code using a Limited Density Owner-Built Rural Dwelling permit shall be allowed for a family member using the same criteria as the primary dwelling. After/or during original construction, additions may be permitted to be made to such a dwelling, and appurtenant structures may be permitted after approval by the Building Division.
- D. The restrictions of this chapter on the sale, lease, renting, or employee occupancy of these dwellings may be reasonably amended to be more restrictive if the Board of Supervisors determines that such an amendment is necessary to ensure compliance with the intent of this chapter.

16.10.060 Abatement of Substandard Buildings/ Violations

- A. Every violation of the regulatory or prohibitory provisions of this chapter and all structures or portions thereof which are determined by the Building Official to constitute a substandard building are hereby declared to be a public nuisance and may be abated in accordance with Chapter 8.28 (Nuisances) of the Shasta County Code and by any other means available by law.
- B. The critical concern in the promulgation of this chapter is to provide for health and safety while maintaining respect for the law and voluntary compliance with the provisions of this chapter, and therefore, in the event that an order to correct a substandard condition is ignored, it is the intent of this section that civil abatement procedures should be the first remedy pursued by the Building Official. Notwithstanding the foregoing, this section is cumulative to all other remedies now or hereafter available to abate or otherwise regulate or prevent public nuisances or to enforce the provisions of the Shasta County Code

16.10.070 Petition for Interpretation

Any Limited Density Owner-Built Rural Dwelling permit applicant or owner may petition the Building Official for an interpretation of any provision of this chapter. Petitions shall be submitted in writing, after which the Building Official may consider such requests and may make a determination as to the meaning or intent of any provision of this chapter with respect to the petition in question. The consideration of petitions for interpretation shall be discretionary with the Building Official.

16.10.080 Interpretation

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Interpretations by the Building Official as to the meaning, intent, or application of the provisions of this chapter are not intended to preempt the exercising of building appeals processes, as provided in this title, but are intended to facilitate public understanding and the effective enforcement of this chapter.

16.10.090 Notice of Interpretation

The Department of Resource Management shall keep a record of all interpretations made by the Building Official which shall be available for review by the public or any governmental agency and shall provide notice to the petitioner(s) of the Building Official's findings.

16.10.100 Recording

- A. No provision of this chapter is intended to prohibit or limit the County from establishing and enforcing reasonable regulations for the recording of information regarding the materials, methods of construction, alternative facilities, or other factors that may be of value in the full disclosure of the nature of the dwelling and appurtenant structures. A deed restriction disclosing the nature of the dwellings and appurtenant structures shall be recorded.
- B. The Department of Resource Management shall record a "Notice of Limited Allowed Use" This notice shall disclose:
 - 1. The nature of the dwelling and appurtenant structures, and that the structure(s) have been permitted under this chapter, entitled "Regulations for Limited Density Owner-Built Rural Dwellings," of this title, entitled "Buildings and Construction," adopted under the authorization of Health and Safety Code section 17958.2, and not under Title 24, California Code of Regulations.
 - 2. That the dwelling may not be sold, leased, rented, or employee occupied for a period of three (3) years except in cases of unreasonable hardship as determined by the Shasta County Building Official.

16.10.110 Permits

Permits shall be required for the construction of Limited Density Owner-Built Rural Dwellings and appurtenant structures. The application, plans, and other data filed by an applicant for such a permit shall clearly state that it is for a Title-25 Limited Density Owner-Built Rural Dwelling structure and shall be reviewed by the Department of Resource Management, Building Division, to verify compliance with the provisions of this chapter. When the Building Official determines that the permit application and other data indicate that the structure(s) will comply with the provisions of this chapter, the Building Official shall issue a permit therefor to the applicant.

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16.10.120 Exemptions

Permits shall not be required pursuant to Section 16.10.100 for small or unimportant work, or alterations or repairs that do not present a health or safety hazard, and which are in conformance with County zoning requirements or property standards. The determination, if any, of what work is properly classified as small or unimportant or without relation to health and safety hazards is to be made by the Building Official. Examples of work exempt from permits include, but are not limited to, the exemptions listed in the 1997 edition of the California Residential Code.

16.10.130 Existing Buildings

- A.. A building permit shall be obtained pursuant to the provisions of this article for a Limited Density Owner-Built Rural Dwelling that was constructed or was partially constructed, without a building permit.
- B. The applicant must be the owner of the dwelling or structure at the time of application and issuance of the permit.
- C. The dwelling or structure shall meet all standards required by this chapter.
- D. An inspection of the dwelling shall be made by the Building Official to determine that the requirements of this chapter have been substantially met to the extent that no abnormal risk to health or safety will result from occupancy of the structure.

16.10.140 Application

To obtain a permit, the applicant shall first file an application therefor with the Building Division. Permit applications shall contain the following information:

- 1. Name and mailing address of the applicant;
- 2. Address, assessor's parcel number, and location of the proposed structure(s);
- 3. A general description of the structure(s) which shall include mechanical installations with all clearances and venting procedures detailed, electrical installations, plumbing fixtures, foundation, structural, and construction details;
- 4. A site plan indicating the location of the dwelling in relation to property lines, other structures, sanitation and bathing facilities, water resources and water ways, slope of site, major land features, and all required items on the Shasta County Building Division "Plot Plan Example" handout;

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5. Approval for the installation of a private sewage disposal system or alternate waste disposal means from the Shasta County Department of Resource Management, Environmental Health Division;
6. A stipulation by the applicant that the building or structure is to be owner-built;
7. The signature of the owner, contractor, or authorized agent;
8. The use or occupancy for which the work is intended; and
9. Any other data or information as may be required by statute or Shasta County regulation.

16.10.150 Plans

Plans shall consist of a general description of the structure(s), including all necessary information to facilitate a reasonable judgment of conformance by the Building Official. This shall include a diagram of the floor plan and site elevation in order to determine the appropriate dimensions of structural members. Architectural drawings and structural analyses shall not be required. For structures of complex design or unusual conditions for which the Building Official cannot make a reasonable judgment of conformance to this chapter based upon the general description and simplified plan(s), the Building Official may require additional supporting information sufficient to make a judgment as to the integrity of the design.

16.10.160 Waiver of plans

The Building Official may waive the submission of any plans if he or she finds that the nature of the work applied for is such that the reviewing of plans is not necessary to obtain compliance with this chapter.

16.10.170 Modifications

Modifications to the design, materials, and methods of construction are permitted, provided that the structural integrity of the building or structure is maintained, the building continues to conform to the provisions of this chapter, and the Building Official is notified in writing of the intended modification.

16.10.180 Permit validity

Permits shall be valid, for a minimum period of three (3) years, unless reissued as specified in Shasta County Code Section 16.04.200(B).

16.10.190 Inspections

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All construction or work for which a permit is required pursuant to this article shall be subject to inspection by the Building Official. Required inspections shall consist of a foundation inspection prior to placement of concrete, a concrete slab or under-floor inspection, a rough framing, plumbing, electrical, and mechanical inspection prior to covering of walls, and a final inspection. The final inspection shall be conducted after the structure(s) is completed and ready for occupancy, in order to determine compliance with the provisions of this article. Other inspections may be required by the Shasta County Fire Warden, or the Shasta County Department of Resource Management, Environmental Health Division. Structures of conventional or simple construction shall be inspected at a single inspection if possible because all components to be inspected are simultaneously ready for inspection.

16.10.200 Special Inspections

Additional inspections may be conducted under the following circumstances: An inspection shall be conducted where there is a reasonable expectation that the foundation system will be subjected to excessive vertical or lateral movement due to site topography, expansive soils, or other unstable soil conditions; or the application indicates that interior wall coverings or construction elements will conceal underlying construction, electrical or mechanical systems; or where an unconventional construction method is indicated which would preclude examination at a single inspection.

16.10.210 Inspection waivers

Inspections may be waived by the Building Official for structures which do not contain electrical or mechanical installations or for alterations, additions, modifications, or repairs that do not involve electrical or mechanical installations.

16.10.220 Inspection requests and notice

It shall be the duty of the applicant to notify the Building Official that the construction is ready for inspection and to cause the work to remain accessible and exposed for inspection purposes, and to provide access to the premises. Inspections shall be requested by the applicant at least twenty-four (24) hours in advance of the intended inspection. It shall be the duty of the enforcement agency to notify or inform the applicant of the day during which the inspection is to be conducted.

16.10.230 Certificate of Occupancy

After the structure(s) is completed for occupancy/use and any inspections which have been required by the Building Official have been conducted, and work approved, the Building Official shall issue a Certificate of Occupancy for such dwelling(s) and appurtenant structure(s) which comply with the provisions of this chapter.

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16.10.240 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 pursuant to this chapter shall be allowed, provided that approved sanitary facilities are available at the site and that the work completed does not create any condition 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.

16.10.250 Fees

Fees shall be required and collected by the Building Official to provide for the cost of administering the provisions of this chapter. It is the intent of this article that permit and inspection fee schedules be established to reflect the actual inspection and administrative costs resulting from the application of this chapter.

16.10.260 General Requirements

- A. Each structure shall be maintained in a sound structural condition to be safe, sanitary, and to shelter the occupants from the elements.
- B. Except as amended by the provisions of this chapter and except as otherwise preempted by statute, the 1997 edition of the California Building Standards Code, Title 24, California Code of Regulations, shall be used in determining compliance with the standards of this chapter.
- C. In the alternative to Section 16.10.260(B), and except as amended by the provisions of this chapter and except as otherwise preempted by statute, the Building Official shall use the plans of a certified architect, civil engineer, or structural engineer to determine compliance with the standards of this chapter as follows.
 - a. The plans were previously issued for a structure that was destroyed or damaged in the Carr wildfire.
 - b. The plans were not issued before January 1, 1998.
 - c. The applicant requests that this standard be used and provides the plans to the Building Official.
- D. Generators shall be enclosed in a sound reduction enclosure approved by the Building Official to eliminate or greatly reduce noise. This structure shall consist of a fully enclosed masonry or wood frame structure with a minimum of two (2) inches by four (4) inches insulated wall and roof framing, with walls, ceiling, and

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roof covered in the manner required by the most recently adopted technical codes on both inside and outside surfaces. This structure shall reduce generator noise to a maximum of fifty-five (55) decibels twenty (20) feet from the structure.

16.10.270 Intent of General Requirements

It shall be the purpose and intent of this chapter to allow the use of ingenuity and preferences of the builder; to allow and facilitate the use of alternatives to the specifications prescribed by the latest adopted version of the technical codes to the extent that a reasonable degree of health and safety is provided by such alternatives; and to assure 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 chapter, it shall be necessary for the Building Official to exercise reasonable judgment in determining the compliance of appropriate structures with the general and specific requirements of this chapter.

16.10.280 Technical codes to be a basis of approval

Except as otherwise required by this chapter, dwellings and appurtenant structures constructed pursuant to this chapter need not conform with the construction requirements prescribed by the latest adopted editions of the California Building, Plumbing, Mechanical, and Electrical Codes, 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 technical codes. Such codes shall be a basis for approval.

16.10.290 Fire safety regulations

- A. A Limited Density Owner-Built Rural Dwelling permit application shall be reviewed by the County Fire Warden for compliance with Public Resources Code sections 4290 and 4291, and the Shasta County Code.
- B. All Limited Density Owner-Built Rural Dwellings shall comply with the “Materials and Construction Methods for Exterior Wildfire Exposure” requirements found in the current adopted California Residential Code and/or in the latest adopted version of the California Building Code, Chapter 7A.
- C. For purposes of this chapter, residential fire sprinklers shall be required in Limited Density Owner-Built Rural Dwellings in accordance with the applicable requirements contained in the most currently adopted version of the California Building Standards Code, Title 24, California Code of Regulations.

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16.10.300 Construction requirements

- A. Structural requirements. Buildings or structures constructed pursuant to this article 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 defined by reference to the 1997 edition of the California Building Standards Code, Title 24, California Code of Regulations and are further delineated in Health & Safety Code section 17920.3, as it now exists and as may hereafter be amended.
- B. Foundations. Pier foundations, stone masonry footings and foundation systems, pressure treated lumber, poles, or equivalent foundation materials or designs may be used provided that the bearing and lateral stability is sufficient for the purpose intended.
- C. Materials. 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 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. Wall and floor framing shall not be enclosed when the framing members exceed nineteen percent (19%) moisture content.
- D. Heating capacity. A heating facility or appliance shall be installed in each dwelling subject to the provisions of this article; however, there shall be no specified requirement for heating capacity or temperature maintenance. The use of a solid fuel or solar heating device shall be deemed as complying with the requirements of this section. If a non-renewable fuel is used in these dwellings, rooms so heated shall meet current installation standards.
- E. Room requirements. There shall be no requirements for room dimensions provided that there is adequate light and ventilation and adequate means of egress.

16.10.310 Sanitation requirements

- A. Sanitation facilities, including the type, design, and number of facilities, shall be shown on plans submitted for the building permit.
- B. No dwelling shall discharge wastewater from sanitary facilities other than to a wastewater system that is designed, constructed, operated, and maintained in accordance with the requirements of the Department of Resource Management, Environmental Health Division.

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- C. No dwelling shall utilize a bathtub or shower and a washbasin, or alternate bathing and washing facility, unless it has been approved by the Environmental Health Division and Building Official.

16.10.320 Mechanical requirements

Fireplaces, heating and cooking appliances, and gas piping installed in buildings constructed pursuant to this article shall be installed and vented in accordance with the applicable requirements contained in the most currently adopted version of the California Mechanical Code, Part 4, Title 24, California Code of Regulations.

16.10.330 Electrical requirements

No dwelling or appurtenant structure constructed pursuant to this article shall be required to be connected to a source of electrical power, or wired, or otherwise fitted for electrification, except as set forth in Section 16.10.340.

16.10.340 Electrical installation requirements

Where electrical wiring or appliances are installed, the installation shall be in accordance with the applicable requirements contained in the most recently adopted version of the California Electrical Code, Part 3, Title 24, California Code of Regulations. Smoke and carbon monoxide alarms shall be installed per the most current adopted California Residential Code. If electrical wiring is not being installed, alarms may be battery operated and must contain ten-year batteries.

16.10.350 Exceptions to electrical installation requirements

In structures where electrical usage is confined to one (1) 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 Building Official determines the electrical demands are expected to exceed the confinement and capacity of that room(s). In these instances, the Building Official may require further electrification of the structure. It is the intent of this section 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 Building Official shall, at the time of a permit application or other appropriate point, advise the applicant of the potential hazards of violating this section.

16.10.360 Plumbing requirements

Plumbing equipment and installation shall be in accordance with the applicable requirements contained in the most recently adopted version of the California Plumbing Code, Part 5, Title 24, California Code of Regulations.

16.10.370 Chapter Expiration

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This chapter is a pilot program. This chapter will expire and be of no further force and effect after November 30, 2021, unless extended by subsequent ordinance. Notwithstanding the foregoing, applications that have been submitted prior to said expiration date may be processed, including but not limited to permit issuance, completion of construction, final inspection of said construction, and issuance of a certificate of occupancy.

SECTION II.

Adoption of this Ordinance is exempt from the provisions of the California Environmental Quality Act (CEQA) pursuant to Public Resources Code Section 21080(b)(3) regarding projects to maintain, repair, restore, or replace property or facilities damaged or destroyed as a result of a declared disaster and Section 21080(b)(4) regarding actions to mitigate or prevent an emergency, and CEQA Guidelines Section 15269(a) regarding maintaining, repairing, restoring, demolishing, or replacing property or facilities damaged or destroyed as a result of a disaster stricken area in which a state of emergency has been proclaimed by the Governor pursuant to the California Emergency Services Act, commencing with Section 8550 of the Government Code.

The County also finds that this ordinance is not subject to the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines sections 15060(c)(2) (the activity will not result in a direct or reasonably foreseeable indirect physical change in the environment) and 15061(b)(3) (there is no possibility the activity in question may have a significant effect on the environment). In addition to the foregoing general exemptions, the following categorical exemptions apply: sections 15308 (actions taken as authorized by local ordinance to assure protection of the environment), 15321 (action by agency for enforcement of a law, general rule, standard or objective administered or adopted by the agency, including, but not limited to, by direct referral to the County Counsel as appropriate for judicial enforcement), 15302 (replacement or reconstruction) and 15303 (new construction or conversion of small structures, e.g., a residential accessory building). Each exemption stands as a separate and independent basis for determining that this ordinance is not subject to CEQA.

SECTION III.

If any provision of this ordinance or its application to any person or circumstance is held invalid, the invalidity does not affect other provisions or applications of this ordinance that can be given effect without the invalid provision or application, and to this end the provisions of this ordinance are severable.

SECTION IV.

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All former ordinances and resolutions, or parts thereof, conflicting or inconsistent with the provisions of this ordinance are hereby superseded by this ordinance. The adoption of this ordinance shall not in any manner affect any action or prosecution for violation of ordinances, which violations were committed prior to the effective date hereof, be construed as a waiver of any license, fee, or penalty required by or resulting from any such ordinance, or affect the validity of any bond (or cash deposit in lieu thereof) required to be posted, filed, or deposited pursuant to such ordinance.

SECTION V.

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

DULY PASSED AND ADOPTED this 18th day of September, 2018, by the Board of Supervisors of the County of Shasta, State of California, by the following vote:

AYES: Supervisors Rickert, Morgan, Baugh, and Kehoe
NOES: None
ABSENT: Supervisor Moty
ABSTAIN: None
RECUSE: None

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: October 2, 2018

CATEGORY: Consent - General Government-3.

SUBJECT:

Appointment to the Millville Masonic and Odd Fellows Cemetery District

DEPARTMENT: Clerk of the Board

Supervisory District No. : 5

DEPARTMENT CONTACT: Mary Williams, Chief Deputy Clerk of the Board (530) 225-5550

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

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

RECOMMENDATION

Appoint Gary Mitchell to the Millville Masonic and Odd Fellows Cemetery District Board of Trustees for an unexpired term to March 31, 2020.

SUMMARY

N/A

DISCUSSION

The Millville Masonic and Odd Fellows (Millville) Cemetery District is a public cemetery district created by the state legislature pursuant to Health and Safety Code section 9000 et seq. which authorized the creation of public cemetery districts in 1909 to assume responsibility for the ownership, improvement, expansion, and operation of cemeteries and the provision of interment services from fraternal, pioneer, religious, social, and other organizations that were unable to provide for those cemeteries. For nearly a century, public cemetery districts have provided communities with the means to publicly finance the ownership, improvement, expansion, and operation of public cemeteries and the provision of interment services, particularly in rural communities.

The Millville Cemetery District Board of Trustees is a three-member board that serves four-year staggered terms appointed by the Shasta County Board of Supervisors. The Board of Trustees governs the cemetery district, establishes policies for the operation of the cemetery district, and provides for the faithful implementation of those policies which is the responsibility of the employees of the cemetery district.

On June 4, 2018, the Millville Cemetery District Board of Trustees was notified of the resignation of J. Dean Franks. Pursuant to Government Code sections 1778 and 1779 a Notice of Vacancy was posted and copies are on file with the Clerk of the

Board. At its meeting of August 16, 2018, the Millville Cemetery District Board of Trustees recommended the Board of Supervisors appoint Gary Mitchell to fill this vacancy for the remainder of the unexpired term. Minutes from this meeting are attached.

ALTERNATIVES

The Board could choose not to make the reappointment, which would leave the Millville Cemetery District with only two members.

OTHER AGENCY INVOLVEMENT

County Counsel reviewed the recommendation. The Millville Cemetery District Board of Trustees supports the recommendation.

FINANCING

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

ATTACHMENTS:

Description	Upload Date	Description
Millville Cemetery District Minutes August 16, 2018	9/5/2018	Millville Cemetery District Minutes August 16, 2018

Millville Cemetery District

*PO Box 86
Millville CA 96062
(530) 547-5649*

August 16, 2018

Board Minutes

The regular meeting of the Millville Cemetery District was called to order at 7:00 pm by Vice President Rod Miranda. Attending the meeting were Director Ron Rourke, Timothy Egli, Sam Egli and Gary Mitchell. The following items were covered at the meeting:

Item 1 The reading of the minutes of the special meeting on July 12 were read and accepted by the board.

Item 2 The District met with Gary Mitchell who requested a he be appointed to the board in order to replace Dean Franks who resigned in June. The board directed Timothy Egli draft a letter to the Clerk of Board of Supervisors requesting that Gary Mitchell be appointed to the Millville Masonic and Odd Fellows Board of Directors.

Item 3 The 2018 – 2019 fiscal year budget was presented to the board and after reviewing it they approved and adopted the budget. This was put into motion by Ron Rourke and seconded by Rod Miranda and thus was passed by a 2/3 majority.

Item 4 Due to the increased cost of liners and excavator services the board decided to increase the cemetery price for these items. The liners will increase from \$360.00 to \$400.00 and the price for opening and closing will increase from \$400.00 to \$450.00. This increase will be effective January 1, 2019.

Item 5 The need to Purchase new equipment and improvements to structures was examined and tabled until the next meeting. Sam Egli was directed to present a maintenance list of cemetery equipment and the condition of said equipment and price a good battery powered pole saw.

Item 6 Rod Miranda directed that a possible raise in salaries be examined.

Item 7 The meeting was adjourned.

Respectfully submitted,


Timothy Egli, Superintendent

REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS

BOARD MEETING DATE: October 2, 2018

CATEGORY: Consent - General Government-4.

SUBJECT:

County Clerk/Elections - Appointments in-lieu of election for special districts.

DEPARTMENT: County Clerk/Elections

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

Approve the appointments in-lieu of election for 34 board of directors candidates and six vacant offices in 19 special districts as listed on the Certified List of Qualified Special District Candidates.

SUMMARY

Per California Elections Code section 10515, the Board of Supervisors shall make appointments in-lieu of a General Election for open seats for special district's governing board of directors.

DISCUSSION

Each General Election, special districts have governing board of directors scheduled to be elected. In those districts where the number of candidates does not exceed the number of open offices, the candidates should be appointed in-lieu of the General Election by the Board of Supervisors.

In those districts where the number of candidates is insufficient, the Board of Supervisors may appoint to the offices qualified individuals to serve. These appointments should be made at a regular or special meeting prior to November 26, 2018. Those individual appointees shall take office and serve as if elected.

The attached Certified List of Qualified Special District Candidates for the November 6, 2018 General Election contains each special district that has one or more open seat and the coinciding candidate or vacancy to be appointed in-lieu of the General Election. Each office will serve a term of 4 years from December 7, 2018 through December 2, 2022, with the exception of the Shasta Lake Fire Protection District open seat, which is short term for the period December 7, 2018 through December 4, 2020.

For those open offices that have insufficient candidates, the Board of Supervisors may choose to make appointments. If those appointments are made prior to Monday, November 26, 2018, those appointees will serve as if elected for the indicated term.

ALTERNATIVES

Should the Board of Supervisors choose not to make appointments in-lieu of the General Election, it would be in violation of the California Elections Code.

OTHER AGENCY INVOLVEMENT

The County Administrative Office has reviewed the recommendation.

FINANCING

There is no additional General Fund impact.

ATTACHMENTS:

Description	Upload Date	Description
Certified List	9/27/2018	Certified List



SHASTA COUNTY

Cathy Darling Allen, County Clerk / Registrar of Voters

County Clerk / Elections Department / www.elections.co.shasta.ca.us
1643 Market St., Redding, CA 96001 / PO Box 990880, Redding, CA 96099-0880
Phone: 530-225-5730 / FAX: 530-225-5454 / CA Relay Service: 711 or 800-735-2922

**Certificate of County Clerk of
Qualified Candidates to be Appointed in-Lieu of Election for
the General Election of November 6, 2018**

STATE OF CALIFORNIA }
COUNTY OF SHASTA } ss.

I, Cathy Darling Allen, Shasta County Clerk, do hereby certify pursuant to the provisions of Section 10515 of the Elections Code, that each of the attached named candidates has filed a declaration of candidacy for the office of Director and that the number of candidates who have filed for that office of the said district does not exceed the number of offices to be filled at said election and respectfully request that these said candidates be appointed at a meeting held prior to Monday, November 26, 2018.

WITNESS my hand and Official Seal this 20th day of August, 2018.

A handwritten signature in cursive script, reading "Cathy Darling Allen", is written over a horizontal line.

CATHY DARLING ALLEN

Shasta County Clerk/Registrar of Voters



**Certified List of Qualified Special District Candidates
Appointed in-Lieu of Election for the
General Election of November 6, 2018**

Special Districts	Open Seats	Candidate	Address	City, State, Zip
ACID Division 1	1	Joe Tiger Michiels	5967 Riverside Dr	Redding, CA 96001
ACID Division 2	1	Audie Butcher	5621 Balls Ferry Rd	Anderson, CA 96007
ACID Division 5	1	Brenda Haynes	19681 Osceola Ct	Redding, CA 96002
Anderson Fire Protection District	3	Patricia Clarke Chad Downing Vacant	3376 Bardick Rd 1988 Spruce Cir	Anderson, CA 96007 Anderson, CA 96007
Burney Fire Protection District	3	Donna Caldwell Vacant Vacant	21693 Oregon St	Burney, CA 96013
Burney Water District	3	James Hamlin Britta Rogers Vacant	20541 Burney Ct 20011 Bartel St	Burney, CA 96013 Burney, CA 96013
Centerville Community Services District	3	Larry Whitehead Joy Willis Vacant	15661 Prospect Dr 7795 Castle View Ln	Redding, CA 96001 Redding, CA 96001
Clear Creek Community Services District	2	Ginger Bassham Johanna Trenerry	16117 Renee Ct 17720 Shawn Dr	Anderson, CA 96007 Anderson, CA 96007
Cottonwood Water District	2	Vince Dunn Nicholas Shidlovsky	3668 Park Dr 3599 Park Dr	Cottonwood, CA 96022 Cottonwood, CA 96022
Fall River Valley Community Services District	3	Ronald Colby Tyler Dewitt Kathy Ontano	24888 Long St 25110 Reynolds Rd 43236 5th St	Fall River Mills, CA 96028 Fall River Mills, CA 96028 Fall River Mills, CA 96028
Fall River Mills Fire Protection District	2	Scott Gallion Doug Ontano	25379 Glenburn Rd 43236 5th St	Fall River Mills, CA 96028 Fall River Mills, CA 96028



**Certified List of Qualified Special District Candidates
Appointed in-Lieu of Election for the
General Election of November 6, 2018**

Special Districts	Open Seats	Candidate	Address	City, State, Zip
Happy Valley Fire Protection District	3	Matt Dalton Dennis Stone Richard Bassham	15760 Cloverdale Rd 16568 Palm Ave 16117 Renee Ct	Anderson, CA 96007 Anderson, CA 96007 Anderson, CA 96007
Igo-Ono Community Services District	2	Irene Ledbetter John Gil Spencer	7119 Rector Creek Rd 13030 Platina Rd	Igo, CA 96047 Igo, CA 96047
Mayers Memorial Hospital District	2	Beatriz J Vasquez (Millington) Vacant	25543 Glenburn Rd	Fall River Mills, CA 96028
Millville Fire Protection District	3	Pat Corey Steve Goedert Vacant	24907 Whitmore Rd 24004 Old Forty Four Dr	Millville, CA 96062 Millville, CA 96062
McArthur Fire Protection District	1	Joseph M Bruce	26437 Grove St	McArthur, CA 96056
Shasta Community Services District	3	David Cross Jan Hanks Karen Preisser	15588 Old Stage Coach Rd 10684 Shurtleff Aly 15439 Mockingbird Hill	Redding, CA 96001 Shasta, CA 96087 Shasta, CA 96087
Shasta Lake Fire Protection District	2	Rose Smith Ted Chase	4243 Main St 13627 Beacon St	Shasta Lake, CA 96019 Shasta Lake, CA 96019
Shasta Lake Fire Prot. District - Short Term	1	David Thompson	4700 Orkney Pl	Shasta Lake, CA 96019

REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS

BOARD MEETING DATE: October 2, 2018

CATEGORY: Consent - Health and Human Services-5.

SUBJECT:

Agreement with Cascades Management Inc., dba Ridgeview Residential Care Home

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 Cascades Management, Inc., dba Ridgeview Residential Care Home in an amount not to exceed \$2,014,800 to provide adult residential care home services for the period July 1, 2018 through June 30, 2021.

SUMMARY

The proposed agreement will allow Cascades Management, Inc., dba Ridgeview Residential Care Home (Ridgeview) to continue to provide residential care home services, in the least restrictive environment possible, to people with a serious mental illness who are able to live in the community with the assistance provided by Ridgeview.

DISCUSSION

Ridgeview is a licensed 16 bed Adult Residential Facility (also referred to as a “board and care”) utilizing the Social Rehabilitation model, but is unique in that it offers several different levels of care. The services provided include support in the form of living skills designed to assist individuals in moving to more independent housing. These include both money management, shopping skills, socialization skills, etc., as well as knowledge and abilities to manage their mental health. In addition, and at no cost to County, Ridgeview offers efficiency apartments that can house up to 12 individuals with a serious mental illness who are able to live more independently and one two-bedroom apartment that can serve up to four individuals. This model increases the number of housing and treatment options available in Shasta County.

This agreement allows no more than once per Fiscal Year, and no later than 30 days after the commencement of each Fiscal Year, the Health and Human Services Agency (HHSA) Director, or any HHSA Branch Director designated by the HHSA Director, to approve in writing and in advance, changes in the Contractor’s rates of compensation, provided that an increase in any single rate shall not exceed 10 percent over the original rate during the entire term of this agreement and provided further that the rate increase(s) shall not increase the total compensation payable under this agreement. This agreement is retroactive due to ongoing term negotiations between HHSA and Ridgeview.

ALTERNATIVES

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

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

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

ATTACHMENTS:

Description	Upload Date	Description
Agreement	9/4/2018	Agreement

**PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF SHASTA
AND
CASCADES MANAGEMENT COMPANY, LLC. DBA
RIDGEVIEW RESIDENTIAL CARE HOME**

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 Cascades Management Company, LLC., dba Ridgeview Residential Care Home ("Contractor"), (collectively, the "Parties" and individually a "Party"), for the purpose of providing adult residential care home services.

Section 1. RESPONSIBILITIES OF CONTRACTOR.

Clients of County ("Clients") may be placed by County in Contractor's facility located at 2096 Cascade Blvd. Shasta Lake, CA ("Facility") to receive residential care home services upon referral of the Client by County and acceptance of Client by Contractor. Upon such placement, and pursuant to the terms and conditions of this agreement, Contractor shall:

- A. Provide specialty mental health services, as defined in the California Code of Regulations (CCR), Title 9, Chapter 11, to Medi-Cal eligible beneficiaries, with or without private insurance, who meet the criteria established in, and in accordance with, the Shasta County Managed Care Mental Health Plan. For the purposes of this agreement, the "Shasta County Managed Care Mental Health Plan" is the contract between the State of California Department of Health Care Services and the County to provide mental health managed care services to California Medi-Cal beneficiaries. The Shasta County Managed Care Mental Health Plan is available at: http://www.co.shasta.ca.us/index/hhsa_index/Mental_health_alcohol_and_drug/Or_gProviders.aspx. Contractor shall check the website for updates regularly to ensure Contractor has current approved Shasta County Managed Care Mental Health Plan. Should Contractor be unable to access the electronic version of the Shasta County Managed Care Mental Health Plan, County will provide Contractor with a hard copy version upon written request. If any ambiguity, inconsistency, or conflict exists between the language of this agreement and Shasta County's Managed Care Mental Health Plan, the Shasta County Managed Care Mental Health Plan shall govern.
- B. Provide an augmentation program for residential care home services to Clients pursuant to this agreement that shall include, but not be limited to, the program services as prescribed in **EXHIBIT B, Program Review**, attached and incorporated herein. Contractor shall only admit those Clients who require community Mental Health Treatment services as defined by applicable laws and regulations. For Contractor's third floor independent (non-licensed) living section, Contractor shall offer vacancies to County's Clients a minimum of seven days prior to offering the vacancy to other individuals.
- C. Provide on-site staffing pursuant to staffing levels as set forth in, **EXHIBIT A, STAFF SCHEDULE** attached and incorporated herein, to ensure provision of care and supervision to meet Clients' needs pursuant to all requirements set forth in CCR,

Title 22, Division 6, Chapter 1, Article 6, sections 80077.2, 80078 and Chapter 6, Article 6, section 85065.

- D. Require all Clients, or a lawful representative, to complete and sign an Admission Agreement prior to admission and be subject to the terms and conditions of Contractor's Client Admissions and Discharge Criteria as prescribed in **EXHIBIT B**. All Admissions Agreements must be signed by the Health and Human Services Agency, ("HHS") Director ("Director") or his or her designee, including County authorization to pay for the Client's services.
- E. Participate in meetings with County case managers, as may be called by County, to review the progress of each Client, medication dosage and compliance (as documented in each Client's medication records), recreation participation, and specific Client problems.
- F. Submit written quarterly status reports to County during the term of this agreement for each Client placed in the Facility. For purposes of this agreement, quarterly shall mean no later than 20 days after the end of each calendar quarter (i.e., within 20 days after the last day of March, June, September, and December during the time this agreement is in effect).
- G. By the 10th day of each month during the term of this agreement, submit to County a written calendar of activities for the prior month provided or arranged by Contractor for Clients placed in the Facility.
- H. Allow County staff reasonable access to (1) all areas of Contractor's Facility wherein a Client is currently placed, or had been placed, pursuant to this agreement, at any time and (2) such data as will allow for the meaningful evaluation and monitoring of quality of care by County.
- I. Maintain buildings, grounds, fixtures, furniture, equipment, and supplies pursuant to all requirements set forth in CCR Title 22, Division 6, Chapter 1, Article 6, sections 80086-80088, and Chapter 6, sections 85087-85088. Bathroom fixtures, floor coverings, décor and furnishings at Facility shall be clean, in good repair, and free of rips, stains and hazards.
- J. Provide copies of any reports prepared by State agencies or licensing bodies regarding the Facility or quality of care provided, including any notations of deficiencies.
- K. Acknowledge the funding source of all activities undertaken pursuant to this agreement by including in any educational and training materials, audio visual aids, interviews with the press, flyers, or publications the following statement: "This activity (or program) has been funded (or sponsored) by the County of Shasta through the California Mental Health Services Act."

- L. As required by Government Code section 7550, each document or report prepared by Contractor for or under the direction of County pursuant to this agreement shall contain the numbers and dollar amount of the agreement and all subcontracts under the agreement relating to the preparation of the document or written report. If multiple documents or written reports are the subject of the agreement or subcontracts, the disclosure section may also contain a statement indicating that the total agreement amount represents compensation for multiple documents or written reports. Contractor shall label the bottom of the last page of the document or report as follows: department name, agreement number, and dollar amount. If more than one document or report is produced under this agreement, Contractor shall add: "This [document or report] is one of [number] produced under this agreement.

Section 2. RESPONSIBILITIES OF COUNTY.

During the term of this agreement, County shall:

- A. Through the HHSA Director or any HHSA Branch Director designated by the HHSA Director, refer Clients, via completing a referral packet, to Contractor for placement in the Facility. County shall only compensate Contractor for the provision of services pursuant to this agreement. Contractor shall not be compensated by County for services in the absence of said written authorization from the HHSA Director or any HHSA Branch Director, designated by the HHSA Director. So long as a particular Client remains at the Facility, the authorization for services at the Facility for that Client shall be reviewed by the HHSA Director, or any HHSA Branch Director designated by the HHSA Director, at least once every six months.
- B. Compensate Contractor pursuant to the terms and conditions of this agreement.
- C. Evaluate program outcomes as it relates to individual needs and service plans of Clients placed at Contractor's Facility. County shall provide no more than 40 hours of technical assistance to Contractor to support Contractor in data collection, tracking, and reporting of outcome goals.
- D. Monitor and evaluate the performance of Contractor throughout the term of this agreement.

Section 3. COMPENSATION.

- A. In consideration of the services rendered by the Contractor pursuant to this agreement, County shall pay Contractor on a monthly basis for services of up to 16 beds at the rate of \$115 per day per bed for each Client admitted to the Facility. Payment to Contractor for days during a particular month when a Client is temporarily absent from the Facility is limited to a total of seven days per month and is allowable only if the County determines the following conditions are met:
 - 1. The absence is consistent with the Client's service and treatment plans;

2. The absence is necessary for the Client's progress or maintenance at the level of care furnished by Contractor pursuant to this agreement;
 3. The absence is planned or anticipated; and
 4. The absence, as well as the purpose(s) of the absence, is (are) documented.
- B. County shall pay Contractor \$250 for each Client receiving services from Contractor's third floor independent (non-licensed) living section.
- C. Notwithstanding the above, payment to Contractor for days during a particular month when a Client is temporarily absent, due to acute hospital or acute non-hospital (psychiatric health facility) treatment, or for treatment in other facilities which meet the staffing standards prescribed in the CCR, Title 9, section 663, is limited to 10 days per month. Payment for the days the Client is temporarily absent due to the reasons described in this provision (Section 3.A.), is allowable if such treatment is necessary as determined by County for the Client to return to the level of care furnished by Contractor pursuant to this agreement, (i.e., in a residential facility), and if the purpose(s) is (are) documented in writing by Contractor.
- D. The maximum amount payable to Contractor under this agreement shall be \$671,600 per County Fiscal Year. For the purposes of this agreement, the County Fiscal Year commences on July 1 and ends on June 30 of the following calendar year. The maximum compensation shall not exceed \$2,014,800 during the entire term of the agreement.
- E. No more than once per County Fiscal Year and no later than 30 days after the commencement of each County Fiscal Year 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, changes in the Contractor's rates of compensation as set forth in Section 3.A. of this agreement, provided that an increase in any single rate shall not exceed 10 percent over the original rate during the entire term of this agreement and provided further that the rate increase(s) shall not increase the total compensation payable under this agreement.
- F. Contractor's violation or breach of agreement terms may result in fiscal penalties, withholding of compensation, or termination of agreement.

Section 4. BILLING AND PAYMENT.

- A. Contractor shall submit to HHSA Business and Support Services, Attn: Accounts Payable, P.O. Box 496005, Redding, CA 96049-6005, a monthly itemized statement of services rendered by the 15th day of each month for services rendered the preceding month, which shall include: (1) names of Clients and Client Identification Number (ID#) with each Client's admission and/or discharge date; and (2) number of days utilized by each Client pursuant to this agreement. County shall make payment within 30 days of receipt of Contractor's complete, correct,

and approved statement. For the final month or portion thereof that this agreement is in effect, Contractor shall submit a final statement for services rendered for the final month or portion thereof that this agreement was in effect, by the 15th of the following month, and County shall make payment of the final correct and approved statement by the 30th of that following month. For purposes of effectuating payment of compensation, this provision shall survive the termination or expiration of this agreement.

- B. Compensation under this agreement shall be reduced by applicable contractor revenues. The term “applicable contractor revenues” refers to those receipts or reductions in expenditures or costs which operate to offset or reduce expense or cost items that are allocable to Contractor’s compensation under this agreement (such as but not limited to: purchase discounts, rebates or allowances, insurance refunds and adjustments or overpayment, or other erroneous charges). To the extent that applicable contractor revenues, accruing or received by Contractor relate to allowable reduction, or a cash refund, as appropriate.

Section 5. TERM OF AGREEMENT.

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

Section 6. TERMINATION OF AGREEMENT.

- A. If Contractor materially fails to perform Contractor’s responsibilities under this agreement to the satisfaction of County, or if Contractor fails to fulfill in a timely and professional manner Contractor’s responsibilities under this agreement, or if Contractor violates any of the terms or provisions of this agreement, then County shall have the right to terminate this agreement for cause effective immediately upon the County giving written notice thereof to Contractor. If termination for cause is given by County to Contractor and it is later determined that Contractor was not in default or the default was excusable, then the notice of termination shall be deemed to have been given without cause pursuant to paragraph B of this section.
- B. 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 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, rate changes may be approved in writing as set forth in section 3.E. 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 obtain and maintain continuously a policy of Errors and Omissions coverage with limits of liability of not less than \$1 million per occurrence.
- D. Contractor shall require subcontractors to furnish satisfactory proof to County that liability and workers' compensation and other required types of insurance have been obtained and are maintained similar to that required of Contractor pursuant to this agreement.
- E. With regard to all insurance coverage required by this agreement:
- (1) Any deductible or self-insured retention exceeding \$25,000 for Contractor or subcontractor shall be disclosed to and be subject to approval by the County Risk Manager prior to the effective date of this agreement.
 - (2) If any insurance coverage required hereunder is provided on a "claims made" rather than "occurrence" form, Contractor or subcontractor shall maintain such insurance coverage with an effective date earlier or equal to the effective date of this agreement and continue coverage for a period of three years after the expiration of this agreement and any extensions thereof. In lieu of maintaining post-agreement expiration coverage as specified above, Contractor or subcontractor may satisfy this provision by purchasing tail coverage for the claims-made policy. Such tail coverage shall, at a minimum, provide the insurance coverage required hereunder for claims received and reported three years after the expiration date of this agreement.
 - (3) All insurance (except workers' compensation and professional liability) shall include an endorsement or an amendment to the policy of insurance which names *County, its elected officials, officers, employees, agents, and volunteers as additional insureds*. In the event that coverage is reduced or canceled a notice of said reduction or cancellation shall be provided to County within 24 hours. Any available insurance proceeds in excess of the specified minimum limits and coverage pursuant to the terms of this agreement shall be applicable to the Additional Insured. The additional insureds coverage shall be equal to Insurance Service Office endorsement CG 20 10 for on-going operations, and CG 20 37 for completed operations.

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

"Separation of Insureds.

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

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

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

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

Section 13. COMPLIANCE WITH LAWS; NON-DISCRIMINATION.

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

Section 14. ACCESS TO RECORDS; RECORDS RETENTION.

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

recover through any appropriate method any money erroneously paid under this agreement if evidence exists of less than full compliance with this agreement including, but not limited to, exercising a right of set-off against any compensation payable to Contractor.

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

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

Section 16. LICENSES AND PERMITS.

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

Section 17. PERFORMANCE STANDARDS.

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

Section 18. CONFLICTS OF INTEREST.

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

Section 19. NOTICES.

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

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

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

If to Contractor: Arne Hyson
 1535 Plumas Ct Ste. A
 Yuba City, CA 95991
 Phone: (530) 790-2530
 Fax: (530) 790-2533

- 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. CONFIDENTIALITY OF PATIENT INFORMATION.

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

Section 27. OBLIGATIONS

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

Section 28. FEDERAL HEALTHCARE COMPLIANCE PROGRAM.

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

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

- B. Contractor agrees to provide copies of the Code of Conduct to all Covered Individuals who are its employees and to obtain (subject to review by County and/or Office of Inspector General [OIG]) signed certifications from each individual certifying that they have received, read, and understand the Code of Conduct and agree to abide by the requirements of the Compliance Program. Contractor shall submit the signed certifications to County's Compliance Officer within 30 days after the effective date of this agreement for all current employees who are Covered Individuals and within 30 days after the start date of any newly-hired employees who are Covered Individuals.
- C. Contractor agrees that all of its employees who are Covered Individuals, both current and all newly-hired, will be required to attend annually the complete compliance training program provided by County, or Contractor's program with prior approval of County's Compliance Officer, to its employees as required by the County's Program for Compliance with Federal Healthcare Programs.
- D. Contractor shall not enter into an agreement with any provider who is, or at any time has been, excluded from participation in any federally funded healthcare program, including, without limitation, Medi-Cal or Medi-Cal.
- E. Contractor attests that Contractor and all Contractor's employees and subcontractors are not excluded from Medi-Cal and Medicaid provider participation.
- F. Contractor shall verify monthly all of Contractor's employees and subcontractors are not excluded from Medi-Cal and Medicaid provider participation. Contractor shall maintain documentation of monthly verification on file and provide such documentation to County upon request.

Section 29. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT.

The Parties acknowledge the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations ("HIPAA"). Contractor understands and agrees that, as a provider of medical treatment services, it is a "covered entity" under HIPAA and, as such, has obligations with respect to the confidentiality, privacy, and security of patients' medical information, and must take certain steps to preserve the confidentiality of this information, both internally and externally, including the training of staff and the establishment of proper procedures for the release of such information. The Parties acknowledge their separate and independent obligations with respect to HIPAA, and that such obligations relate to transactions and code sets, privacy, and security. Contractor understands and agrees that it is independently responsible for compliance with HIPAA and agrees to take all necessary actions to comply with the requirements of HIPAA related to transactions and code sets, privacy, and security. Contractor agrees that, should it fail to comply with its obligations under HIPAA, it shall indemnify and hold harmless County (including County's

officers, employees, and agents), for damages that are attributable to such failure. The indemnification provided for in this section is in addition to, and does not in any way limit, the hold harmless, indemnification, and defense obligations of Contractor that are provided for in Section 10.

[SIGNATURE PAGE FOLLOWS]

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

COUNTY OF SHASTA

Date: _____

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

ATTEST:

LAWRENCE G. LEES
Clerk of the Board of Supervisors

By: _____
Deputy

Approved as to form:
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 08/08/18
James Johnson
Risk Management Analyst

Date: 8/29/18

CONTRACTOR

By: Arne Hyson
Arne Hyson,
Chief Executive Officer

Tax I.D.#: On File

EXHIBIT A

RIDGEVIEW RESIDENTIAL CENTER

STAFF SCHEDULE

<u>STAFF</u>	<u>SUN</u>	<u>MON</u>	<u>TUES</u>	<u>WED</u>	<u>THURS</u>	<u>FRI</u>	<u>SAT</u>
Manager (40 hours)	Off	8am-5pm	8am-5pm	8am-5pm	8am-5pm	8am-5pm	Off
Supervisor (40 hours)	Off	8am-5pm	8am-5pm	8am-5pm	8am-5pm	8am-5pm	Off
MHW #1	24 hours	24 hours	24 hours	24 hours	24 hours	24 hours	24 hours
MHW #2	24 hours	24 hours	24 hours	24 hours	24 hours	24 hours	24 hours

EXHIBIT B

Program Review

Introduction

Contractor, located at 2096 Cascade Blvd. Shasta Lake, CA, offers a full range of mental health services and programs for adults and older adults ages 18 through 59, who are suffering from chronic and persistent mental health challenges and who are unable to provide for their own daily needs. Care is delivered by a multidisciplinary team in partnership with local providers which may include psychiatrists, nurses, social workers, care managers, mental health counselors, substance abuse counselors, vocational counselors, paraprofessionals, family members and other professionals, depending on the needs of Clients.

Contractor guides and supports individuals experiencing mental health symptoms toward recovery, psychiatric rehabilitation, and well-being. Contractor integrates evidence-based practices, individual treatment and additional resources to support a healthy mind, body and spirit. The Contractor's program provides a safe a supportive environment where residents have the opportunity to regain mental health and stability and overcome "daily living" obstacles.

Contractor's mission is to provide an integrated service delivery system incorporating affordable and supportive housing services through organizational strategies that deliver quality Client care and reliable outcome data under the guidance of professional program managers.

Contractor's business plan approach is an integrated services model which is designed to achieve four broad objectives; 1) to provide accessible service delivery and supportive affordable housing for Clients; 2) to control and decrease the cost of Client's mental health care; 3) to integrate Clients toward independence by utilizing existing local providers for primary and mental health care; and 4) to decrease homelessness, law enforcement contact, and emergency room services.

Residential Structured Programs

Contractor has developed an affordable, intensive, short-term residential treatment program to serve adults returning to Shasta County following a psychiatric hospitalization or to provide an alternative to psychiatric hospitalization.

Contractor will serve up to 16 persons at a time in a supportive, comfortable, and structured therapeutic living environment. Contractor's second floor will be licensed as an Adult Residential Facility by Community Care Licensing, a division of the California Department of Social Services. Contractor's program (sample of program schedule below) will offer brief intensive treatment for Clients who suffer from dual diagnosis, trauma, and mood related disorders. Contractor has the capacity to offer long-term care for persistent mental illness and for Clients who require direction with basic life skills. Clients participate in group and individual counseling, and practice living independently. In this friendly environment, they help each other by sharing their problems and living cooperatively. Use of supportive services in the community and appropriate complimentary primary care health practices is encouraged. Typically, the length of treatment is about 90 days.

The Facility will be staffed at all time with sufficient numbers and competent staff to meet Client needs.

The goal of Contractor is to assist mental health Clients to stabilize their mental health condition, optimize their functioning, and return to a less restrictive level of care.

As determined by County, referrals will come from two sources; higher levels of acute, locked or other long-term placements or from lower levels of supervised or independent living. Contractor will provide a Client-driven, clinician supervised rehabilitation program model that will assist the Client in identifying, practicing and implementing those skills necessary to reduce the number of inpatient hospital days and maximize their opportunity to succeed in community-based living arrangements.

Contractor's program focus will include those areas that historically are barriers to successful and lasting transition to less restrictive levels of care; medication management and education, interpersonal coping skills development, independent living skills education and practice, and self-advocacy. Clients will remain in the program until they are able to transition to an appropriate placement identified by the treatment team and the client.

The program will be staffed by professionals and para-professionals, including a psychiatrist, physician's assistant, nurse practitioners, clinical psychologist, registered nurse, Licensed Vocational Nurse/Licensed Psychiatric Technician's, recreation therapist, case manager and mental health workers. Ancillary services such as medical appointments, consults, lab, dentistry, etc., will be made with appropriate referrals.

Each Client works with a multi-disciplinary team comprised of team members that possess diverse skills, with education and experience in a variety of fields, including psychiatry, social work, psychology, chemical health, nursing, case management, complementary health practices, therapeutic recreation, nutrition, and health & wellness.

Admission and Discharge Criteria

Admission Criteria

Contractor's Facility is intended for individuals who have an identifiable dementia, or other mental health condition or crisis, requiring temporary or long-term placement outside of their home. Contractor accepts "voluntary" and "conserved" Clients of County referred by County who meet the admission criteria established for the program.

Inclusions:

- Client must have a qualified mental health diagnosis;
- Client or Client's legal guardian/conservator must consent to treatment;
- Client must have an emergent or long-term related mental health need that cannot be treated at a lower level of care;
- Client must be free from alcohol or drug use for at least 24 hours prior to entering the program; and
- Client must be referred from County or have the approval of the Contractor's Medical Director.

Exclusions:

- Client must not be actively dangerous to self or others;
- Client must not have a need for a higher level of acute psychiatric care;
- Client must not have a need for acute medical treatment or nursing care;
- Client must not have an active case of communicable tuberculosis;
- Client must not have a condition that renders them bedridden; and
- Client must not have a primary diagnosis of drug or alcohol problems.

Discharge Criteria

With the exception of cases involving acute psychiatric or medical attention requiring immediate placement, the County will provide a 30-day notice for discharge to ensure all supporting documentation is prepared in a timely manner with a safe medical, psychiatric, and therapeutic transition plan.

Clients are discharged or transferred from Contractor's Facility when the Client has demonstrated that they meet all of the following criteria:

- Client has met the criteria for discharge listed in the treatment plan;
- Client has alleviated all crisis and/or other symptoms;
- Client has demonstrated ability to function in a less-restrictive environment;

If Client does not meet all of the criteria listed above, Client may be discharged or transferred from Contractor's Facility when the Client has demonstrated that they meet at least one of the following criteria:

- Client has demonstrated need for a higher level of medical or psychiatric care;
- Client has demonstrated an uncooperative attitude toward treatment and is actively engaged in counter-productive behavior;
- Client has repeatedly disregarded the rules of the Facility and/or responsibilities and expectations;
- Client has demonstrated threats and/or other dangerous behavior to other residents or staff.

Mandatory Groups

Check-In Group: Client joins the household each morning and afternoon and checks-in with "how you're doing", what your plan for the day is, and hear staff announcements.

Illness Management and Recovery (IMR) Group: In IMR Clients learn about mental illness and strategies for treatment, how to decrease symptoms, and how to reduce relapses and re-hospitalizations. This group will help identify personal recovery goals and will include homework to support in making progress toward goals.

House Meeting/Squeaky Clean: This meeting gives Clients a chance to check in with the household, give suggestions, make comments, air grievances, and give compliments. The Clients run this meeting. Staff will make special announcements and recreation activities will be planned

during this meeting. After this meeting, Clients work together as a house to get weekly cleaning completed.

Coping Skills Group: This group is focused on learning and practicing skills to cope with a variety of symptoms of mental illness and experiences in life such as stress, anxiety, and depression. Group members will learn how their thoughts, feelings, and behaviors are connected and how to use this connection in different ways to increase coping.

Health and Wellness Group: This group is facilitated by a Registered Nurse. The focus is on group discussions around the promotion of wellness, medical self-care, and disease prevention. It provides Clients an opportunity to get their medical questions answered and learn important information about their health.

Elective Groups

Independent Living Skills Group: This group discusses all the topics it takes to live independently. Clients pick their goals and get support and feedback from others.

Dual Recovery Group: This group is an educational support group for residents who want to reduce their use of drugs or alcohol or stop using substances altogether. This group is also appropriate for those who would like support in maintaining their sobriety.

Therapeutic Art Group: Clients learn more about their creative side by spending time getting to know themselves better and have fun with art.

Social Relationships Group: This group discusses topics like; communication, self-esteem, family relationships, friends, anger education, assertiveness, self-improvement, and much more. This group will help Clients practice the skills it takes to have positive relationship experiences.

Brain Train Group: In this group, Clients learn how to increase memory, concentration, attention and focus, through learning and practice of research-based strategies for improving the brain in all these areas. During this group Clients spend time doing pencil puzzles, strategy games, memory games and learning the cognitive benefits of this practice.

Mindful Movement Group: In this group, Clients learn exercises that can relieve anxiety and help improve mood, energy, and concentration. These exercises are safe, gentle and easy to learn.

We Fit!: This group's focus is to increase resident's physical movement. When the weather is pleasant, this time is used for the walking group. When weather is less than pleasant, other activities are used to increase movement, for example, Wii Fit, walking local malls, etc.

Relaxation Group: This is a very easy group which provides a pleasant experience of deeper relaxation. No previous experience is necessary. The group facilitator guides the group using nature music, simple breathing and a guided imagery format.

Open Process/Men's & Women's Group: These groups are just as they sound. The groups rotate; with open process every other week and then men's group and women's group monthly. It is an open group to discuss whatever is on your minds. Focus will be primarily on feelings, current concerns, and potential solutions. One of the main goals of this group is for group members to

support each other in getting and giving advice and support. Men's group will focus on male Client's concerns or issues, Women's group will focus on female Client's concerns or issues.

Family and Friends Group: Join this group for treats, conversation, and education. This is a chance for Client's family members and friends to learn more about recovery, facts about mental illness, self-care and problem-solving techniques. This group is open to Clients and any family member or close friend the Client wishes to invite.

Vocational Group: This group is facilitated by Clients and the focus is on chemical dependency issues, spiritual support, and recovery. There are no requirements for membership or to attend.

Activities

Community Outings: Outings are planned at the request of Clients. Outings with staff go to places like movies, bowling, playing pool, etc. For independent outings, staff will help coordinate with other Clients, provide a gift card (such as for coffee or bowling), and Client will go on their own. Suggestions are welcomed.

Basic Needs: This is a time when our Independent Living Skills Coordinator assists with Client meal planning and if anyone else would like to tag along to get basic needs from the grocery store.

Brunch: On Sunday mornings, we have a home cooked brunch.

Bingo: Clients can play bingo with peers for a chance to win prizes.

EXHIBIT C

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

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

1. PURPOSE

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

2. CODE OF CONDUCT - GENERAL STATEMENT

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

3. CODE OF CONDUCT

All HHSA Contractors and employees, volunteers, and interns of Contractor shall:

- A. Perform their duties in good faith and to the best of their ability;
- B. Comply with all statutes, regulations, and guidelines applicable to Federal Health Care programs, and with this Code of Conduct;

- C. Refrain from any illegal conduct. When a Contractor is uncertain of the meaning or application of a statute, regulation, or policy, or the legality of a certain practice or activity, Contractor shall inform the HHSA Compliance Officer or designee;
- D. Not obtain any improper personal benefit by virtue of their contractual relationship with HHSA;
- E. Notify the HHSA Compliance Officer or designee immediately upon the receipt, at any location, of any inquiry, subpoena, or other agency or government request for information regarding HHSA or the services provided under this agreement between HHSA and Contractor;
- F. Not destroy or alter HHSA information or documents in anticipation of, or in response to, a request for documents by any applicable government agency or from a court of competent jurisdiction;
- G. Not engage in any practice intended to unlawfully obtain favorable treatment or business from any entity, physician, client, resident, vendor, or any other person or entity in a position to provide such treatment or business;
- H. Not accept any gift of more than nominal value or any hospitality or entertainment, which because of its source or value, might influence the Contractor's independent judgment in transactions involving HHSA or the services provided under this agreement between HHSA and Contractor;
- I. Disclose to the HHSA Compliance Officer or designee any financial interest, official position, ownership interest, or any other financial or business relationship that they (or a member of their immediate family, or persons in their employ) has with HHSA's employees, vendors or contractors;
- J. Not participate in any false billing of HHSA, client, other government entities, or any other party;
- K. Not participate in preparation or submission of any false cost report or other type of report submitted to the HHSA or any other government entity;
- L. Not pay, or arrange for Contractor to pay, any person or entity for the referral of HHSA client to Contractor, and shall not accept any payment or arrange for any other entity to accept any payment for referrals from Contractor;
- M. Not use confidential HHSA information for their own personal benefit or for the benefit of any other person or entity, while under contract to HHSA, or at any time thereafter;
- N. Not disclose confidential medical information pertaining to HHSA's clients without the express written consent of the client or pursuant to court order and in accordance with all applicable laws;

- O. Promptly report to the HHSA Compliance Officer or designee any and all violations or reasonably suspected violations of this Code of Conduct;
- P. Promptly report to the HHSA Compliance Officer or designee any and all violations or reasonably suspected violations of any statute, regulation, or guideline applicable to Federal Health Care programs;
- Q. Know they have the right to use HHSA's Confidential Disclosure Line without fear of retaliation with respect to disclosures; and with HHSA's commitment to maintain confidentiality, as appropriate; and
- R. Not engage in or tolerate retaliation against anyone who reports suspected wrongdoing.

4. **SHASTA COUNTY COMPLIANCE OFFICER**

The Shasta County HHSA Compliance Officer may be contacted at:

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

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

Email: mhcompofcr@co.shasta.ca.us

CODE OF CONDUCT CERTIFICATION PAGE FOLLOWS



Shasta County Health & Human Services Agency (HHSA)

CODE OF CONDUCT - CONTRACTOR CERTIFICATION

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

acknowledge that:

1. I am an employee of Cascades Management Company, LLC dba Ridgeview Residential Care Home, a contractor of the County of Shasta, through its Health and Human Services Agency;
2. I have received a copy of the Code of Conduct;
3. I have read and understand the Code of Conduct; and
4. I agree to comply with the Code of Conduct.

Signed _____ Date _____

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

Thank you.

REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS

BOARD MEETING DATE: October 2, 2018

CATEGORY: Consent - Health and Human Services-6.

SUBJECT:

Agreement with Kathaleen Waltz, dba LeBrun Adult Residential Care Facility

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 Kathaleen Waltz, dba LeBrun Adult Residential Care Facility in an amount not to exceed \$750,000 to provide enhanced residential care home services for the period July 1, 2018 through June 30, 2021.

SUMMARY

This proposed renewal agreement will allow Kathaleen Waltz, dba LeBrun Adult Residential Care Facility (LeBrun), to continue to provide enhanced services within a board and care setting to support Shasta County individuals with severe and persistent mental illness in the least restrictive environment possible.

DISCUSSION

LeBrun is an Adult Residential Board and Care facility licensed with State of California Community Care Licensing (CCL) which provides non-acute 24-hour residential care to individuals with mental illness. Board and care programs such as LeBrun offer mental health clients a less restricted level of housing and care than a locked facility such as an Institution of Mental Disease (IMD), state hospital, or acute psychiatric hospital. The County contracts with a variety of local residential facilities such as Adult Residential Facilities and Residential Care for the Elderly which can meet the needs of clients served by Health and Human Services Agency (HHSA) Adult Services. The need for this type of facility exceeds the current supply, so contracts are sought for local facilities which meet the CCL requirements and which are interested in contracting with the County.

LeBrun's services provide, to all residents of their facility, skill development for independent living and preparation for reentering the workforce. Services include health promotion and prevention, social skills development, training in basic housekeeping, hygiene and personal care, budgeting and money management, use of public transportation, and developing social networks.

Under the terms of the agreement, HHSA Adult Services staff will provide referral, authorization and reauthorization for

approved clients residing at LeBrun. Additionally, LeBrun will continue to accept clients returning to the community from IMD's and will allow clients to return to LeBrun after stabilization at the County's Crisis Residential and Recovery program.

LeBrun is currently providing these services for \$15.32 per bed day. This agreement increases the rates to \$16.85 per day per bed for Fiscal Year 2018-19, \$18.54 per day per bed for Fiscal Year 2019-20, and \$20.23 per day per bed for Fiscal Year 2020-21. This will provide compensation for the services at market rates and will allow LeBrun to expand augmented services to all clients who can benefit from them.

This agreement will also authorize the HHSa Director, or any HHSa Branch Director designated by the Director, to approve, in writing and in advance, amendments for annual changes in LeBrun's rates of compensation provided that an increase in any single rate shall not exceed 10 percent over the original rate during the entire term of this agreement and provided further that the rate increase(s) shall not increase the total compensation payable under this agreement.

The retroactivity of this agreement is due to ongoing negotiations between HHSa and LeBrun.

ALTERNATIVES

The Board could choose not to approve this renewal agreement, or to approve with modified terms.

OTHER AGENCY INVOLVEMENT

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

FINANCING

The agreement is funded with MHSA Community Services and Supports funding and a combination of 1991 and 2011 realignment. The Fiscal Year 2018-19 Mental Health Services Act (BU 404) and Mental Health (BU 410) Adopted Budgets include sufficient appropriation authority for the activities described in this agreement and will be included in future year budget submittals. The costs are on a fee-for-service basis and only incurred when a Shasta County resident is authorized by the County for augmented residential care home services at LeBrun. There is no additional General Fund impact from the recommended action.

ATTACHMENTS:

Description	Upload Date	Description
Agreement	9/5/2018	Agreement

**PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF SHASTA
AND
KATHALEEN WALTZ DBA LEBRUN ADULT RESIDENTIAL CARE FACILITY**

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 Kathaleen Waltz dba LeBrun Adult Residential Care Facility ("Contractor") (collectively, the "Parties" and individually a "Party") for the purpose of providing an augmentation program for residential care home services.

Section 1. RESPONSIBILITIES OF CONTRACTOR.

Clients of County ("Clients") may be placed by County in Contractor's facility at 1066 LeBrun Lane, Redding, California ("Facility") to receive residential care home services upon referral of the Client by County and acceptance of Client by Contractor. Upon such placement, and pursuant to the terms and conditions of this agreement, Contractor shall:

- A. Comply with the licensing requirements for Adult Residential Facilities as delineated in California Code of Regulations (CCR), Title 22, Division 6, Chapters 1 and 6.
- B. Prior to admission of each Client, complete a written Needs and Services Plan ("Plan") pursuant to all requirements set forth in CCR Title 22, Division 6, Chapter 1, Article 6, section 80068.2 and Chapter 6, Article 6, section 85068.2. and submit to County within 30 days of placement.
- C. Provide those services identified in each Client's Plan as necessary to meet the Client's needs pursuant to CCR Title 22, Division 6, Chapter 1, Article 6, section 80078 and Chapter 6, Article 6, section 85078.
- D. Update the Plan for each Client as frequently as necessary pursuant to requirements set forth in CCR Title 22, Division 6, Chapter 1, Article 6, section 80068.3 and Chapter 6, Article 6, section 85068.3 to ensure the accuracy of each Plan, and to document significant occurrences that result in changes in each Client's physical, mental and/or social functioning.
- E. Participate in meetings with County case managers, as may be called by County, to review the progress of each Client, medication dosage and compliance (as documented in each Client's medication records), recreation participation, and specific Client issues.
- F. Submit quarterly status reports, Board and Care Home Quarterly Report, attached and incorporated herein as **Exhibit A**, to County during the term of this agreement for each Client placed in the Facility. For purposes of this agreement, quarterly shall mean no later than 20 days after the end of each calendar quarter (i.e. September, December, March, and June) during the time this agreement is in effect.
- G. Provide planned recreational activities for all Clients pursuant to requirements set forth in CCR Title 22, Division 6, Chapter 6, Article 6, section 85079.
- H. By the 10th day of each month during the term of this agreement, submit to County a written calendar of activities for the prior month provided or arranged by Contractor for Clients placed in the Facility.

- I. Allow County staff reasonable access to: (1) all areas of Contractor's Facility wherein a Client is currently placed, or had been placed, pursuant to this agreement, at any time; and, (2) such data as will allow for the meaningful evaluation and monitoring of Contractor's quality of Client care provided by Contractor.
- J. Maintain buildings, grounds, fixtures, furniture, equipment, and supplies pursuant to all requirements set forth in CCR Title 22, Division 6, Chapter 1, Article 6, sections 80086-80088, and Chapter 6, sections 85087-85088. Bathroom fixtures, floor coverings, décor and furnishings at Facility shall be clean, in good repair, and free of rips, stains, and hazards.
- K. Contractor shall employ necessary staff to ensure provision of care and supervision to meet Client needs pursuant to requirements set forth in CCR Title 22, Division 6, Chapter 1, Article 6, sections 80077.2 through 80078, and Chapter 6, Article 6, section 85065.
- L. Provide supports and opportunities to Clients which allow them to develop skills for daily living and to prepare them to re-enter the work force. These supports may include, but are not limited to, health promotion and prevention, social skill development, training in basic housekeeping, hygiene and personal care, budgeting and money management.
- M. Develop and implement an augmentation program to assist Clients in developing skills for independent living. Client participation will be based on the Client's Plan. The augmentation program shall include training on budgeting and personal shopping, managing medications, using public transportation, and developing social networks. A transitional living house will be available for Clients to live in as a component of the augmentation program.
- N. Provide transportation to Clients pursuant to CCR Title 22, Division 6, Chapter 1, Article 6, section 80074.
- O. Acknowledge the funding source of all activities undertaken pursuant to this agreement by including in any educational and training materials, audio visual aids, interviews with the press, flyers, or publications the following statement: "This activity (or program) has been funded (or sponsored) by the County of Shasta through the California Mental Health Services Act."
- P. As required by Government Code section 7550, each document or report prepared by Contractor for or under the direction of County pursuant to this agreement shall contain the numbers and dollar amount of the agreement and all subcontracts under the agreement relating to the preparation of the document or written report. If multiple documents or written reports are the subject of the agreement or subcontracts, the disclosure section may also contain a statement indicating that the total agreement amount represents compensation for multiple documents or written reports. Contractor shall label the bottom of the last page of the document or report as follows: department name, agreement number, and dollar amount. If more than one document or report is produced under this agreement, Contractor shall add: "This [document or report] is one of [number] produced under this agreement."

Section 2. RESPONSIBILITIES OF COUNTY.

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

- A. Refer Clients by providing a completed written referral packet to Contractor for Client placement in Facility. Once accepted by the Contractor to the Facility, and written authorization from County agreeing to placement and compensation at the agreed upon rate is received by Contractor, compensate Contractor for the provision of services pursuant to this agreement. Contractor shall not be compensated by County for services in the absence of said written authorization. So long as a particular Client remains at the Facility, the authorization for services for that Client shall be reviewed by the Health and Human Services Agency ("HHSA") Director ("Director"), or any HHSA Branch Director or HHSA Branch Deputy Director designated by the Director, at least once every six months.
- B. Compensate Contractor pursuant to the terms and conditions of this agreement.
- C. Evaluate program outcomes as it relates to individual Client Plans of Clients placed at Contractor's facility. County shall provide no more than 40 hours of technical assistance to Contractor during the entire term of this agreement to support Contractor in data collection, tracking, and reporting of outcome goals.
- D. Monitor and evaluate the performance of Contractor throughout the term of this agreement.

Section 3. COMPENSATION.

- A. County shall pay Contractor on a monthly basis, for each client admitted to the Facility, for services at the rate of \$16.85 per day per bed for Fiscal Year 2018-19, \$18.54 per day per bed for Fiscal Years 2019-20, and \$20.23 per day per bed for Fiscal Year 2020-21. Payment to Contractor for days during a particular month when a Client is temporarily absent from the Facility is limited to a total of seven days per month and is allowable only if the County determines the following conditions are met:
 - 1. The absence is consistent with the Client's Plan;
 - 2. The absence is necessary for the Client's progress or maintenance at the level of care furnished by Contractor pursuant to this agreement;
 - 3. The absence is planned or anticipated; and
 - 4. The absence, as well as the purpose(s) of the absence, is (are) documented.
- B. Notwithstanding the above, payment to Contractor for days during a particular month when a Client is temporarily absent, due to acute hospital or acute non-hospital (psychiatric health facility) treatment, or for treatment in other facilities which meet the staffing standards prescribed in the CCR, Title 9, section 663, is limited to 10 days per month. Payment for the days the Client is temporarily absent due to the reasons described in Section 3.A., is allowable if such treatment is necessary as determined by County for the Client to return to the level of care furnished by Contractor pursuant to this agreement, (i.e., in a residential facility), and if the purpose(s) is (are) documented in writing by Contractor.
- C. The maximum amount payable to Contractor under this agreement shall be \$225,000 for FY 2018/19, \$250,000 for FY 2019/20, and \$275,000 for FY 2020/21. For the purposes of this agreement, the County Fiscal Year commences on July 1 and ends on June 30 of the following calendar year. The total maximum compensation shall not exceed \$750,000 during the entire term of the agreement.

- D. During the term of this agreement, the HHSA Director, or any HHSA Branch Director designated by HHSA Director, may approve rate changes made by Contractor, in writing and in advance, provided that the increase in any single Contractor rate shall not exceed 10 percent over the original rate, per fiscal year, during the entire term of this agreement and provided further that the rate increase shall not increase the total compensation payable under this agreement.
- E. Contractor's violation or breach of agreement terms may result in fiscal penalties, withholding of compensation, or termination of agreement.

Section 4. BILLING AND PAYMENT.

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

Section 5. TERM OF AGREEMENT.

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

Section 6. TERMINATION OF AGREEMENT.

- A. If Contractor materially fails to perform Contractor's responsibilities under this agreement to the satisfaction of County, or if Contractor fails to fulfill in a timely and professional manner Contractor's responsibilities under this agreement, or if Contractor violates any of the terms or provisions of this agreement, then County shall have the right to terminate this agreement for cause effective immediately upon the County giving written notice thereof to Contractor. If termination for cause is given by County to Contractor and it is later determined that Contractor was not in default or the default was excusable, then the notice of termination shall be deemed to have been given without cause pursuant to paragraph B of this section.
- B. County may terminate this agreement without cause on 30 days written notice to Contractor.
- C. County may terminate this agreement immediately upon oral notice should funding cease or be materially decreased during the term of this agreement.
- D. County's right to terminate this agreement may be exercised by the County Executive Officer, the County's 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, rate changes may be approved in writing as set forth in section 3.D. 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 obtain and maintain continuously a policy of Errors and Omissions coverage with limits of liability of not less than \$1 million per occurrence.
- D. Contractor shall require subcontractors to furnish satisfactory proof to County that liability and workers' compensation and other required types of insurance have been obtained and are maintained similar to that required of Contractor pursuant to this agreement.
- E. With regard to all insurance coverage required by this agreement:
 - 1. Any deductible or self-insured retention exceeding \$25,000 for Contractor or subcontractor shall be disclosed to and be subject to approval by the County Risk Manager prior to the effective date of this agreement.
 - 2. If any insurance coverage required hereunder is provided on a "claims made" rather than "occurrence" form, Contractor or subcontractor shall maintain such insurance coverage with an effective date earlier or equal to the effective date of this agreement and continue coverage for a period of three years after the expiration of this agreement and any extensions thereof. In lieu of maintaining post-agreement expiration coverage as specified above, Contractor or subcontractor may satisfy this provision by purchasing tail coverage for the claims-made policy. Such tail coverage shall, at a minimum, provide the insurance coverage required hereunder for claims received and reported three years after the expiration date of this agreement.

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

"Separation of Insureds.

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

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

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

- A. If any claim for damages is filed with Contractor or if any lawsuit is instituted concerning Contractor's performance under this agreement and that in any way, directly or indirectly, contingently or otherwise, affects or might reasonably affect County, Contractor shall give prompt and timely notice thereof to County. Notice shall be prompt and timely if

given within 30 days following the date of receipt of a claim or 10 days following the date of service of process of a lawsuit. This provision shall survive the termination, expiration, or cancellation of this agreement.

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

Section 13. COMPLIANCE WITH LAWS; NON-DISCRIMINATION.

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

Section 14. ACCESS TO RECORDS; RECORDS RETENTION.

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

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

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

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

Section 16. LICENSES AND PERMITS.

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

Section 17. PERFORMANCE STANDARDS.

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

Section 18. CONFLICTS OF INTEREST

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

Section 19. NOTICES.

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

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

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

If to Contractor: Kathaleen Waltz
LeBrun Adult Residential Care Facility
1066 LeBrun
Redding, CA 96002
Phone: (530) 223-2872 | Fax: (530) 223-2883

- 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. CONFIDENTIALITY OF PATIENT INFORMATION.

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

Section 27. OBLIGATIONS.

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

Section 28. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT.

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

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

[SIGNATURE PAGE FOLLOWS]

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

COUNTY OF SHASTA

Date: _____

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

ATTEST
LAWRENCE G. LEES
Clerk of the Board of Supervisors

By: _____
Deputy

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

 9/29/18
By: Alan B. Cox
Deputy County Counsel

RISK MANAGEMENT APPROVAL

 08/30/18
James Johnson
Risk Management Analyst

CONTRACTOR

Date: 4 Sept 2018


KATHALEEN WALTZ

Tax ID: On File

EXHIBIT A

QUARTERLY REPORT

COMPLETED FORMS MAY BE MAILED, EMAILED OR FAXED

Shasta County Health and Human Services Agency

Adult Services Branch

ATTN: Contracts

2640 Breslauer Way, Redding CA 96001

Email: ASContracts@co.shasta.ca.us

FAX Number: (530) 229-8322

Provider Name: _____

Quarter Covered by Report: _____

Report Completed by: _____

Phone Number: _____

Email Address: _____

Date of Report: _____

Please report the following information for the quarter:

1	Number of Shasta County Clients added to the program. <i>Target: = 90 % of Clients referred</i>	# accepted	%
2	Number of Shasta County Clients not admitted to the program. (A referral for admittance was sent to program and was declined)	# declined	
3	Number of Clients who discharged this quarter. (To get %, divide # of Clients who discharge by total # of Clients)	# discharged	%
4	Number of adults who received crisis services (5150 evaluation). <i>Target: < 3%</i> (To get %, divide # of Clients receiving crisis services by total # of Clients)	# receiving	%
5	Number of clients arrested/detained this quarter. <i>Target = < 3%</i> (To get %, divide # of Clients arrested/detained by # of Clients)	# arrested /detained	%
6	Number of Clients who were admitted to psychiatric hospital. <i>Target: < 3%</i> (To get %, divide # of Clients admitted by total # of Clients)	# admitted	%
7	Number of Clients moved to a higher level of care. <i>Target: < 3%</i> (To get %, divide # of Clients moved to higher level of care by total # of Clients)	# moved	%
8	Number of Clients who successfully transitioned to a lower level of care. (To get %, divide # of Clients who moved to lower level of care by total # of Clients)	# moved	%

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

1. Number 4 has a less than 3% target measure. If the number of Clients who received crisis services was higher than 3%, please explain why:

EXHIBIT A

2. Number 4 has a less than 3% target measure. If the number of Clients who received crisis services was higher than 3%, please explain why:

3. Number 5 has a less than 3% target measure. If the number of Clients who were admitted to a psychiatric hospital was higher than 3%, please explain why:

4. Number 6 has a less than 3% target measure. If the number of Clients who were arrested/detained was higher than 3%, please explain why:

5. Number 7 has less than 3% target measure. If the number of clients who were moved to a higher level of care was higher than 3%, please explain why:

6. If any of the above (1-4) questions are answered. Please explain what your plan is over this next quarter to ensure your program can meet the expected target measure:

7. If there were any extenuating circumstances or significant changed over this past quarter, please explain here:

REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS

BOARD MEETING DATE: October 2, 2018

CATEGORY: Consent - Health and Human Services-7.

SUBJECT:

Partnership HealthPlan Of California Memorandum of Understanding

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

Approve and authorize the Chairman to sign a retroactive renewal Memorandum of Understanding with Partnership HealthPlan of California with no compensation to coordinate Medi-Cal managed care in Shasta County for the period June 1, 2018 through June 30, 2023.

SUMMARY

Approval of the renewal Memorandum of Understanding (MOU) will allow the continued collaboration between the County's Target Case Management (TCM) and the County and PHC's managed care health plan.

DISCUSSION

TCM consists of comprehensive case management services that assists clients/members within a specified target population to gain access to needed medical, social, educational, and other services. TCM services ensure that the changing needs of the client/member are addressed on an ongoing basis and appropriate choices are provided among the widest array of options for meeting those needs. The TCM Program serves the needs of adults and children who qualify for TCM. Both PHC and County's TCM Program share a common goal of assuring that Medi-Cal beneficiaries receive a continuum of health care and supportive services across all providers and care settings that are not duplicated. For many years, Health and Human Services Agency (HHSA) has acted as the Local Government Agency (LGA) for purposes of overseeing and coordinating TCM activities in Shasta County. HHSA continues this role for TCM funded services

including receiving and disbursing funds and contracting with participating entities. California’s “Bridge to Reform,” Section 1115 Medicaid Demonstration Waiver and the related Medi-Cal managed care expansion requires Medi-Cal managed care health plans to be responsible for broader care coordination and case management services for Medi-Cal beneficiaries. This includes coordination and referral of resources for client/member social support issues. This MOU defines protocols to follow in order to avoid duplication of services and activities. These protocols will serve as the basis for the coordination of care and non-duplication of services. This MOU is retroactive due to the delays in the renewal process while determining if funding for TCM services was continued in the state budget and would continue to be utilized within Shasta County.

ALTERNATIVES

The Board could choose not to approve the agreement.

OTHER AGENCY INVOLVEMENT

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

FINANCING

Appropriations and revenue associated with the agreement were included in the Fiscal Year 2018-19 Adopted Budget. There are no additional County General Funds required with approval of the recommendation.

ATTACHMENTS:

Description	Upload Date	Description
AGR.HHSA.PHC.TCM MOU.FY18-19	9/17/2018	AGR.HHSA.PHC.TCM MOU.FY18-19

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE COUNTY OF SHASTA
TARGETED CASE MANAGEMENT PROGRAM
AND
PARTNERSHIP HEALTHPLAN OF CALIFORNIA**

This MEMORANDUM OF UNDERSTANDING (MOU) is made between the County of Shasta, a political subdivision of the State of California through its Health and Human Services Agency Targeted Case Management Program (hereinafter referred to as "County") and PARTNERSHIP HEALTHPLAN OF CALIFORNIA (hereinafter referred to as PHC), a public entity contracted with the Department of Health Care Services ("DHCS") (collectively, the "Parties" and individually a "Party").

1. BACKGROUND

- A. Targeted Case Management (TCM) consists of comprehensive case management services that assist clients/members within a specified target population to gain access to needed medical, social, educational, and other services. TCM services ensure that the changing needs of the client/member are addressed on an ongoing basis and appropriate choices are provided among the widest array of options for meeting those needs. The TCM Program serves the needs of adults and children who qualify for TCM. Both PHC and County's TCM Program share a common goal of assuring that Medi-Cal beneficiaries receive a continuum of health care and supportive services across all providers and care settings that are not duplicated.
- B. California's "Bridge to Reform," Section 1115 Medicaid Demonstration Waiver and the related Medi-Cal managed care expansion requires Medi-Cal managed care health plans to be responsible for broader care coordination and case management services for Medi-Cal beneficiaries. This includes coordination and referral of resources for client/member social support issues.
- C. In order to implement a collaborative approach between County's TCM program and PHC's Medi-Cal managed care health plan (MCP), and to offer the broadest care possible to client/members/members, County is required to enter into a MOU with PHC as the managed care health plan for Shasta County.
- D. This MOU defines protocols to follow in order to avoid duplication of services and activities. These protocols will serve as the basis for the coordination of care and non-duplication of services.

2. PURPOSE

The purpose of this Memorandum is to define the respective responsibilities and necessary coordination between County and PHC as well as provide assurance that claims for TCM do not duplicate claims for Medi-Cal managed care. The Parties to this MOU agree to adhere to the Procedures ensuring coordination and non-duplication of services set forth in this MOU.

3. CASE MANAGEMENT

- A. While both County and PHC provide case management, there is a distinction between case management provided by County's TCM Program and by PHC.

- 1) PHC primarily focuses on client/member medical needs in providing case management as the primary payer of client/member medical care. This may include management of acute or chronic illness.
 - 2) In contrast, County's TCM Program focuses on the management of the whole client/member, including referring clients/members to providers to address medical issues, as appropriate. However, the County's TCM Program is not a provider of medical services and does not include the provision of direct services.
- B. Case management services, as defined in Title 42 Code of Federal Regulations (CFR) Section 440.169, include the following four service component requirements:
- 1) Assessment and Periodic Reassessment.
 - 2) Development of Specific Care Plan.
 - 3) Referral and Related Activities.
 - 4) Monitoring and Follow-Up Activities.
- C. The four component requirement applies to both TCM Program and PHC case management. TCM services do not include the direct delivery of underlying medical, social, educational, or other services to which an individual has been referred.
- D. The claimable unit of TCM service is the provision of one of these four service components in a face-to-face encounter with the client/member.

4. ROLES

Partnership HealthPlan of California

- A. PHC will partner with County's TCM Program to ensure that members receive the appropriate level of case management services. The collaborative process will ensure that there is no duplication of services.
- 1) PHC will oversee the delivery of primary health care and related care coordination. PHC is responsible for providing all medically necessary health care identified in the care plan including medical education that the member may need as well as any necessary medical referral authorizations. Case management for member medical issues and linkages to PHC covered health services will be the responsibility of PHC.
 - 2) PHC will provide members with linkage and care coordination for any necessary medical social support need identified by PHC that do not need medical case management.

County TCM Program

- A. County may contract with other providers to provide TCM services. County's Contractors ("Contractors") shall be required to provide services in accordance with all terms and conditions of this MOU.

- B. County will ensure the provision of TCM services for medical, social, educational, and other services needing case management. For client/member medical issues needing case management, the TCM Program will refer PHC members with open TCM cases to PHC when identified by the TCM Case Manager.

5. PROCEDURES

Area of Responsibility	County TCM Program (TCM Program)	PHC
A. Liaison	<ol style="list-style-type: none"> 1) TCM Program shall be responsible for facilitating coordination with PHC Liaison, and resolving operational issues related to care coordination and non-duplication of services. 2) Each TCM Program Case Manager will serve as the primary contact for their respective client/members receiving TCM services. 	<ol style="list-style-type: none"> 1) PHC Liaison will be responsible for facilitating coordination with the County Liaison, and resolving operational issues related to care coordination and non-duplication of services. 2) The PHC primary care provider (PCP) and PHC Case Manager will serve as the primary contact for client/members receiving PHC case management.
B. Client/member Identification	<ol style="list-style-type: none"> 1) TCM Program will provide a quarterly report to PHC with a list of their PHC client/members receiving TCM services. 	<ol style="list-style-type: none"> 1) PHC will notify the client/member's PCP and/or PHC Case Manager that the client/member is receiving TCM services and provide the appropriate TCM Program contact information. 2) PHC will provide a monthly report to the appropriate TCM Program Case Manager with a list of TCM client/members receiving PHC case management services. 3) PHC will acknowledge in writing if there are no client/members receiving PHC case management services.
C. Coordination	<ol style="list-style-type: none"> 1) TCM Program will share client/member care plans with PHC upon request for their respective PHC client/members with open TCM cases. TCM Program shall limit communication with PHC regarding client/member status, to only to those clients/members they directly provide service to. 2) TCM Program will communicate regarding client/member status 	<ol style="list-style-type: none"> 1) PHC will share client/member care plans with TCM Program upon request for PHC client/members with open TCM cases. 2) PHC will communicate regarding client/member status for open medical and related social support issues to ensure that there is no duplication of service and to ensure that the client/member

	<p>for open medical and related social support issues to ensure that there is no duplication of service and to ensure that the member receives the optimal level of case management services.</p> <p>3) TCM Program will comply with all privacy and security requirements, including the Health Insurance Portability and Accountability Act of 1996 (HIPAA) requirements when sharing medical information with PHC by obtaining the appropriate consents from their TCM client/members.</p> <p>4) For any client/member with an open TCM case needing medical case management, TCM Program will communicate at least once every six months with PHC to ensure that their client/member is receiving the appropriate level of care.</p> <p>5) The coordination between PHC and TCM Program will include, at a minimum, all medical issues and all social support related issues identified by TCM Program and/or PHC.</p>	<p>receives the optimal level of case management services.</p> <p>3) PHC will comply with HIPAA requirements when sharing medical information with TCM Program and will obtain the appropriate consents from PHC client/members.</p> <p>4) For any client/member with an open TCM case needing medical case management, PHC will communicate with TCM Program as applicable and at least once every six months to ensure that the client/member is receiving the appropriate level of care.</p> <p>5) The coordination between TCM Program and PHC will include, at a minimum, the PHC Case Manager's name and contact information, all medical issues and all social support related issues identified by PHC and/or TCM Program.</p>
D. Assessment and Care Plan	<p>1) TCM services will be provided to client/members who require services to assist them in gaining access to needed medical, social, educational, or other services per Title 42 CFR Section 440.169.</p> <p>2) TCM Program will be responsible for creating all TCM assessments, and for the development and revision of care plans related to TCM services. The assessment shall determine the need for any medical, educational, social, or other service. This includes the required semi-annual reassessments.</p>	<p>1) PHC will provide health assessments and care plans for all client/members as needed.</p> <p>2) PHC will assess client/member medical needs and shall identify medically necessary social support needs, including required annual reassessments.</p> <p>3) PHC will be responsible for the development and revision of client/member care plans related to all assessed client/member medical needs and services related to the medical diagnosis as needed.</p> <p>4) PHC will share care plan information with TCM Program as necessary to coordinate</p>

	<ol style="list-style-type: none"> 3) TCM Program will share TCM care plans only for their respective clients/members with PHC if requested by PHC. 4) The TCM care plan will specify the goals for providing TCM services to the eligible client/member, and the services and actions necessary to address the client/member's medical, social, educational, or other service needs based on the assessment. 5) All client/members with open TCM cases will be referred to PHC by the TCM Case Manager if the client/member is in need of PHC case management for medical issues. 6) The TCM assessment extends further than the PHC assessment as it includes all medical, social educational, and any non-medical aspects of case management, including those social support issues that may be related to a medical need. Non-medical issues may include, but are not limited to, life skills, social support, or environmental barriers that may impede the successful implementation of the PHC care plan. 	<p>client/member medical issues. In addition, PHC will share care plans if requested by TCM Program.</p> <ol style="list-style-type: none"> 5) PHC's Case Managers, when assigned, will communicate with the appropriate TCM Program contact to discuss client/member needs and/or coordinate as deemed necessary by either the PHC Case Manager or TCM Case Manager.
E. Coordination of Care	<ol style="list-style-type: none"> 1) TCM Case Manager will coordinate with PHC when: <ol style="list-style-type: none"> a. PHC has identified that the client/member receives complex case management from PHC, and the TCM Case Manager assesses that their client/member is not medically stable. b. The client/member indicates (self-declaration of receiving complex case management) that he/she is receiving assistance and/or case management for his/her needs from a PHC Case Manager or other PHC professional. 	<ol style="list-style-type: none"> 1. The PHC Case Manager will coordinate with the TCM Case Manager when: <ol style="list-style-type: none"> a. The client/member indicates (self-declaration) he/she is receiving TCM services. b. PHC identifies that a member, having received TCM services, may require PHC Case Management intervention due to an acute or chronic illness and/or medical instability.

	<ul style="list-style-type: none"> c. TCM Case Manager assesses that their client/member may have an acute or chronic medical issue, and is not medically stable. d. TCM Case Manager assesses that their client/member's medical needs require PHC medical case management. e. The TCM Case Manager assesses that the client/member may have social support issues that may impede the implementation of the PHC care plan. <ol style="list-style-type: none"> 2) TCM Program will determine what coordination options are appropriate for their respective client/member's level of need in order to provide the same level of coordination with PHC. 3) TCM Program will also provide any related corresponding documentation to the PHC Case Manager. 4) TCM Program will obtain and review their client/member's PHC care plan. 5) TCM Program will contact the PHC Case Manager to discuss their clients/members medical issues and/or related social support issues. 6) TCM Program will notify PHC via an agreed medium (e.g., specific form, email to PHC), that their client/member is receiving TCM services and has identified a social support issues(s) that may impede the implementation of the PHC care plan. 7) TCM Program will provide all necessary assessments, and care plans, medical or otherwise, to PHC as soon as possible to address their client/member's immediate medical need. 	<ul style="list-style-type: none"> c. PHC will review the TCM Care Plan with the TCM Case Manager as necessary to ensure there is no duplication of service and the needs of the member are met. d. Method and frequency of communication will be determined between the TCM and PHC Case Managers as appropriate to meet the clients/member's needs, but not less than quarterly.
F. Referral, Follow Up and	<ol style="list-style-type: none"> 1) TCM Program will provide referral, follow-up, and monitoring services to help their 	<ol style="list-style-type: none"> 1) PHC will provide referrals to clients/members for the following services in executing their

<p>Monitoring Protocol</p>	<p>client/member obtain needed services, and to ensure the TCM care plan is implemented and adequately addresses their client/member's needs per Title 42 CFR Section 440.169.</p> <p>2) TCM Case Manager will refer their client/member to services and related activities that help link the individual with medical, social, educational providers. TCM Case Manager will also link their client/member to other programs deemed necessary, and provide follow-up and monitoring as appropriate.</p> <p>3) TCM Case Manager will contact PHC directly as needed to ensure the PHC Case Manager or PCP is aware of their client/member's immediate medical need.</p> <p>4) The above procedures must be followed by TCM Program unless their client/member has an urgent medical situation needing immediate case management intervention.</p> <p>5) TCM Case Manager shall provide all necessary referrals as appropriate, medical or otherwise, to PHC as soon as possible to address their client member's immediate medical need.</p> <p>6) TCM Case Manager will refer their client/member to PHC for all medically necessary services, and authorization for any out-of-network medical services.</p> <p>7) TCM Case Manager will refer their client/member to PHC when a medical need develops or escalates after a PHC assessment and notification of any related medically necessary support issues.</p> <p>8) TCM Case Manager will refer their client/member to PHC when their client/member needs assistance with medical related services, e.g., scheduling appointments with PHC; and</p>	<p>responsibilities to clients/members for the delivery of primary health care and related care coordination:</p> <p>i. Medical services</p> <p>ii. Non-medical services</p> <p>iii. Basic social support needs</p> <p>2) PHC will provide referrals for basic social support needs when an intensive level of case management is not needed, and does not require follow-up or monitoring. Examples include:</p> <p>i. Client/member seen by a PHC Case Manager and the client/member needs directions to the local food bank;</p> <p>ii. PHC Case Manager provides a client/member with driving directions to the nearest vocational trade school. This would not constitute the need for TCM services.</p>
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	<p>delays in receiving authorization for specialty health services.</p> <p>9) If TCM Program determines that their client/member needs or qualifies for TCM, the TCM Case Manager will assess and specifically identify the issue for which the client/member was referred as well as all other case management needs and develop a care plan as described in the "Assessment and Care Plan Protocol" section 5.D. of this MOU.</p> <p>10) TCM Case Manager will provide linkage and referrals as needed, and will monitor and follow-up as appropriate.</p>	
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G. The above Procedures must be followed by Local Governmental Agency (LGA) TCM Program unless the client/member has an urgent medical situation needing immediate case management intervention.

H. When a client/member is not referred to County's TCM Program by PHC and enters the health system through the County operated health clinics, County will refer the client/member to PHC as needed to provide and document PHC case management services. These services include:

- 1) Coordination of care
- 2) Medical referrals
- 3) Continuity of care
- 4) Communication with specialists

6. TIME OF PERFORMANCE

The effective date of this MOU shall be effective June 1, 2018 and shall continue in effect until June 30, 2023.

7. CHANGES AND AMENDMENTS

This MOU may be amended at any time by mutual agreement of the Parties. Such amendments shall not be binding upon either Party unless they are in writing and signed by the personnel authorized to bind each of the Parties.

8. TERMINATION OF THE MOU

A. This MOU may be terminated by either Party, at any time, with good cause, upon 30 days written notice to the other Party.

- B. If either Party defaults in its performance, the non-defaulting Party shall promptly notify the defaulting Party in writing. If the defaulting Party fails to cure a default within 30 days after receiving written notification or if the default requires more than 30 days to cure and the defaulting Party fails to commence to cure the default within 30 days after written notification, then the defaulting Party's failure shall terminate this MOU effective 30 days from date of written notice of default.

9. CONFORMANCE

If any provision of this MOU violates any statute or law of the State of California, it is considered modified to conform to that statute or law.

10. INDEMNIFICATION

- A. County agrees to indemnify and hold harmless PHC and its employees, agents and elective and appointive boards from and against any damages including costs and attorney's fees arising out of negligent or intentional acts or omissions of County, its employees or agents, except when the injury or loss is caused by sole negligence or intentional wrongdoing of PHC.
- B. PHC agrees to indemnify and hold harmless County, its officials, officers, employees, agents, volunteers, and elective and appointive boards from and against any damages including costs and attorney's fees (including County Counsel's fees) arising out of negligent or intentional acts or omissions of PHC, its employees or agents, except when the injury or loss is caused by sole negligence or intentional wrongdoing of County.

11. INSURANCE

- 1. County and PHC and any subcontractor shall each secure and maintain in full force and effect during the full term of this agreement commercial general liability insurance or participation in a self-insurance program, including coverage for owned and non-owned automobiles and other insurance necessary to protect the public, with limits of liability of not less than \$1 million combined single limit bodily injury and property damage. Policies shall be written by carriers reasonably satisfactory to each party. On request, a certificate evidencing the insurance requirements of this paragraph shall be provided.
- 2. County and PHC 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 the County, its elected officials, officers, employees, agents, and volunteers which might arise in connection with this agreement. Consultant hereby certifies that Consultant is aware of the provisions of section 3700 of the Labor Code, which requires every employer to insure against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of the Labor Code, and Consultant shall comply with such provisions before commencing the performance of the work or the provision of services pursuant to this agreement.
- 3. County and PHC and any subcontractor shall obtain and maintain continuously a policy of Errors and Omissions and Medical Malpractice coverage with limits of liability of not less than \$1 million.

12. ENTIRE AGREEMENT

This MOU constitutes the entire agreement between Partnership HealthPlan of California and County of Shasta. There are no terms, conditions or obligations made or entered into by the Parties other than those contained in it.

13. EXECUTION

The undersigned hereby warrants that s/he has the requisite Authority to enter into this MOU on behalf of the Parties and thereby bind the Parties to the terms and conditions of the same.

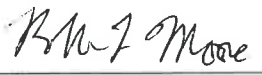
COUNTY OF SHASTA

PARTNERSHIP HEALTHPLAN OF CALIFORNIA

By _____

By 
Elizabeth Gibboney, Executive Director

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


Robert Moore, MD, MPH, MBA
Chief Medical Officer

ATTEST:

LAWRENCE G. LEES
Clerk of the Board of Supervisors


Wendi West,
Northern Region Executive Director

By: _____

Deputy

APPROVED AS TO FORM

RUBIN E. CRUSE, JR

County Counsel

By  9/20/18
Alan B. Cox, Deputy County Counsel III

RISK MANAGEMENT APPROVAL

By  09/21/18
James Johnson, Risk Management Analyst

REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS

BOARD MEETING DATE: October 2, 2018

CATEGORY: Consent - Health and Human Services-8.

SUBJECT:

Emergency Solutions Grant Application Resolution

DEPARTMENT: Health and Human Services Agency-Regional Services

Supervisory District No. : All

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

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

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

RECOMMENDATION

Adopt a resolution which: (1) Repeals Resolution 2018-065; (2) approves the Health and Human Services Agency (HHSA) – Regional Services Branch to submit and the HHSA Director Donnell Ewert, or the Regional Services Branch Director, Melissa Janulewicz, to sign the grant application in the amount of \$200,000 to provide Homeless Prevention and Rapid Rehousing assistance to homeless individuals and families in Shasta County for the period March 1, 2019 through July 31, 2021; and (3) approves and authorizes the Chairman of the Board of Supervisors or the Vice Chairman of the Shasta County Board of Supervisors to sign and date the grant agreement, any subsequent amendments, and any other documents related to the agreement.

SUMMARY

This resolution is requested by the granting state agency considering our grant application.

DISCUSSION

The Board adopted a resolution on July 24, 2018 regarding a grant application that was submitted to the California Department of Housing and Community Development (HCD) requesting federal and state Emergency Solutions Grant (ESG) funding to provide Rapid Rehousing and Prevention services to homeless residents of Shasta County. HCD is requesting a change to the adopted resolution sent to them. HCD has pre-approved the draft resolution that is being considered today.

ALTERNATIVES

The Board could choose not to adopt the resolution and then it is likely that HCD would not approve the funding.

OTHER AGENCY INVOLVEMENT

The Rating and Ranking Committee for the CA-516 Homeless Continuum of Care, the entity which implements the United

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

FINANCING

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

ATTACHMENTS:

Description	Upload Date	Description
Resolution	9/19/2018	Resolution

RESOLUTION NO. 2018-____

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COUNTY OF SHASTA WHICH AUTHORIZES APPLICATION FOR, AND RECEIPT OF, CALIFORNIA DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT FUNDING UNDER THE EMERGENCY SOLUTIONS GRANT PROGRAM AND REPEALS RESOLUTION 2018-065

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

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

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

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

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

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

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

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

NOW, THEREFORE, BE IT FUTHER RESOLVED, by the Board of Supervisors of the County of Shasta that if the application is approved by HCD, the Chairman of Shasta County Board of Supervisors, or the Vice Chairman of the Shasta County Board of Supervisors, is

RESOLUTION NO. 2018-
Page 2 of 2

hereby authorized to sign the standard agreement with the State of California for the purposes of the grant, any subsequent amendments, and any other documents related to the Program or the ESG grant awarded to Applicant, as the Department may deem appropriate.

NOW, THEREFORE, BE IT FUTHER RESOLVED NOW, by the Board of Supervisors of the County of Shasta that Resolution 2018-065 is hereby repealed.

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:

ATTEST:

LAWRENCE G. LEES
Clerk of the Board of Supervisors

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

By: _____

Deputy

REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS

BOARD MEETING DATE: October 2, 2018

CATEGORY: Consent - Health and Human Services-9.

SUBJECT:

Second Amendment to the State of California Department of Community Services and Development, Community Services Block Grant funds totaling Agreement

DEPARTMENT: Housing and Community Action Programs

Supervisory District No. : ALL

DEPARTMENT CONTACT: Laura Burch, Director (530) 225-5182

STAFF REPORT APPROVED BY: Laura Burch, Director

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 Amendment Number 2 to the Standard Agreement with the California Department of Community Services and Development (CSD) for Community Services Block Grant (CSBG) funding which increases funding by \$40,000 (for a new total of \$377,945) for the purpose of providing services to persons living in poverty and retain the term January 1, 2018 through May 31, 2019; (2) authorize the Director of the Department of Housing and Community Actions Programs (Director) to sign all required CSBG program reports and budgets, including the Certification Regarding Lobbying; (3) authorize the Director to sign additional amendments to increase compensation to a total amount not to exceed \$500,000, so long as they do not change the original intent of the agreement and otherwise comply with Administrative Policy 6-101, *Shasta County Contracts Manual*; and (4) authorize and direct the Director to act on behalf of the County in all matters pertaining to this agreement.

SUMMARY

Each year the Community Action Agency receives funds from the State of California Department of Community Services and Development for the Community Services Block Grant (CSBG) program. The State of California has made available an amendment and augmentation to the CSBG contract. Approval of the recommendation to adopt a resolution would authorize the Chairman to sign Amendment Number 2 to the State of California Department of Community Services and Development Standard Agreement Number 18F-5044 and authorize the Director of Housing and Community Actions Programs to sign all required CSBG reports. Additionally, should CSD offer additional revenue to the County, the designated authority would streamline the process to receive and spend the funds.

DISCUSSION

The Board approved the original agreement on 12/18/2017 and the first amendment on 09/11/2018.

The CSBG funds are to be used to provide services to persons living in poverty in the areas of housing, nutrition, domestic violence, health, and self-sufficiency. The CSBG contract currently in effect is in the amount of \$337,945. The proposed

amendment is to the program year 2018 CSBG contract for the period of January 1, 2018 through May 31, 2019. The amendment would increase CSBG funding from the State of California by \$40,000 for a total contract amount of \$377,945. This additional increase is to provide assistance to impoverished households affected by the Carr Fire Emergency Disaster.

ALTERNATIVES

The Board could choose to not approve this contract amendment. The Community Action Agency would then not receive the additional funding.

OTHER AGENCY INVOLVEMENT

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

FINANCING

The CSBG is a federally funded program. No local match is required. There is no additional General Fund impact with approval of this recommendation.

ATTACHMENTS:

Description	Upload Date	Description
Amendment 2	9/19/2018	Amendment 2

BOARD OF SUPERVISORS REGULAR MEETING - October 2, 2018

STATE OF CALIFORNIA

STANDARD AGREEMENT

STD. 213 A (Rev. 6/03)

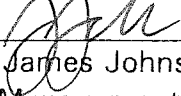
AGREEMENT NUMBER 18F-5044	AMENDMENT NUMBER 2
REGISTRATION NUMBER	


1. This Agreement is entered into between the State Agency and the Contractor named below
STATE AGENCY'S NAME
Department of Community Services and Development
CONTRACTOR'S NAME
Shasta County Community Action Agency
2. The term of this Agreement is : January 1, 2018 through May 31, 2019
3. The maximum amount of this Agreement is: Total \$377,945.00
4. The parties mutually agree to this amendment as follows. All actions noted below are by this reference made a part of the Agreement and incorporated herein:

- A. The maximum amount of this Agreement payable to Contractor by the State has changed from \$337,945.00 to \$377,945.00, reflecting an increase of \$40,000.00 for the Carr Fire Emergency Disaster.

All other terms and conditions shall remain unchanged.

RISK MANAGEMENT APPROVAL

BY: 
James Johnson
Risk Management Analyst

APPROVED AS TO FORM
SHASTA COUNTY COUNSEL

Matthew M. McOmber
Senior Deputy County Counsel

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

CONTRACTOR

CALIFORNIA
Department of General Services
Use Only

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

Shasta County Community Action Agency

BY (Authorized Signature)

DATE SIGNED (Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

ADDRESS

1450 Court Street, Ste 108, Redding, CA 96001

STATE OF CALIFORNIA

AGENCY NAME

Department of Community Services and Development

BY (Authorized Signature)

DATE SIGNED (Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

Brian Dougherty, Deputy Director, Administrative Services

ADDRESS

2389 Gateway Oaks Drive, Suite 100, Sacramento, California 95833

"I hereby certify that all conditions for exemption have been complied with, and this document is exempt from the Department of General Services approval."

☐ Exempt per _____

**STANDARD AGREEMENT
PARTS I & II – ENTIRE CONTRACT**

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**STANDARD AGREEMENT
PARTS I & II – ENTIRE CONTRACT
PART I**

PREAMBLE

This subvention agreement, for the funding of Community Service Block Grant (CSBG) programs in 2018 (“Agreement”), is entered into between the Department of Community Services and Development (“CSD”) and the contractor named on Form STD 213, the face sheet of this document (“Contractor”), and shall be enforceable on the date last signed.

NOW THEREFORE, in consideration of the promises and of the mutual agreements and covenants hereinafter set forth, the CSD and Contractor hereby agree as follows:

ARTICLE 1 – SCOPE OF WORK

1.1 General

- A. Contractor shall administer and/or operate community-based programs designed to reduce poverty, revitalize low-income communities, and empower low-income families and individuals within Contractor’s service area (described in Section 1.3) to achieve greater self-sufficiency, pursuant to Title 42 of the United States Code (USC) Section 9901 et seq. (the Community Services Block Grant Act, as amended) and Government Code Section 12085 et seq., as amended. Unless otherwise specified in the Contractor’s Community Action Plan or elsewhere in this Agreement, Contractor shall make its services and activities available to the low-income community within its service area throughout the entire term of this Agreement. Contractor shall ensure that all services funded in whole or in part through this Agreement will support state and federal policies and goals of the CSBG Act as set forth in the above-referenced statutes.
- B. The CSBG Catalog of Federal Domestic Assistance number is 93.569. The award is made available through the United States Department of Health and Human Services.

1.2 Term and Amount of Agreement

- A. The term of this Agreement shall be as specified on the face sheet (STD. 213).
- B. The Maximum Amount of this Agreement shall be as specified on the face sheet and is subject to adjustment(s), in accordance with the following terms:
 - 1. The initial amount shall be based on the prior year’s grant award of the federal Community Services Block Grant for federal fiscal year (FFY) 2018, awarded to the State pursuant to one or more continuing resolutions passed by the Congress prior to the execution of this Agreement.
 - 2. Upon notification of the full federal fiscal year grant award amount from the U.S.

ARTICLE 1 – SCOPE OF WORK

**STANDARD AGREEMENT
PARTS I & II – ENTIRE CONTRACT**

Department of Health and Human Services (HHS), CSD shall, if necessary, issue an amendment to this agreement to increase or decrease the Maximum Amount.

3. If the full amount of the HHS CSBG grant to CSD is not available for allocation, CSD will notify Contractor in writing of the amount of Contractor's allocation that is available for expenditure, and shall advance funds in accordance with Article 5, Section 5.2 of this Agreement, as appropriate. When additional funds are subsequently made available by HHS, CSD will notify Contractor of the total amount of funds that may be expended. Contractor may not expend funds in excess of the amount available and authorized by CSD for expenditure. Access to funding shall be conferred upon Contractor through written authorization by CSD, and amendment to this Agreement shall not be required for such purpose, except in cases where the Maximum Amount of the Agreement has been revised.
4. In the event HHS fails to provide sufficient funding to CSD to enable payment of Contractor's Maximum Amount of the Agreement prior to the end of the Contract term, the contract amount shall be deemed to be reduced to the amount actually provided by HHS and the contract shall be closed on that basis without need for amendment.

1.3 Service Area

The services shall be performed in the following service area:

See Part II, Subpart H. The 2018 CSBG Numbers, Contractors, and Service Territories listing may be accessed at <http://providers.csd.ca.gov>.

1.4 Legal Authorities – Program Requirements, Standards and Guidance

- A. All services and activities are to be provided in accordance with all applicable federal, state, and local laws and regulations, and as those laws and regulations may be amended from time to time, including but not limited to, the following:
 1. The Community Services Block Grant Act, as amended, 42 U.S.C. §9901 et seq., and 45 Code of Federal Regulations (CFR) Part 96;
 2. The California Community Services Block Grant Program, Government Code §12085 et seq., as amended, and Title 22, California Code of Regulations (CCR) §§100601-100795;
 3. The Single Audit Act, 31 U.S.C. §7301 et seq., and Office of Management and Budget (OMB) Uniform Administrative Requirements, Cost Principles, and Audit Requirements for HHS Awards, 45 CFR Part 75.
- B. *Conflict of laws.* Contractor shall comply with all of the requirements, standards, and

ARTICLE 1 – SCOPE OF WORK

STANDARD AGREEMENT
PARTS I & II – ENTIRE CONTRACT

guidelines contained in the authorities listed below, as they may be amended from time to time, with respect to procurement requirements, administrative expenses, and other costs claimed under this Agreement, including those costs incurred pursuant to subcontracts executed by Contractor, notwithstanding any language contained in the following authorities that might otherwise exempt Contractor from their applicability. To the extent that the requirements, standards, or guidelines directly conflict with any State law or regulation at Government Code §12085 et seq. or 22 CCR §100601 et seq., or any provision of this Agreement, then that law or regulation or provision shall apply, unless, under specified circumstances, a provision of federal law applicable to block grants, such as 45 CFR 96.30, allows for the application of state law.

1. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for HHS Awards (45 CFR 75);
 2. Contractor further agrees to abide by all requirements in California Contractor Certification Clauses 307 (CC-307);
- C. CSD shall provide Contractor with specific program guidance which shall be binding on the Contractor as a condition of the Contractor's eligibility to receive CSBG funds, PROVIDED:
1. That such guidance shall be issued by CSD in writing in the form of "CSD Program Notice (CPN) No. XX-XX" or "CSD Program Advisory (CPA) No. XX-XX" posted at <https://providers.csd.ca.gov>.
 2. That such guidance shall be issued by CSD in the most timely and expeditious manner practicable;
 3. That such guidance shall be reasonably necessary to realize the intent and purposes of the CSBG Act;
 4. That major and material changes in program requirements which substantially affect the Contractor's and/or CSD's ability to fulfill contractual obligations, or which otherwise create a substantial hardship on either the Contractor or CSD, shall be subject to an amendment to this Agreement;
 5. That the parties' failure or inability to execute a mutually acceptable amendment, under circumstances described in the preceding subparagraph 1.4 C. 4, within a period of time allowing the parties to reasonably comply with any major change(s) in CSBG requirements, shall result in this Agreement being without force and effect, subject only to such provisions contained herein as are intended to survive the Agreement in accordance with the express and implied provisions of applicable federal and state law;

ARTICLE 1 – SCOPE OF WORK

**STANDARD AGREEMENT
PARTS I & II – ENTIRE CONTRACT**

6. That Contractor is duly informed of the risk of de-designation as an eligible entity, based on CSD's obligation to avoid/minimize interruption of CSBG-funded services in any part of the state, in the event that this Agreement terminates due to failure to agree to any necessary amendment; and,
 7. That upon CSD's or Contractor's good faith determination, delivered to the other party by written notice, that agreement to any necessary amendment as contemplated in subparagraph 1.4 C. 4. above cannot be achieved, then this contract shall be terminated, and any issues of eligible entity status addressed, in accordance with requirements of federal and state law and established CSD policy and procedure.
- D. The federal and state laws, regulations and other authorities referenced in the present paragraph 1.4 are hereby incorporated by reference into this Agreement. Copies may be accessed for reference at www.csd.ca.gov.

ARTICLE 1 – SCOPE OF WORK

**STANDARD AGREEMENT
PARTS I & II – ENTIRE CONTRACT**

ARTICLE 2 – CONTRACT CONSTRUCTION, ADMINISTRATION, PROCEDURE

2.1 Base Contract and Whole Agreement

- A. This Agreement consists of two parts, which together constitute the whole agreement between CSD and Contractor.
- B. Part I is the “Base Contract” which consists of the following:
 - 1. The face sheet (Form STD 213) which specifies:
 - a. the parties to the Agreement;
 - b. the term of the Agreement;
 - c. the maximum dollar amount of the Agreement; and
 - d. the authorized signatures and dates of execution.
 - 2. The Preamble, Article 1 and Article 2
- C. Part II consists of the “Administrative and Programmatic Provisions” which are comprised of Subparts A through H, including specified requirements, obligations, provisions, procedures, guidance, forms and technical materials necessary for program implementation.
- D. *Contract Elements Integral to Agreement and Enforceability Conditions*
 - 1. Contractor shall provide the following documents, satisfactory to CSD in form and substance, together with a signed copy of this Agreement before CSD executes and returns the Agreement to Contractor for implementation:
 - a. Federal Funding Accountability and Transparency Act Report (CSD 279)
 - b. Certification Regarding Lobbying/Disclosure of Lobbying Activities
 - c. Contractor Certification Clause (CCC 04/2017)
 - d. Current Insurance or Self-Insurance Authority Certification
 - e. Board Resolution authorizing execution of this Agreement
 - 2. In addition to the documentation requirements set forth in subparagraph 1, CSD’s obligations under this Agreement are expressly contingent upon Contractor

ARTICLE 2 – CONTRACT CONSTRUCTION, ADMINISTRATION, PROCEDURE

STANDARD AGREEMENT
PARTS I & II – ENTIRE CONTRACT

providing the supplemental documentation set forth below, and available on the Providers' Website at <https://providers.csd.ca.gov>. The documentation shall be subject to CSD's approval, in form and substance.

- a. 425 Budget Series Forms
 - CSD 425.S CSBG Contract Budget Summary
 - CSD 425.1.1 CSBG Budget Support Personnel Cost
 - CSD 425.1.2 CSBG Budget Support Non Personnel Cost
 - CSD 425.1.3 CSBG Budget Support Other Agency Operating Funds
 - CSD 425.1.4 CSBG Contract Budget Narrative
 - b. CSBG Annual Report Workplan (CSD 641)
 - c. Agency Staff and Board Roster (CSD 188)
 - d. Updated organizational bylaws (if applicable)
3. *Board Resolution.* Contractor must also submit a governing board resolution with an original signature of the board's authorized representative, identifying the individual(s) authorized to execute the 2018 CSBG Agreement and any amendments.
 4. Part II, Administrative and Programmatic Provisions (and Table of Forms and Attachments) is hereby incorporated by reference into this Agreement, is an essential part of the whole Agreement, and is fully binding on the parties.
 5. CSD shall maintain a certified date-stamped hardcopy of Part II for inspection by Contractor during normal business hours, as well as a date-stamped, PDF version of Part II on CSD's "Providers' Website," which may be accessed by Contractor, downloaded and printed at Contractor's option.
 6. Neither Part I nor Part II of this Agreement may be changed or altered by any party, except by a formal written, fully executed amendment, or as provided in Article 1.4 C with respect to program guidance, or as provided in Part II, Subpart A, Article 3 – Agreement Changes. Upon such amendment of any provision of Part II, the amended PDF version shall be date-stamped and posted to the Providers' Website until such time as a subsequent Agreement or amendment is executed by the parties.
 7. Contractors that are public or governmental entities with local provisions requiring receipt of a hardcopy of all parts of this Agreement as a prerequisite to execution, as well as other contractors that make special arrangements with CSD, may receive hardcopies of Parts I and II for execution and retention.

ARTICLE 2 – CONTRACT CONSTRUCTION, ADMINISTRATION, PROCEDURE

**STANDARD AGREEMENT
PARTS I & II – ENTIRE CONTRACT**

2.2 State Contracting Requirements – “General Terms and Conditions, GTC 04/2017”

In accordance with State contracting requirements, specified contracting terms and conditions are made a part of this agreement. The provisions in their entirety, previously located in Exhibit C of the CSBG contract, are now found in Part II, Subpart F of this Agreement and are fully binding on the parties in accordance with state law.

2.3 Contractor’s Option of Termination

- A. Contractor may, at Contractor’s sole option, elect to terminate this contract in lieu of adherence to the procedures set out in subparagraph 1.4 C, should Contractor determine that any subsequent program guidance or proposed amendment to the contract is unjustifiably onerous or otherwise adverse to Contractor’s legitimate business interests and ability to implement the contract in an effective and reasonable manner, PROVIDED:
1. Such notice of termination is in writing and will be effective upon receipt by CSD, delivered by U.S. Certified Mail, Return Receipt Requested.
 2. Notice contains a statement of the reasons for termination with reference to the specific provision(s) in the program guidance or proposed amendment in question.
- B. Contractor shall be entitled to reimbursement for all allowable costs incurred prior to termination of the contract. Such reimbursement shall be in accordance with the program guidance and contract provisions in effect at the time the cost was incurred.
- C. Contractor shall, within 60 days of termination, closeout the contract in accordance with contractual closeout procedures.
- D. By executing this Agreement, Contractor acknowledges and understands that voluntary termination prior to the end of the Agreement term may result in Contractor’s permanent or temporary de-designation as an eligible entity, due to CSD’s obligation to seek replacement CSBG provider(s) in accordance with state and federal CSBG requirements.

2.4 Budget Contingencies

A. State Budget Contingency

1. It is mutually agreed that if funds are not appropriated for implementation of CSBG programs through the state budget process or otherwise, whether in the current year and/or any subsequent year covered by this Agreement, this

ARTICLE 2 – CONTRACT CONSTRUCTION, ADMINISTRATION, PROCEDURE

STANDARD AGREEMENT
PARTS I & II – ENTIRE CONTRACT

Agreement shall be of no further force and effect. Upon written notice to Contractor by CSD that no funds are available for contract implementation, the Agreement shall be terminated and the State shall have no obligation to pay Contractor or to furnish other consideration under this Agreement and Contractor shall not be obligated for performance.

2. If CSBG funding for any fiscal year is reduced to such degree that CSD reasonably determines that the program cannot be implemented effectively, the State shall at its sole discretion have the option either to terminate this Agreement upon written notice to Contractor or, in the alternative, to offer and negotiate an amendment addressing the reduced funding. If the parties fail to reach agreement on such amendment, CSD may at its option give written notice of termination without further obligation by either party except for contract closeout obligations and final settlement.

B. Federal Budget Contingency

1. The parties agree that because of uncertainty in the federal budget process, this Agreement may be executed before the availability and amounts of federal funding can be ascertained, in order to minimize delays in the provision of services and the distribution of funds. The parties further agree that the obligations of the parties under this Agreement are expressly contingent on adequate funding being made available to the state by the United States Government.
2. If federal funding for any fiscal year is reduced to such degree that CSD reasonably determines that the program cannot be implemented effectively, the State shall at its sole discretion have the option either to terminate this Agreement upon written notice to Contractor or, in the alternative, to offer and negotiate an amendment addressing the reduced funding. If the parties fail to reach agreement on such amendment, CSD may at its option give written notice of termination without further obligation by either party except for contract closeout obligations and final settlement.
3. If federal funding authorities condition funding on any obligations, restrictions, limitations, or conditions not existent when this Agreement was executed, this Agreement shall be amended by mutual agreement for compliance with such obligations, restrictions, limitations or conditions. Failure of the parties to reach agreement on such amendment shall render this Agreement without force and effect.

ARTICLE 2 – CONTRACT CONSTRUCTION, ADMINISTRATION, PROCEDURE

**STANDARD AGREEMENT
PARTS I & II – ENTIRE CONTRACT**

2.5 Miscellaneous Provisions

- A. Assignment. Neither this Agreement nor any of the rights, interests, or obligations under this Agreement shall be assigned by any party without the prior written consent of the other parties, except in the case where responsibility for program implementation and oversight may be transferred by the State to another State agency. In the event of such transfer, this Agreement is binding on the agency to which the program is assigned.
- B. Merger/Entire Agreement. This Agreement (including the attachments, documents and instruments referred to in this Agreement) constitutes the entire agreement and understanding of the parties with respect to the subject matter of this Agreement and supersedes all prior understandings and agreements, whether written or oral, among the parties with respect to such subject matter.
- C. Severability. If any provision of this Agreement be invalid or unenforceable in any respect for any reason, the validity and enforceability of any such provision in any other respect and of the remaining provisions of this Agreement will not be in any way impaired and shall remain in full force and effect.
- D. Notices. Unless otherwise provided herein, notice given by the parties shall be in writing, delivered personally, by United States mail, or by overnight delivery service (with confirmation). Certain reporting and other communications may be delivered electronically as specified by CSD or as is customary between the parties. Notice shall be delivered as follows:
1. To Contractor's address of record; and
 2. To CSD at:

Department of Community Services and Development
Field Operations Services
2389 Gateway Oaks Drive, Suite 100
Sacramento, CA 95833

ARTICLE 2 – CONTRACT CONSTRUCTION, ADMINISTRATION, PROCEDURE

State of California
 DEPARTMENT OF COMMUNITY SERVICES AND DEVELOPMENT
DISASTER DISCRETIONARY FUNDING APPLICATION
 CSD D 101 (Rev. 7/2013)

Date received by CSD: _____

Log Number: _____

Agency Name (<i>no abbreviations</i>): Shasta County Community Action Agency	Date: August 20, 2018
Mailing Address: 1450 Court Street, Suite 108 Redding, CA 96001	
Telephone Number: (530) 245-6431	Email: tcardilino@co.shasta.ca.us
Total Requested Funding Amount: \$40,000.00	Executive Director: Laura Burch

Executive Director's Signature:**1) Describe the disaster, including:**

- Identify the type of disaster, time period(s) of occurrence and the counties/cities impacted.
- Describe the emergency situation(s) the disaster has created.
- Provide information on the population(s) affected and explain the hardships the disaster has created for these residents.

On July 23, 2018, a mechanical failure of a vehicle sparked a fire in our Whiskeytown National Forest area 10 miles west of the City of Redding. On July 25, the fire grew to 200,000 acres in total burned land. On the evening of July 26, 2018 the fire jumped from a terrain fire to a neighborhood fire causing the evacuation of 38,000 people within a 24 hour period. The City of Redding was virtually surrounded by fire, almost instantly. Centers were set up and services connected almost immediately. It seemed that the entire west was enclosed in flames, and in very real ways it was. As more and more areas in the community were evacuated, more panic set in around the community leading to people evacuating that were not in imminent threats of the fire, pushing more people further away from their communities to find shelter.

While the Carr Fire was burning rampantly on the west side of the county, the Hat Fire broke out in the eastern mountain region. While it was a short lived fire and containment happened quickly, it pulled fire personnel from the Carr Fire to fight the Hat Fire. The community of Fall River Mills was quickly evacuated into a neighboring county. On August 9, 2018 a fire known as the Hirz Fire, broke out 18 miles north east of Redding. As of 8/21/18, this fire is 17% contained burning a total of 17,467 acres to date. While this fire has not caused any evacuations at this time, the area is heavily reliant on tourism, causing many businesses to cut back on staff time and hours.

Shasta County Community Action staff are members of the Voluntary Organizations Active in Disaster (VOAD). These organizations are trained and an integral part of the overall community response plan. Shasta CAA was invited into this group as an integral part of the Carr Fire community response plan due to its activities within the community in regards to homelessness and 2-1-1. Getting the message across multiple organizations at the same time was one of the biggest challenges.

Once the danger was determined and evacuations begun, Red Cross and Salvation Army were able to kick in to set up emergency shelters for evacuees to turn to in light of all hotels being full in a short time. As of Thursday afternoon, the closest hotel room that could be rented was 2 or more hours away. For the impoverished persons who were just being evacuated, they took time off work without pay, had to use the little funds they had to travel to safety and to provide meals for their families in a strange town.

DISASTER DISCRETIONARY FUNDING APPLICATION

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Once evacuations were lifted, many of our families were unable to pay their August rent, as they had been evacuated for the 5 days prior and used many of their resources to pay for temporary shelter. Many have reached out for federal funds through FEMA, Housing Authority and more, only to be turned down for assistance. Some have had the food that they had in the house replaced, but many are turning to assistance centers that are out of their communities for food security assistance. Those who have been able to receive assistance through FEMA, are still staying in hotel rooms, and groceries are not able to be a priority to them due to the cost of the hotel rooms. Hotel rooms often do not have the ability to cook or store multiple days of food at once.

Transportation costs are prohibitive for some families that used the last of their funds to put gas in their cars to get to safety. For many of them, they have had to travel back and forth from out of town in order to get their assistance needs met at the Local Assistance Center, getting their children ready for school, and getting back and forth to work. Prior to the fire incident a family could sustain up to 7 days on very little fuel (maybe ½ tank), however, since the fire many families are using ½ tank of gas on a daily basis to get their children to school and to work.

Shasta County Community Action Agency continues to see an increase in requests for things such as gas, groceries, and hotel vouchers. In all of our communications with FEMA, we have been discouraged in offering duplicative services to the clients. Purchasing gas for clients is an unmet need within the poverty level community and is in high demand. Assisting households in purchasing shelf-life type foods and or providing a meal in a restaurant is also an unmet need. To date, we have received over 200 requests for the above needs.

Shasta County Community Action Agency finds the unmet needs among the impoverished persons a vital need to ensure a healthy recovery for many households. For some households, the ability to purchase snacks for their children to eat afterschool is the last struggle, whereas some households have the struggle just to get themselves to work until payday at the end of the week.

2) Has your local government declared an Emergency Proclamation for the disaster?

☒ Yes - If yes, attach a copy of the local Emergency Proclamation with application.
☐ No

3) Has the Governor's office declared a State of Emergency for the disaster?

☒ Yes - If yes, attach a copy of the State's Emergency Proclamation with application.
☐ No

4) Activity Work Plan

Describe the proposed activities and delivery strategies that the discretionary funds will be utilized for to respond to the disaster.

Proposed Activity & Delivery Strategy	Target population	Projected number to be served	Cost ¹	Projected Completion Date ²
Daily intakes for those needing transportation	Low Income	266	13,333	12/31/2018

¹Cost to complete goal. The cost should not exceed the amount of request for discretionary funds. Cost may include salaries, benefits, travel, operating expenses and equipment, and subcontractor/consultant expenses.

²Projected date of goal completion.

³Lump sum payments generally apply to a vehicle or equipment purchase. Consult your field representative for additional information.

DISASTER DISCRETIONARY FUNDING APPLICATION

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Daily intakes for those needing groceries (back in housing)	Low Income	533	13,333	12/31/2018
Daily intakes for those needing meals who are still living in temporary housing situations	Low Income	266	13,334	12/31/2018
5) Summarize the positive outcomes the activities listed in the work plan will have on the communities affected by the disaster.				
<p>Staff will work with those who live in impoverished conditions to complete an intake. During the intake process, additional referrals will be provided to find more permanent solutions to their situation. Inadvertently, the community will be economically stimulated, therefore more poverty level persons who were not directly impacted by the incident will be able to maintain their work hours, provide for their families, and keep themselves from becoming a victim to the disaster by default.</p>				
6) Often in disaster situations, many organizations, nonprofits (i.e. Red Cross, United Way, etc.) and government agencies collaborate on relief efforts. Describe the community partnerships taking place, and how unnecessary duplication of efforts will be prevented.				
<p>We had coordination program called the LAC (Local Assistance Center). All resources had been established at the LAC. FEMA, Red Cross, Social Security, Mental Health Services, Health and Human Services, Salvation Army, People of Progress Food Bank, Army National Guard and other government agencies that deal with disaster. This now has moved to the Disaster Recovery Center (DRC) where most of the same agencies are present to support those in the community. We now have a recovery committee that has been meeting on a weekly basis. This includes all the above agencies plus the Housing Authority and Shelter Programs, NVCSS, Shasta Regional Community Founding, McConnell Foundation and more. E-mails are sent out daily from the recovery center and websites.</p>				
7) Requested Contract Term				
Beginning Date: August 20, 2018		Ending Date: December 31, 2018		
8) Requested Reporting Intervals				
Expenditure Reporting Intervals: X <input type="checkbox"/> Monthly <input type="checkbox"/> Bimonthly <input type="checkbox"/> Lump Sum ³		Work Plan/Progress Report Intervals: X <input type="checkbox"/> Monthly <input type="checkbox"/> Bimonthly		
9) Optional: Provide the name, title, phone number and email address of the designated representative at your agency who should be contacted for media and communication activities regarding the disaster.				
<p><i>If possible, attach up to five pictures documenting the disaster and up to three recent news articles or press releases covering the disaster with the application.</i></p>				
<p>Laura Burch, Executive Director, lburch@co.shasta.ca.us (530)225-5182</p>				

¹Cost to complete goal. The cost should not exceed the amount of request for discretionary funds. Cost may include salaries, benefits, travel, operating expenses and equipment, and subcontractor/consultant expenses.

²Projected date of goal completion.

³Lump sum payments generally apply to a vehicle or equipment purchase. Consult your field representative for additional information.

BOARD OF SUPERVISORS REGULAR MEETING - October 2, 2018

State of California
DEPARTMENT OF COMMUNITY SERVICES AND DEVELOPMENT
CSBG Discretionary (Disc.) Contract Budget Summary
CSD 627 (Rev. 01/13)

CSBG DISCRETIONARY (Disc.) CONTRACT BUDGET SUMMARY

Contractor Name: County of Shasta	Contract Number: 18F-5044	Contract Amount: \$40,000
Prepared By: Torri Cardilino	Contract Term: 8/31/18-12/31/18	Amendment #: 2
Telephone #: 530-245-6431	Fax Number: 530-225-5178	
Date: 8/14/2018	E-mail Address: TCARDILINO@CO.SHASTA.CA.US	

SECTION 10: ADMINISTRATIVE COSTS

Line Item		CSBG Disc. Funds (rounded to the nearest dollar)
1	Salaries and Wages	
2	Fringe Benefits	
3	Operating Expenses	
4	Equipment	
5	Out-of-State Travel	
6	Contract/Consultant Services	
7	Other Costs	
Subtotal Section 10: Administrative Costs (cannot exceed 12% of the total CSBG Disc. allocation in Section 40)		

SECTION 20: PROGRAM COSTS

Line Item		CSBG Disc. Funds (rounded to the nearest dollar)
1	Salaries and Wages	
2	Fringe Benefits	
3	Operating Expenses	
4	Equipment	
5	Out-of-State Travel	
6	Subcontractor/Consultant Services	
7	Other Costs	\$40,000
Subtotal Section 20: Program Costs		\$40,000

SECTION 40: Total CSBG Disc. Budget Amount (Sum of Subtotal Sections 10 and 20)	\$40,000
SECTION 70: Enter "Other Agency Operating Funds used to Support CSBG Disc." (INFORMATION ONLY)	\$7,002,591
SECTION 80: Agency Total CSBG Discretionary Operating Budget (Sum of Section 40 and 70) (INFORMATION ONLY)	\$7,042,591
SECTION 90: CSBG Funds Administrative Percent (Section 10 divided by Section 40)	

CSBG DISCRETIONARY (Disc.) BUDGET SUPPORT -- PERSONNEL COSTS

Contractor Name: County of Shasta	Contract Number: 18F-5044	Contract Amount: \$40,000
Prepared By: Torri Cardilino	Contract Term: 8/31/18-12/31/18	Amendment #: 2
Telephone #: 530-245-6431	Fax Number: 530-225-5178	
Date: 8/14/2018	E-mail Address: TCARDILINO@CO.SHASTA.CA.US	

Section 10 -- ADMINISTRATIVE COSTS -- SALARIES AND WAGES

<u>A</u>	<u>B</u>	<u>C</u>	<u>D</u>	<u>E</u>	<u>F</u>
No. of Positions	Position Title	Total Salary for each position	Percent (%) of CSBG Disc. time allocated for each position	Number of CSBG Disc. months allocated for each position	Total CSBG Disc. Funds budgeted for each position
Total (must match Section 10: Administrative Costs line item 1 on the CSD 627 Budget Summary form)					

SECTION 20 -- PROGRAM COSTS -- SALARIES AND WAGES

[illegible]

FRINGE BENEFITS

Enter description of Fringe Benefits. Please include the percentage of Salaries and Wages paid in Benefits. (Examples: FICA, SSI, Health Ins., Workers Comp. Etc.)	Percentage	Section 10 Administrative Costs List CSBG Disc. funds Budgeted Line 2	Section 20 Program Costs List CSBG Disc. funds Budgeted Line 2
TOTAL MUST MATCH THE AMOUNT ENTERED ON CSD 627 (BUDGET SUMMARY)			

BOARD OF SUPERVISORS REGULAR MEETING - October 2, 2018

State of California
DEPARTMENT OF COMMUNITY SERVICES AND DEVELOPMENT
CSBG Discretionary (Disc.) Budget Support -- Non Personnel Costs
CSD 627B (Rev. 01/13)

CSBG DISCRETIONARY (Disc.) BUDGET SUPPORT -- NON PERSONNEL COSTS

Contractor Name: County of Shasta	Contract Number: 18F-5044	Contract Amount: \$40,000
Prepared By: Torri Cardilino	Contract Term: 8/31/18-12/31/18	Amendment #: 2
Telephone #: 530-245-6431	Fax Number: 530-225-5178	
Date: 8/14/2018	E-mail Address: TCARDILINO@CO.SHASTA.CA.US	

Hit Alt & Enter at the same time to begin a new line or paragraph within the cell.

LIST EACH LINE ITEM Totals must match CSD 627 Budget Summary form Attach additional sheet(s) if necessary	CSBG Discretionary			
	Section 10 Administrative Costs		Section 20 Program Costs	
List all Operating Expenses	3	sum should equal total on line item 3 of CSD 627 Budget Summary form	3	sum should equal total on line item 3 of CSD 627 Budget Summary form
List all Equipment Purchases	4	sum should equal total on line item 4 of CSD 627 Budget Summary form	4	sum should equal total on line item 4 of CSD 627 Budget Summary form
List all Out-of-State Travel: Name of conference; Specify location; Cost per trip	5	sum should equal total on line item 5 of CSD 627 Budget Summary form	5	sum should equal total on line item 5 of CSD 627 Budget Summary form
List all Contract/Consultant Services	6	sum should equal total on line item 6 of CSD 627 Budget Summary form		
List all Subcontractor/Consultant Services			6	sum should equal total on line item 6 of CSD 627 Budget Summary form
Other Costs - List each line item (i - iv): Any additional Other Costs (attach additional sheet if necessary):	Section 10 Administrative Costs		Section 20 Program Cost	
i Non transferrable/cashable gas vouchers for 3 gas stations in Shasta County				\$13,333
ii Non transferrable/cashable local dining vouchers at up to 5 local dining facilities in Shasta County				\$13,334
iii Non transferrable/cashable grocery gift cards at up to 3 local grocery stores within Shasta County				\$13,333
iv				
Total Other Costs (Sum of i, ii, iii, iv):	7	sum should equal total on line item 7 of CSD 627 Budget Summary form	7	sum should equal total on line item 7 of CSD 627 Budget Summary form
				\$40,000

REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS

BOARD MEETING DATE: October 2, 2018

CATEGORY: Consent - Law and Justice-10.

SUBJECT:

Gateway Unified School District Agreement, Budget Amendment, and Salary Resolution

DEPARTMENT: Probation

Supervisory District No. : ALL

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

STAFF REPORT APPROVED BY: Tracie Neal, Chief Probation Officer

Vote Required?	General Fund Impact?
4/5 Vote	No Additional General Fund Impact

RECOMMENDATION

Take the following actions: (1) Approve and authorize the Chairman to sign a retroactive revenue agreement with Gateway Unified School District in an amount not to exceed \$112,000 to provide a Juvenile Prevention Officer for the period August 10, 2018 through June 30, 2019; (2) adopt a salary resolution, effective October 14, 2018, amending the Shasta County Position Allocation List to add 1.0 Full Time Equivalent Deputy Probation Officer III to the Probation budget; and (3) approve a budget amendment increasing appropriations and revenue by \$112,000 in the Fiscal Year 2018-19 Probation budget.

SUMMARY

Prevention and early intervention prevents the onset of delinquency behavior and supports the development of a youth's assets and resilience. The Gateway Unified School District (Gateway) has requested Probation's presence for students.

DISCUSSION

A Deputy Probation Officer III, as a Juvenile Prevention Officer (JPO), provides prevention and early intervention services for youth involved in, and at risk of becoming involved in, the Juvenile Justice System, and for youth displaying truancy behaviors or status offenses. The JPO provides mentoring, supporting and addressing truancy, conducting presentations on youth related issues, and coordinating services and evidence-based programs. Building relationships with the staff, students, school counselors, and parents will be a primary role of the JPO as requested by Gateway.

This proactive approach is designed to engage the students with a pro-social adult who will foster relationships with the focus of on-going and early prevention of the above-mentioned behaviors. Engagement is one of the most difficult aspects of the probation system, yet research shows that building rapport with our population considerably reduces the risk of re-offense. The JPO serves as the liaison between students and parents and social services agencies and community based organizations and connect families with services as needed. The JPO works with parents and staff to create strategies that will increase parental involvement and support collaborative school efforts. The JPO attends community events, school activities, outreach programs and conduct home visits as needed in order to provide prevention and early intervention services.

The Shasta County Office of Education tracks several data measures on each school and district ranging from truancy, suspension, student homelessness to meeting or exceeding grade levels. For the school year 2015/16, Central Valley High School had a truancy rate of 77.32% which is significantly higher than the rate for Shasta County schools of 40.89% and the state rate of 34.05%. The Gateway School District is working to improve attendance rates and decrease truancy rates as one of its top priorities. Addressing and reducing truancy will also be a top priority for our JPO. Studies show youth who regularly attend school are less likely to become involved in crime. Increasing school attendance and participation in education is an important aspect of raising well developed youth who have the pro-social and cognitive skills to become productive members of the community. The budget amendment will allow the Probation Department to accept funds from Gateway for the JPO.

This agreement is retroactive because the concept was recently conceived and both Probation and Gateway wanted the agreement effective for the new school year, however schedules of governing boards did not allow for earlier approval.

ALTERNATIVES

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

OTHER AGENCY INVOLVEMENT

County Counsel has approved the agreement as to form. Risk Management has approved the agreement. The Support Services-Personnel Unit prepared the salary resolution. The budget amendment has been reviewed by the Auditor. The Recommendation has been reviewed by the County Administrative Office.

FINANCING

Once the budget amendment is approved, the Probation Department's FY 2018-19 Adopted Budget will include sufficient expenditure authority for the Deputy Probation Officer position. Should Gateway express an interest in renewing the agreement, the Probation Department's future budget will include sufficient expenditure requests. There is no additional General Fund impact associated with this recommendation.

ATTACHMENTS:

Description	Upload Date	Description
Gateway/JPO 2018-19	9/21/2018	Gateway/JPO 2018-19
Gateway Salary Resolution	9/25/2018	Gateway Salary Resolution
Gateway Budget Amendment	9/25/2018	Gateway Budget Amendment

**PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF SHASTA AND
GATEWAY UNIFIED SCHOOL DISTRICT**

This agreement is entered into between the County of Shasta, through its Probation Department, a political subdivision of the State of California ("County") and Gateway Unified School District ("District") for the purpose of providing a Juvenile Prevention Officer (collectively, the "Parties" and individually a "Party").

Section 1. RESPONSIBILITIES OF DISTRICT.

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

- A. Provide appropriate non-exclusive professional office space for the Juvenile Prevention Officer (JPO) to work.
- B. Schedule work week for JPO. 85% of time shall be spent at Central Valley High School, 15% of time shall be at other schools as needed.
- C. Schedule home visits and after school activities with JPO as approved by County.
- D. District shall compensate County as prescribed in Sections 3 and 4 of this agreement.

Section 2. RESPONSIBILITIES OF COUNTY.

Pursuant to the terms and conditions of this agreement, County shall provide one JPO to District during the times and at the locations as specified in this agreement. The JPO shall:

- A. Work on regular school days, 7:30 a.m. to 4:30 p.m., Monday through Friday, excluding District holidays as listed on District's 2018-19 School Calendar, attached and incorporated herein as Attachment A, and excluding County holidays as listed on County's 2018 Holiday Schedule, attached and incorporated herein as Attachment B, and excluding County holidays as listed on County's 2019 Holiday Schedule, attached and incorporated herein as Attachment C.
 - (1) Monday through Thursday, the JPO shall be in probation polo and uniform trousers.
 - (2) Fridays, the JPO shall have the option to wear Central Valley High School gear, provided by District, to be returned at the end of assignment. If JPO does not elect to wear Central Valley High School gear, the JPO shall be in probation polo and uniform trousers.
- B. Attend community events, school activities, outreach programs, and home visits outside of normal working hours as scheduled by District and approved by County.
- C. Provide class instruction as identified by District and approved by County.

- D. Participate on the Safety Committee.
- E. Provide general supervision during passing periods, breaks, and lunch.
- F. Assist school administration with parents/guardians.
- G. Provide home visits for youth who are struggling with truancy issues.
- H. Build relationships with staff, students, and parents.
- I. JPO will be a liaison between students and parents and social services agencies and connect families with services as needed.
- J. Have a working relationship with Shasta Lake Unit of the Shasta County Sheriff's Office.

Section 3. COMPENSATION.

- A. District shall pay to County a maximum of \$112,000 for all reasonable and necessary costs in accordance with applicable Circulars of the Office of Management and Budget ("OMB") of the Executive Office of the President of the United States, for satisfactorily providing services pursuant to this agreement. In no event shall the maximum amount payable under this agreement exceed \$112,000.
- B. County's violation or breach of agreement terms may result in fiscal penalties, withholding of compensation, or termination of agreement.

Section 4. TERM OF AGREEMENT.

This agreement shall commence as of August 10, 2018 and shall end June 30, 2019.

Section 5. TERMINATION OF AGREEMENT.

- A. Either Party may terminate this agreement without cause on 30 days written notice to the other Party.
- B. Either Party may terminate this agreement immediately upon oral notice should funding cease or be materially decreased during the term of this agreement.
- C. County's right to terminate this agreement may be exercised by the County Executive Officer or the Chief Probation Officer. District's right to terminate this agreement may be exercised by District's Superintendent.
- D. Should this agreement be terminated, District shall compensate County for services satisfactorily completed and provided prior to the effective date of termination.

Section 6. 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. County shall be entitled to no other benefits other than those specified herein. County specifically acknowledges that in entering into and executing this agreement, County 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 District and the Chief Probation Officer, provided that the amendment is in substantially the same format as the County's standard format amendment contained in the Shasta County Contracts Manual (Administrative Policy 6-101).
- C. The headings that appear in this agreement are for reference purposes only and shall not affect the meaning or construction of this agreement.
- D. If any ambiguity, inconsistency, or conflict exists or arises between the provisions of this agreement and the provisions of any of this agreement's exhibits or appendices, the provisions of this agreement shall govern.

Section 7. NONASSIGNMENT OF AGREEMENT; NON-WAIVER.

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

Section 8. EMPLOYMENT STATUS OF COUNTY.

It is expressly understood and agreed that nothing in this agreement is intended nor shall be construed to create an employer-employee relationship, a joint venture relationship, or to allow District to exercise discretion or control over the professional manner in which County performs the work or services that are the subject matter of this agreement; provided, however, that the work or services to be provided by County shall be provided in a manner consistent with the professional standards applicable to such work or services.

Section 9. INDEMNIFICATION.

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

claims for injury or damage are caused by or result from the negligent or intentional acts or omissions of the indemnifying party, its officials, officers, employees, agents, or volunteers.

- B. On termination or expiration of this agreement, the Parties shall continue to indemnify, defend, and hold harmless each other, as prescribed in this agreement, for all acts or omissions occurring prior to the effective date of the termination or expiration of this agreement.

Section 10. INSURANCE COVERAGE.

County and District shall each secure and maintain, in full force and effect during the full term of this Agreement, liability insurance or participation in a self-insurance program in amounts of not less than three million dollars (\$3,000,000) in the aggregate. Insurance policies shall be written by carriers reasonably satisfactory to each party. On request, a certificate evidencing the insurance requirements of this section shall be provided.

Section 11. NOTICE OF CLAIM; APPLICABLE LAW; VENUE.

- A. If any claim for damages is filed with either Party or if any lawsuit is instituted concerning either Party's performance under this agreement and that in any way, directly or indirectly, contingently or otherwise, affects or might reasonably affect the other Party, each Party shall give prompt and timely notice thereof to the other Party. 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 12. COMPLIANCE WITH LAWS; NON-DISCRIMINATION.

- A. Each Party shall observe and comply with all applicable present and future federal laws, state laws, and local laws, codes, rules regulations, and/or orders that relate to the work or services to be provided pursuant to this agreement.
- B. Neither Party 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. Each Party represents that they are in compliance with and agrees that they shall continue to comply with the Americans with Disabilities Act of 1990 (42 U.S.C.

sections 12101, *et seq.*), the Fair Employment and Housing Act (Government Code sections 12900, *et seq.*), and regulations and guidelines issued pursuant thereto.

- D. No funds or compensation received by County under this agreement shall be used by County for sectarian worship, instruction, or proselytization. No funds or compensation received by County under this agreement shall be used to provide direct, immediate, or substantial support to any religious activity.
- E. In addition to any other provisions of this agreement, each Party shall be solely responsible for any and all damages caused, and/or penalties levied, as the result of their Party's noncompliance with the provisions of this Section.

Section 13. ACCESS TO RECORDS; RECORDS RETENTION.

- A. County, federal, and state officials shall have access to any books, documents, papers, and records of District that are directly pertinent to the subject matter of this agreement for the purpose of auditing or examining the activities of District or County. Except where longer retention is required by federal or state law, District shall maintain all records for five years after County receives final payment hereunder. This provision shall survive the termination, expiration, or cancellation of this agreement.
- B. District 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. District 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.

Section 14. COMPLIANCE WITH CHILD, FAMILY, AND SPOUSAL SUPPORT REPORTING OBLIGATIONS.

District's failure to comply with state and federal child, family, and spousal support reporting requirements regarding District'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. District's failure to cure such default within 90 days of notice by County shall be grounds for termination of this agreement.

Section 15. LICENSES AND PERMITS.

District, and District'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 16. PERFORMANCE STANDARDS.

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

Section 17. CONFLICTS OF INTEREST.

Each Party and Party'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 18. NOTICES.

- A. Except as provided in Section 5.B. of this agreement (oral notice of termination due to insufficient funding), any notices required or permitted pursuant to the terms and provisions of this agreement shall be given to the appropriate Party at the address specified below or at such other address as the Party shall specify in writing. Such notice shall be deemed given: (1) upon personal delivery; or (2) if sent by first class mail, postage prepaid, two days after the date of mailing.

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

If to District: Superintendent
Gateway Unified School District
4411 Mountain Lakes Boulevard
Redding, CA 96003
Phone: 530-245-7900
Fax: (530) 245-7920

- B. Any oral notice authorized by this agreement shall be given to the persons specified in Section 18.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 19. 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 20. COMPLIANCE WITH POLITICAL REFORM ACT.

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

Section 21. PROPERTY TAXES.

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

Section 22. 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 23. 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.

SIGNATURE PAGE FOLLOWS

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

COUNTY OF SHASTA

Date: _____

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

ATTEST:

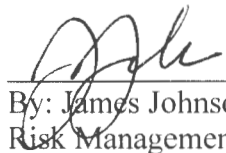
LAWRENCE G. LEES
Clerk of the Board of Supervisors

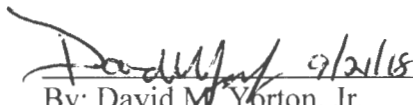
By: _____
Deputy

Approved as to form:

RUBIN E. CRUSE, JR
County Counsel

RISK MANAGEMENT APPROVAL

 09/21/18
By: James Johnson Date
Risk Management Analyst III

 9/21/18
By: David M. Yorton, Jr. Date
Senior Deputy County Counsel

DISTRICT

Date: _____

James Harrell, Superintendent
Gateway Unified School District



GATEWAY UNIFIED SCHOOL DISTRICT 2018-2019 SCHOOL CALENDAR

JULY 2018				
M	T	W	T	F
2	3	4	5	6
9	10	11	12	13
16	17	18	19	20
23	24	25	26	27
30	31			

AUGUST 2018 13/180				
M	T	W	T	F
		1	2	3
6	7	8	9	10
13	14	15	16	17
20	21	22	23	24
27	28	29	30	31

SEPTEMBER 2018 32/180				
M	T	W	T	F
3	4	5	6	7
10	11	12	13	14
17	18	19	20	21
24	25	26	27	28

OCTOBER 2018 55/180				
M	T	W	T	F
1	2	3	4	5
8	9	10	11	12
15	16	17	18	19
22	23	24	25	26
29	30	31		

NOVEMBER 2018 71/180				
M	T	W	T	F
			1	2
5	6	7	8	9
12	13	14	15	16
19	20	21	22	23
26	27	28	29	30

DECEMBER 2018 85/180				
M	T	W	T	F
3	4	5	6	7
10	11	12	13	14
17	18	19	20	21
24	25	26	27	28
31				

JANUARY 2019 102/180				
M	T	W	T	F
	1	2	3	4
7	8	9	10	11
14	15	16	17	18
21	22	23	24	25
28	29	30	31	

FEBRUARY 2019 117/180				
M	T	W	T	F
				1
4	5	6	7	8
11	12	13	14	15
18	19	20	21	22
25	26	27	28	

MARCH 2019 133/180				
M	T	W	T	F
				1
4	5	6	7	8
11	12	13	14	15
18	19	20	21	22
25	26	27	28	29

APRIL 2019 155/180				
M	T	W	T	F
1	2	3	4	5
8	9	10	11	12
15	16	17	18	19
22	23	24	25	26
29	30			

MAY 2019 177/180				
M	T	W	T	F
		1	2	3
6	7	8	9	10
13	14	15	16	17
20	21	22	23	24
27	28	29	30	31

JUNE 2019 180				
M	T	W	T	F
3	4	5	6	7
10	11	12	13	14
17	18	19	20	21
24	25	26	27	28

DATES TO REMEMBER:

August 10	Professional Development Day or Work Day
August 13	Professional Development Day or Work Day
August 14	All Staff Work Day or Prof. Development Day
August 15	First Day of School (No Minimum Day)
Sept. 24-28	Parent/Teacher Conferences (Minimum Day *)
Jan. 7	Professional Development Day

DATES TO REMEMBER:

Nov. 19 - 23	Thanksgiving Recess (No School)
Dec. 21 - Jan. 7	Winter Recess (No School)
Feb. 18 - 22	President's Week Recess (No School)
April 15 - 19	Spring Recess (No School)
June 8	Last Day of School (Minimum Day *)
180	Student Attendance Days

* 37 Minimum Days: Mondays, Parent Conferences & Last Day of School

HOLIDAYS

07/04	Independence Day
09/03	Labor Day
11/11	Veterans Day (11/11) Observed
11/22	In Lieu of CA Admissions Day (9/9)
11/23 - 24	Thanksgiving (11/22)
12/24	Christmas Eve
12/25	Christmas Day
12/26	Negotiated Holiday
01/01	New Year's Day
01/21	Martin Luther King, Jr. Day
02/18	Washington's Birthday (2/22) Observed
02/19	Lincoln's Birthday (2/12) Observed
04/19	Easter (4/21) Observed
05/27	Memorial Day

SESSIONS: MLHS		SEMESTERS: CVHS	
Session 1 ends: 09/28/18		First Semester	
Session 2 ends: 11/09/18		1 st quarter ends: 10/12/18	
Session 3 ends: 01/11/19		2 nd quarter ends: 12/20/18	
Session 4 ends: 03/01/19		Second Semester	
Session 5 ends: 04/12/19		3 rd quarter ends: 03/15/19	
Session 6 ends: 06/05/19		4 th quarter ends: 06/05/19	
TRIMESTERS: (BSA, GOES, SLS)		180 Instructional Days	
1 st trimester ends: 11/09/18		Revised: May 30, 2018	
2 nd trimester ends: 03/01/19			
3 rd trimester ends: 06/05/19			



**MEMORANDUM
DEPARTMENT OF SUPPORT SERVICES**

Angela Davis, Director of Support Services
(530) 225-5515 Voice
(530) 225-5345 Fax

PO-055

To: All Shasta County Employees
From: Angela Davis, Director of Support Services
Date: August 3, 2017
Subject: 2018 Holiday Schedule

Pursuant to Section 11.1 of the Shasta County Personnel Rules, the following is a list of the 2018 holidays for County employees. Please note, if an authorized holiday falls on a Saturday, the immediately preceding Friday will be observed as the paid holiday. If an authorized holiday falls on a Sunday, the following Monday will be observed as the paid holiday.

<u>Holiday</u>	<u>Date of Observance</u>
January 1 (New Year's Day)	Monday, January 1, 2018
The 3rd Monday in January (Martin Luther King, Jr. Day)	Monday, January 15, 2018
February 12th (Lincoln's Birthday)	Monday, February 12, 2018
The 3rd Monday in February (Presidents' Day)	Monday, February 19, 2018
The last Monday in May (Memorial Day)	Monday, May 28, 2018
July 4th (Independence Day)	Wednesday, July 4, 2018
The 1st Monday in September (Labor Day)	Monday, September 3, 2018
November 11th (Veterans' Day)	Monday, November 12, 2018
The 4th Thursday in November (Thanksgiving Day)	Thursday, November 22, 2018
Day Following Thanksgiving	Friday, November 23, 2018
December 24th (Christmas Eve)	Monday, December 24, 2018
December 25th (Christmas Day)	Tuesday, December 25, 2018

AD: ae



MEMORANDUM
DEPARTMENT OF SUPPORT SERVICES
 Angela Davis, Director of Support Services
 (530) 225-5515 Voice
 (530) 225-5345 Fax

PO-072

To: All Shasta County Employees

From: Angela Davis, Director of Support Services

Date: August 3, 2018

Subject: 2019 Holiday Schedule

Pursuant to Section 11.1 of the Shasta County Personnel Rules, the following is a list of the 2019 holidays for County employees. Please note, if an authorized holiday falls on a Saturday, the immediately preceding Friday will be observed as the paid holiday. If an authorized holiday falls on a Sunday, the following Monday will be observed as the paid holiday.

<u>Holiday</u>	<u>Date of Observance</u>
January 1 (New Year's Day)	Tuesday, January 1, 2019
The 3rd Monday in January (Martin Luther King, Jr. Day)	Monday, January 21, 2019
February 12th (Lincoln's Birthday)	Tuesday, February 12, 2019
The 3rd Monday in February (Presidents' Day)	Monday, February 18, 2019
The last Monday in May (Memorial Day)	Monday, May 27, 2019
July 4th (Independence Day)	Thursday, July 4, 2019
The 1st Monday in September (Labor Day)	Monday, September 2, 2019
November 11th (Veterans' Day)	Monday, November 11, 2019
The 4th Thursday in November (Thanksgiving Day)	Thursday, November 28, 2019
Day Following Thanksgiving	Friday, November 29, 2019
December 24th (Christmas Eve)	Tuesday, December 24, 2019
December 25th (Christmas Day)	Wednesday, December 25, 2019

AD: ac

SALARY RESOLUTION NO.

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COUNTY OF SHASTA
AMENDING THE SHASTA COUNTY POSITION ALLOCATION LIST**

BE IT RESOLVED that effective October 14, 2018, the following amendments are made to the Shasta County Position Allocation List for positions in County service:

PROBATION – Cost Center 263

<u>Footnotes</u>	<u>Classification Title</u>	<u>No. of Positions</u>	<u>FTE</u>	<u>Unique Position Number</u>	<u>Schedule</u>	<u>Range</u>	<u>Approx. Monthly A Step</u>	<u>Equiv. Salary F Step</u>
<u>ADD</u>								
40	Deputy Probation Officer III	1	1.0		PPOA	468	3958	5051

DULY PASSED AND ADOPTED this 2nd day of October 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

**SHASTA COUNTY PROBATION DEPARTMENT**

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

Tracie Neal
 Chief Probation Officer

To: Brian Muir, Auditor-Controller
 From: Tracie Neal, Chief Probation Officer *Tracie Neal*
 Date: September 24, 2018
 Subject: Budget Amendment

Please prepare a FY 2018-19 budget amendment for Probation (Cost Center 26303) to add appropriations for Salaries and Benefits in the amount of \$112,00 and increase revenues in the amount of \$112,000. This budget amendment is going to the Board of Supervisors for consideration on October 2, 2018.

Fund/BU	Account	Description	Budget Reads	Budget Should Read	Appropriation Inc/(Decr)
Expenditures					
00195/26303	011000	Regular Salaries	631,574	689,650	58,076
00195/26303	017502	Overtime Pay	4,000	7,496	3,496
00195/26303	018100	Employer Share FICA	12,120	12,960	840
00195/26303	018201	Employer Share Retirement	291,932	320,037	28,105
00195/26303	018300	Employer Share Health Insur	177,490	194,102	16,612
00195/26303	018307	Employer Shr Other Post Emp Ben	18,947	20,689	1,742
00195/26303	018400	Employer Shr Unemployment Ins	985	1,075	90
00195/26303	018500	Workers Comp Exposure	5,339	5,827	488
00195/26303	033102	Insur XP Liability Exposure	1,652	1,803	151
00195/26303	035940	Trans/Trvl Fuel	4,000	6,400	2,400
Revenues					
00195/26303	692320	Reimb Probation Officer School	0	112,000	112,000
Total					0

SAFER COMMUNITIES
 BETTER LIVES

INTEGRITY • PROFESSIONALISM • ACCOUNTABILITY • BELIEF IN CHANGE

REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS

BOARD MEETING DATE: October 2, 2018

CATEGORY: Consent - Law and Justice-11.

SUBJECT:

Subscription with Visual Computer Solutions for a Correctional Officer Scheduling System

DEPARTMENT: Probation

Supervisory District No. : ALL

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

STAFF REPORT APPROVED BY: Tracie Neal, Chief Probation Officer

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

RECOMMENDATION

Approve and authorize: (1) The Chairman to sign an evergreen subscription agreement, effective upon the date the service is activated, with Visual Computer Solutions, Inc. (VCS) for the annual cost of \$2,475 and a one-time training package cost of \$2,500 (for a total year one cost of \$4,975) for a Correctional Officer Scheduling System; and (2) the County Executive Officer or his designee to sign future amendments, including retroactive, to the subscription agreement so long as the annual compensation to VCS does not exceed \$50,000, the documents are in substantially similar form to these documents, and the documents are processed through County Counsel, Risk Management, and County Information Technology.

SUMMARY

The Shasta County Probation Department desires to obtain a computerized scheduling system for the Juvenile Rehabilitation Facility (JRF) to maximize scheduling efficiency within the JRF. This subscription agreement with Visual Computer Solutions for a Correctional Officer Scheduling System will fulfill the needs of the JRF at the lowest cost.

DISCUSSION

In the fall of 2017, the Juvenile Rehabilitation Facility (JRF) conducted its first Kaizen, a Lean 6 Sigma process for continuous improvement, to streamline the process of facility scheduling and reduce staff overtime usage. Officers working overtime and the negative effects on staff morale have been ongoing concerns to management and line staff. Additionally, a facility supervising probation officer spends a significant amount of time per week managing the schedule of the facility due to officers calling in sick and/or utilizing prescheduled vacation leave, attending mandatory peace officer trainings, and the variable safety and security needs of the facility.

Due to these ongoing concerns, there was a desire to work cooperatively as a team to come up with a positive solution to ensure the facility could be staffed for maximum safety and security while maximizing efficiency. The Kaizen process produced three recommendations, one of which included the research, purchase and implementation of a computerized scheduling software program.

A computerized scheduling system automates the process of contacting staff to fill shifts and increases the likelihood of locating a staff member willing to cover a shift voluntarily, which will decrease the need to impose mandatory overtime. A scheduling system program will automate the scheduling process providing many benefits including: a free interactive smart phone app (iPhone and Android) allowing quick and easy access; automatic tracking of shifts; processing of time off requests; automatic swapping of shifts; easier, real-time availability submission for extra help staff; and the ability to run reports and other data measures reducing the need to manage multiple existing spread sheets and calendars. Further, the program is designed specifically for detention facilities which have assigned posts for staff like our facility so it will reduce the number of hours currently required for the assigned supervising probation officer to manage the schedule, allowing for other assignments to be completed.

The JRF Division Director researched numerous scheduling software programs. The Visual Computer Solutions, Inc. (VCS) Correctional Officer Scheduling System software offered the most features that met the specific needs of the JRF for the lowest cost. The scheduling system designed by VCS is not only designed to assist in this task, but was specifically developed with Public Safety facilities in mind.

For flexibility, due to timeliness of receiving documents from the vendor, it is requested that limited signing authority for future amendments be extended to the CEO or his designee.

ALTERNATIVES

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

OTHER AGENCY INVOLVEMENT

County Counsel has approved the agreement as to form. Risk Management and the Chief Information Officer have approved the agreement. The Recommendation has been reviewed by the County Administrative Office.

FINANCING

Expenditures associated with this agreement are included in Probation’s FY 2018-19 Adopted Budget, and will be included in future budgets. There is no additional General Fund impact associated with this recommendation.

ATTACHMENTS:

Description	Upload Date	Description
VCS COSS 2018	9/25/2018	VCS COSS 2018

Visual Computer Solutions



Company Address 4400 US Highway 9 #3500
Freehold, NJ 07728
US

Created Date 9/20/2018
Expiration Date 10/31/2018
Quote Number 2160

Prepared By Craig Mortman
Phone 732-730-9009 x 211
Email cmortman@vcssoftware.com

Bill To Name Shasta County Probation (CA)
Bill To 1600 Court St
Redding, CA 96001

Ship To Name Shasta County Probation (CA)
Ship To 1600 Court St
Redding, CA 96001

Product	Line Item Description	Product Code	Sales Price	Quantity	Subtotal	Total Price
COSS-Enterprise	F/T Users	C-Ent-SAAS	\$45.00	55.00	\$2,475.00	\$2,475.00
Basic Onboarding	System Build & Online Training Pkg.	Onboarding-Basic	\$2,500.00	1.00	\$2,500.00	\$2,500.00

Subtotal \$4,975.00
Discount 0.00%
Total Price \$4,975.00
Grand Total \$4,975.00

Comments

Software as a Service (SaaS)
Cloud/VCS Hosting

Core Scheduling System, Web Portal, Phone App & Support included.

Complete Implementation Online Training. Training costs are one-time fee.

YEARLY (SaaS) SUBSCRIPTION COSTS (Starting Year 2):

Includes: Maintenance, Service, Support & Hosting \$2,475

APPROVED AS TO FORM
SHASTA COUNTY COUNSEL

David M. Yorton, Jr.
Senior Deputy County Counsel

9/25/18
Date

RISK MANAGEMENT APPROVAL

By: James Johnson
Risk Management Analyst III

09/25/18
Date

IT APPROVED:

Tom Schreiber, CIO

9-25-2018
Date

Quote Acceptance Information

Signature

Name Les Baugh
Title CHAIRMAN, Board of Supervisors, County of Shasta, State of California
Date

ATTEST FOR COUNTY OF SHASTA

LAWRENCE G. LEES
Clerk of the Board of Supervisors

By: _____
Deputy

By signing this quote, you acknowledge acceptance of the VCS Terms and Conditions document.



SOFTWARE TERMS & CONDITIONS

1. DEFINITIONS: (1) "Software" or "Program" refers to the proprietary computer software system owned by VCS known as POSS, COSS, FIRES, Active Schedules and PARS. (2) "VCS" refers to Visual Computer Solutions, Inc. (3) "Client" refers to the agency licensing or subscribing to VCS' software system. (4) "Services" refers to the cloud scheduling software and training provided by VCS.

2. PROGRAM AND INTELLECTUAL PROPERTY. VCS shall have the exclusive title to the software and any portion of the software materials including all documentation, enhancements, modifications and any new versions of the Software and all copies of the Software or any portions of the Software whether made by VCS or Client. VCS' title shall include, but not be limited to, any and all copyright, trademark and other intellectual property rights, or other rights in the Software.

3. SUBSCRIPTION

a. VCS hereby grants to the Client for the term set forth herein, a limited non-exclusive, non-transferable right and license to access the Program for its own internal scheduling/time & attendance purposes in accordance to the terms and conditions of this Agreement.

b. The Program and client data are housed on dedicated, secure servers with QTS Technology's Data Center NJ1. The physical and electronic security requirements are: (i) single point of entry; (ii) main access monitored with additional access for emergency purposes only; (iii) surveillance cameras in facility; (iv) access validation with identity check; (v) access only to persons on VCS approved access list; (vi) log-in validation; (vii) creation of accounts only as verified by VCS or sub-contracted hosting provider; (viii) access to servers via encrypted means; (ix) servers running behind secure firewall and (x) Intrusion Detection System (monitoring incoming/outgoing with real time notification alerts).

c. Software onboarding consists of a kickoff meeting, installation, data collection/configuration, onsite or online "train-the-trainer" instruction, and a streamlined transfer to support services. Client and their Project Team must make themselves available for regular appointments and be dedicated to learning the system and rolling it out to end users. VCS claims no responsibility for Client's timeline for end-user roll out and training.

d. Support Services are included in the subscription fee which includes: phone, e-mail and web support from 8:00

a.m. – 8:00 p.m. EST, M-F. A training video library, knowledgebase articles and an e-ticket Support Portal are available 24/7/365.

e. When Client registers to use the VCS Software System and/or its Support Portal, each Client user is responsible for maintaining the confidentiality of his/her member identification and password information, and for restricting access to their computer. Client agrees to accept responsibility for all activities that occur under each user, member identification, and password.

f. Total costs for one (1) year of SaaS subscription services associated with this agreement referencing VCS Quotation # 2160 shall not exceed \$50,000.00.

4. RESTRICTIONS

a. Client may not decompile, disassemble or reverse engineer the Program, or shall not provide access to the Compiled Program Application by any party, other than the VCS. Client shall not transfer, resell or grant any rights of any kind to any individual a copy of the product to any party. Client cannot create any derivative works based upon the Subscription Services or Documentation or access the Subscription Services in order to build a competitive solution or to assist someone else to build a competitive solution.

b. Client agrees and acknowledges that only VCS is authorized to support or maintain the Program.

5. BACKUPS. VCS shall keep offsite backups of Client's data. Client shall not make copies of the Software or any portion of the Software or documentation, except as follows: (1) archival purposes; (2) employee instructional purposes.

6. REQUIREMENTS. Client acknowledges that the requirements listed below are met to insure proper resource allocation to run Active Schedules, POSS, COSS, FIRES, and TIMES:

- Workstations: Intel Core i5 processor; Windows 7 and above; 17-inch monitor running at 768 X 1024 screen resolution.
- Internet Connection: Internet Explorer 10 and above, Google Chrome

7. EFFECTIVE DATE. The effective date is the date the Service is activated for the Client. Invoicing shall commence on the effective date.

8. FEES

a. Client assumes responsibility for and agrees to pay VCS all amounts due for Services. All invoices are due and payable according to Invoice Due Date.

b. All reasonable and customary travel expenses, including but not limited to; Airfare, Hotel, Car Rental and Meals will be paid by the Client. Travel fees and expenses will be invoiced upon completion of visit(s) and are due (30) days from receipt of invoice.

c. Should Client decide to purchase Services through a reseller or third-party vendor (such as Dell Marketing, Software House International (SHI), or Insight Public Sector), Client acknowledges that all fees will be paid according to the third-party vendor's payment schedule and directly to the third-party vendor.

d. If the number of users assigned to the Client's account exceeds the number of licenses purchased, then the Client's account may be suspended until Client: (a) reduces the number of users or (b) upgrades its license count to at least equal to the number of users.

e. If additional training is desired – over and above the contracted training package - Client will be billed for such training and all other related travel expenses according to the current fee schedule.

f. If Client's account is past due based on invoice date, in addition to any of its other rights and remedies, VCS shall impose a 1.5% finance charge on all past due invoices.

g. If Client's account is 30 days or more overdue, in addition to any of its other rights or remedies, VCS reserves the right to suspend Client's access to the Service, without liability to Client, until such amounts are paid in full.

h. If Client initially purchases Subscription Services for a term, and subsequently orders additional product, the purchase price for the additional product shall be pro-rated so that the added subscriptions renew on the same day as the initial subscription.

i. Should client intend to cancel subscription, the client must provide thirty (30) days written notice in advance of subscription renewal date. If no notice is received, the license will be extended for an additional 12-month term. The invoice for the continuation of the subscription will be sent automatically.

j. If for any reason Client cancels any or all training appointments for which VCS has already secured travel arrangements, Client agrees to pay VCS' scheduled travel fees, plus any applicable service charges, cancellation penalty fees and increased fares expressly due to the Client's cancellation. If Client cancels training after VCS has arrived on location, Client will be responsible for paying all training fees and expenses.

9. ADDITIONAL CLIENT RESPONSIBILITIES

a. Client must provide and input data for use in the System. VCS is not obligated to input, modify or add to Client's Data. Client is solely responsible for the content and accuracy of the Client's Data.

b. VCS regularly upgrades and updates the Subscription Services. This means that the Subscription Services are continually evolving. Some of these changes will occur automatically, while others may require Client to schedule and implement the changes. The changes may also mean that Client needs to upgrade its equipment in order to make efficient use of the Subscription Services. VCS will provide Client with advance notification in this case.

c. Client acknowledges that VCS utilizes e-mail as its primary form of communication for billing, software enhancement/update information, and webinar/training purposes. It is Client's responsibility to notify VCS of personnel and/or e-mail changes.

d. Client acknowledges that it alone is responsible for the rollout and results obtained from its use of the Service, including without limitation the completeness, accuracy and content of such results.

10. SALES & USE TAX. Any sales tax payable as a result of the software, hardware and/or professional services purchase, shall be paid by Client. Client agrees to provide a completed *Tax Information Form* to VCS in the event that VCS is required to collect and remit sales tax as dictated by law in Client's state. Client hereby indemnifies and holds harmless VCS from any sales tax liability, claims, penalties, or losses incurred resulting from Client withholding or inaccurately reporting information on the *Tax Information Form*.

11. WARRANTY

a. The Software is licensed "AS IS." VCS represents and warrants that the Services will perform in accordance with the on-line and manual help documentation and the service level standards set forth in Section 3.

b. VCS warrants that it has good title to the Product and the right to license its use to Client free of any proprietary rights of any other party or any other encumbrance whatsoever.

12. INSURANCE AND INDEMNIFICATION

a. Throughout the life of this Agreement, VCS shall pay for and maintain in full force and effect the following policies of insurance:

(i) Commercial General Liability insurance with combined single limits of not less than \$1,000,000 per occurrence; (ii) Commercial automobile liability insurance with combined single limits of not less than \$1,000,000 per occurrence; (iii) Worker's compensation insurance as required under the New Jersey Labor laws; (iv) Professional liability insurance of not less than \$1,000,000 each claim.

b. Either party will indemnify and hold the other party harmless against any claim or demand by a third party, including without limitation reasonable attorney's fees, alleging that the Service (in the case of VCS) or any Subscriber Materials (in the case of Subscriber) infringes any intellectual property right under the laws of the United States of a third party. VCS' indemnification obligation does not cover third party claims arising from: (i) modifications to the Service by anyone other than VCS or its authorized agents and contractors; (ii) use of the Service by Subscriber in combination with other software or equipment not provided by VCS where the Service, but for such combination, would not be infringing; or (iii) Subscriber's failure to use the Service in accordance with these terms and conditions.

13. LIMITATION OF LIABILITY. VCS SHALL NOT BE LIABLE FOR DAMAGES, INJURY, COSTS OR CLAIMS ARISING OUT OF (I) DELAYS, MISTAKES, ACCIDENTS, ERRORS, OMISSIONS, INTERRUPTIONS, OR DEFECTS IN TRANSMISSION; (II) INADVERTENT DISCLOSURE, CORRUPTION OR ERASURE OF DATA; (III) SERVICES, FACILITIES OR EQUIPMENT NOT FURNISHED BY VCS; (IV) ANY ACT OR OMISSION OF A THIRD-PARTY VENDOR FURNISHING ANY PORTION OF THE SERVICES OR THE EQUIPMENT OR FACILITIES USED TO PROVIDE THE SERVICES; AND (V) ANY EVENT THAT PREVENTS VCS FROM PERFORMING ITS OBLIGATIONS UNDER THESE TERMS AND CONDITIONS, IF THAT EVENT IS BEYOND THE REASONABLE CONTROL OF VCS.

14. TERM AND TERMINATION OF AGREEMENT

a. The term of this subscription Agreement shall be no less than twelve (12) months and shall commence upon the

effective date. The Client, at its sole option, may renew this Agreement for consecutive one-year terms upon payment of the next subscription invoice.

b. Either party may terminate rights if the other breaches any material term in this Agreement and the breach is not cured within thirty (30) days of written notice.

c. Upon termination of Client's Subscription Service, VCS must promptly provide Client with all Client Data in comma separated value (CSV) format. However, VCS may retain Client Data in backup media for an additional period of up to 12 months, or longer if required by law.

d. Within 30 days after the expiration or termination of this Agreement for any reason, the receiving party must destroy the original and all copies (including partial copies) of all Confidential Information of the disclosing party.

e. All fees collected or accrued prior to the date of termination shall be retained by VCS without any pro rata refund to Client.

f. The termination of this Agreement shall not extinguish any rights or obligation of the parties under this Agreement or applicable law, including without limitation, rights and obligations relating to the protection of Confidential Information or Intellectual Property rights.

15. GENERAL PROVISIONS

a. Client warrants that the signature executed on this quote or agreement is by a duly authorized employee, agent or officer that is binding upon Client.

b. Any notice required or intended to be given to either party under the terms of this Agreement shall be in writing.

c. Any controversy or claim arising out of or relating to this Agreement, or breach thereof, shall be settled by arbitration in accordance with the Rules of the American Arbitration Association and judgment upon the award rendered by the Arbitrator(s) may be entered in any Court having jurisdiction thereof.

REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS

BOARD MEETING DATE: October 2, 2018

CATEGORY: Consent - Law and Justice-12.

SUBJECT:

Continuation of Local Emergency Proclamation: Delta Fire

DEPARTMENT: Sheriff

Supervisory District No. : 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 September 11, 2018 ratification of a local emergency proclamation due to the wildland fire identified as the "Delta 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 Delta Fire local emergency proclamation to be continued.

DISCUSSION

Pursuant to California Government Code Section 8630, a proclamation of local emergency made by the Director of Emergency Services shall not remain in effect for a period in excess of seven days unless it has been ratified by the Board of Supervisors. The recommended action will ratify the Director of Emergency Services September 6, 2018 verbal proclamation of such local emergency, which was signed by the Director on the morning of September 7, 2018.

The Shasta County Director of Emergency Services proclaimed a local emergency on September 6, 2018 due to the wildland fire identified as the "Delta Fire". On September 11, 2018 the Shasta County Board of Supervisors, by adopting Resolution No. 2018-083, ratified the Shasta County Director of Emergency Services local emergency proclamation pursuant to California Government Code Section 8630. Resources are stretched beyond capacity due to the many wildland fires Shasta County has experienced in a short time period.

The U. S. Forest Service reports over 62,500 acres have burned, 20 structures destroyed with 98 percent containment and a spot fire burning in the Bear Gulch area. Air tankers and water dropping helicopters, along with hand crews are working to keeping the spot fire from spreading. Additionally, the Delta fire has now spread into the footprint of the Carr Fire. Debris removal for the Delta fire victims has yet to begin.

ALTERNATIVES

There are no recommended alternatives.

OTHER AGENCY INVOLVEMENT

Other agency involvement includes but is not limited to, the Shasta County Department of Public Works, Shasta County Fire/CAL FIRE, California Highway Patrol, California Office of Emergency Services, California Department of Transportation, and US Forest Service,. County Counsel has reviewed the resolution as to form. The County Administrative Office has reviewed the recommendation.

FINANCING

This incident is ongoing and costs/cost estimates have not been established. Staff will pursue all available options for cost recovery if such options are available; however, it is anticipated that there will be some impact to the General Fund due to the amount of County resources committed.

ATTACHMENTS:

Description	Upload Date	Description
Delta Fire Continue Local Emergency	9/27/2018	Delta Fire Continue Local Emergency
BOS Resolution ratifying Local Emergency - Delta Fire	9/27/2018	BOS Resolution ratifying Local Emergency - Delta Fire
Proclamation of Local Emergency - Delta Fire	9/7/2018	Proclamation of Local Emergency - Delta Fire

RESOLUTION NO. 2018-

**A RESOLUTION OF THE BOARD OF SUPERVISORS
OF THE COUNTY OF SHASTA
CONTINUING THE PROCLAMATION OF LOCAL EMERGENCY
AND REQUESTING THE GOVERNOR TO
PROCLAIM A STATE OF 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 arose within the County of Shasta, in that the wildland fire identified as the “Delta Fire” has devastated areas of the Shasta-Trinity National Forest, has impacted the communities and private residences north of Lakehead interspersed within the National Forest, has closed a major interstate highway and other transportation methods serving Shasta County and many other areas, and continues to burn with no containment into these areas; and

WHEREAS, the Director of Emergency Services of the County did verbally proclaim the existence of a local emergency within the County of Shasta due to the Delta Fire on September 6, 2018, at 5:00 p.m.; and

WHEREAS, on September 11, 2018 the Shasta County Board of Supervisors ratified the Director of Emergency Services’ local emergency proclamation; and

WHEREAS, on the day of the declaration 1,224 personnel were assigned to the Delta Fire, which has now consumed more than 62,504 acres with 98 percent containment, destroyed 20 structures/residences, and forced the evacuation of at least 300 people, as it burns through grass, brush, timber litter and understory, mixed conifer and decadent brush with no recent fire history, and heavy dead and down surface fuel components; and

WHEREAS, the Delta Fire has caused the shutdown of Interstate 5, with detour routes taking up to eight hours to traverse, has shutdown rail traffic through the impacted area due to burned tracks, has destroyed an unknown number of linear feet of Shasta County guard rails as well as an unknown number of road signs, caused unknown damage the utilities and power poles and lines have been damaged or destroyed, and other infrastructure has been or is threatened with damage or destruction; and

WHEREAS, cleanup and hazard mitigation within the footprint of the Delta Fire, to protect the public, is ongoing and beyond the control of the services, personnel, equipment, and facilities of Shasta County; and

WHEREAS, Shasta County continues to be impacted by two other major fire incidents including the Carr Fire (one of the most destructive fires in California history) and the Hirz Fire, thus further straining resources available for disaster response and relief, and

Resolution 2018 -
October 2, 2018
Page 2 of 2

WHEREAS, the Board of Supervisors recognizes that the circumstances that led to the September 11, 2018 local emergency proclamation ratification continue to exist.

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.

BE IT FURTHER RESOLVED that a copy of this declaration shall be forwarded to the Governor of California with the request that he proclaim the County of Shasta to be in a state of emergency and allow California Disaster Assistance Act (CDAA) funds and any other State and Federal funding be released to assist in recovery from this Disaster.

DULY PASSED AND ADOPTED this 2nd day of October, 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

RESOLUTION NO. 2018-083

**A RESOLUTION OF THE BOARD OF SUPERVISORS
OF THE COUNTY OF SHASTA
RATIFYING THE PROCLAMATION OF LOCAL EMERGENCY
AND REQUESTING THE GOVERNOR TO
PROCLAIM A STATE OF 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 the wildland fire identified as the "Delta Fire" has devastated areas of the Shasta-Trinity National Forest, has impacted the communities and private residences north of Lakehead interspersed within the National Forest, has closed a major interstate highway and other transportation methods serving Shasta County and many other areas, and continues to burn with no containment into these areas; and

WHEREAS, the Director of Emergency Services of the County did verbally proclaim the existence of a local emergency within the County of Shasta due to the Delta Fire on September 6, 2018, at 5:00 p.m.; and

WHEREAS, on the day of the declaration 1,224 personnel were assigned to the Delta Fire, which has consumed more than 15,000 acres as of the proclamation of local emergency with zero containment, destroyed an unknown number of structures/residences, and forced the evacuation of at least 300 people, and is still threatening structures as it burns through grass, brush, timber litter and understory, mixed conifer and decadent brush with no recent fire history, and heavy dead and down surface fuel components; and

WHEREAS, the Delta Fire has caused the shutdown of Interstate 5, with detour routes taking up to eight hours to traverse, has shutdown rail traffic through the impacted area due to burned tracks, has destroyed an unknown number of linear feet of Shasta County guard rails as well as an unknown number of road signs, caused unknown damage the utilities and power poles and lines have been damaged or destroyed, and other infrastructure has been or is threatened with damage or destruction; and

WHEREAS, Shasta County continues to be impacted by two other major fire incidents including the Carr Fire (one of the most destructive fires in California history) and the Hirz Fire, thus further straining resources available for disaster response and relief, and

WHEREAS, the Board of Supervisors does hereby find the aforesaid conditions of extreme peril did warrant and necessitate the proclamation of the existence of a local emergency

Resolution 2018-083

September 11, 2018

Page 2 of 3

and request the Governor to Proclaim another State of Emergency throughout Shasta County; and

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of the County of Shasta ratifies 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.

BE IT FURTHER RESOLVED that a copy of this declaration shall be forwarded to the Secretary of the Governor's Office of Emergency Services (Cal OES) and request the Secretary of Cal OES to provide a Secretaries concurrence.

Resolution 2018-083

September 11, 2018

Page 3 of 3

BE IT FURTHER RESOLVED that a copy of this declaration shall be forwarded to the Governor of California with the request that he proclaim the County of Shasta to be in a state of emergency and allow California Disaster Assistance Act (CDAA) funds and any other State and Federal funding be released to assist in recovery from this Disaster.

DULY PASSED AND ADOPTED this 11th day of September, 2018, by the Board of Supervisors of the County of Shasta by the following vote:

AYES: Supervisors Moty, Rickert, Morgan, Baugh, and Kehoe
NOES: None
ABSENT: None
ABSTAIN: None
RECUSE: None



LES BAUGH, CHAIRMAN

Board of Supervisors

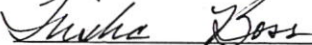
County of Shasta

State of California

ATTEST:

LAWRENCE G. LEES

Clerk of the Board of Supervisors

By: 
Deputy

THIS INSTRUMENT IS A CORRECT COPY
OF THE ORIGINAL ON FILE IN THIS OFFICE

ATTEST SEP 11 2018

CLERK OF THE BOARD
Supervisors of the County of Shasta, State of California
BY: 

**Proclamation of Local Emergency by
Director of Emergency Services
and Request to the Governor to Proclaim a State of 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, the Shasta County Board of Supervisors is not in session and cannot immediately be called into session; and

WHEREAS, this Proclamation of Local Emergency will be ratified and as necessary reaffirmed by the Board of Supervisors pursuant to applicable laws; and

WHEREAS, the Director of Emergency Services of the County of Shasta hereby finds;

1. That conditions of extreme peril to the safety of persons and property have arisen within the county of Shasta caused by a fire which began on September 5, 2018 at approximately 12:51 p.m. (the "Delta Fire") that has impacted the communities and private residences north of Lakehead interspersed within the Shasta Trinity National Forest; and
2. An unknown number of structures/residences have been destroyed by the fire; and
3. Infrastructure such as guard rails, roads and power poles have been destroyed leaving unsafe road conditions and potential health related incidents due to the extreme temperatures in the area of Shasta County; and
4. Due to the Delta Fire burning on both sides of Interstate 5, both northbound and southbound lanes were closed beginning on September 5, 2018 at approximately 3:30 p.m., and as of this proclamation remain closed from Fawndale Road, 10 miles north of Redding, to Mott Road, south of Mount Shasta in Siskiyou County; and
5. Union Pacific Railway and Amtrak train service has been shut down in the area of the fire due to tracks damaged by to the Delta Fire; and
6. The Delta Fire, as of this proclamation of emergency, continues to burn and has consumed in excess of 15,000 acres with extreme temperatures and low humidity making it difficult for firefighters to make progress on containment; and
7. Homes have been evacuated, affecting approximately 300 residents; and
8. Conditions are, or are likely, to be beyond the control of the services, personnel, equipment, and facilities of Shasta County; and

Proclamation of Local Emergency
Delta Fire Incident
September 7, 2018
Page 2 of 2

9. The Governor of the State of California on July 26, 2018 proclaimed a state of emergency in Shasta County as a result of the conditions caused by the Carr Fire which was fully contained on August 30, 2018 but that is still requiring mop-up and monitoring.
10. Due to the Carr and Hirz Fires in Shasta County, resources available for disaster response and relief are stretched thin thus impacting the ability to respond in some cases; and

WHEREAS, the Director of Emergency Services of the County of Shasta has verbally proclaimed the existence of a State of Emergency on September 6, 2018 at 5:00 p.m.

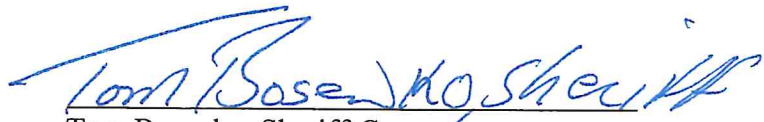
NOW, THEREFORE, BE IT RESOLVED that a local emergency now exists in Shasta County pursuant to Government Code section 8630 and other applicable laws; and

NOW THEREFORE, IT IS FURTHER PROCLAIMED AND ORDERED that during the existence of said local emergency the powers, functions and duties of the Director of Emergency Services and the emergency organization of the County shall be those prescribed by the state law, and by ordinance and resolutions of this County approved by the Board of Supervisors and by the Shasta Operational Area Emergency Operations Plan, as approved by the Board of Supervisors; and;

NOW THEREFORE IT IS FURTHER PROCLAIMED that Sheriff Tom Bosenko, Director of Emergency Services, or his representative is hereby designated as the authorized representative of the County of Shasta for the purpose of receipt, processing, and coordination of all inquiries and requirements necessary to obtain available state and federal assistance.

COUNTY OF SHASTA

Dated: September 07, 2018
Time: 9:48 a.m.


Tom Bosenko, Sheriff-Coroner
Director of Emergency Services
County of Shasta
State of California

REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS

BOARD MEETING DATE: October 2, 2018

CATEGORY: Consent - Law and Justice-13.

SUBJECT:

Retroactive Second Amendment to the Real Property Lease Agreement with Peloria Marinas, LLC. (Bridge Bay Marina)

DEPARTMENT: Sheriff

Supervisory District No. : All

DEPARTMENT CONTACT: Rob Sandbloom, Sergeant (530) 245-6075

STAFF REPORT APPROVED BY: Tom Bosenko, Sheriff-Coroner

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

RECOMMENDATION

Approve and authorize the Chairman to sign a retroactive amendment, effective July 1, 2018, to the lease agreement with Peloria Bridge Bay LLC, extending the term by six months to December 31, 2018, reflecting the correct ownership, and setting the rent for the extended term at \$2,268.79 per month.

SUMMARY

N/A

DISCUSSION

On December 3, 2012 the County Executive Officer signed an agreement, effective January 1, 2013, with Seven Resorts, Inc., for Sheriff – Boating Safety Unit to utilize office space, boat slips, storage space, and parking spaces at Bridge Bay Marina located on Lake Shasta. The First Amendment with Seven Resorts, Inc., extended the term of the agreement, originally expiring December 31, 2017, to June 30, 2018 and also updated the ownership of the lease to Peloria Marinas, LLC. Peloria Bridge Bay LLC (formerly referred to as Peloria Marinas, LLC.) requested additional time as they were in negotiations with the U. S. Forest Service for the Master Lease. The First Amendment to the Real Property Lease Agreement with Peloria Marina, LLC dba Bridge Bay at Shasta Lake; reflects the recorded transfer of ownership to Peloria Marina, LLC.; and amended subsection 3.1 entitled Rent to reflect the monthly rent to be paid by the County for the period January 1, 2018 to June 30, 2018.

Peloria Bridge Bay LLC continues in negotiations with the U.S. Forest Service necessitating this request for an additional six month extension period, for a term to expire December 31, 2018.

ALTERNATIVES

The Board may request changes to the amendment.

OTHER AGENCY INVOLVEMENT

Risk Management has approved this Second Amendment. County Counsel has approved this Second Amendment as to form. The Recommendation has been reviewed by the County Administrative Office.

FINANCING

Appropriations for rents and leases of structures are included in the Sheriff’s Boating Safety 2018-19 fiscal year adjusted budget.

ATTACHMENTS:

Description	Upload Date	Description
Second Amendment to Lease	9/24/2018	Second Amendment to Lease

**SECOND AMENDMENT TO
THE REAL PROPERTY LEASE AGREEMENT BETWEEN
THE COUNTY OF SHASTA and
PELORIA BRIDGE BAY LLC (formerly referred to as
PELORIA MARINAS, LLC. (Bridge Bay Resort)).**

This Second Amendment to Real Property Lease (this “**Second Amendment**”) is entered into between the County of Shasta, a political subdivision of the State of California (“**County**”) and Peloria Bridge Bay LLC, a California limited liability company (“**Lessor**”) doing business as Bridge Bay at Shasta Lake.

RECITALS

WHEREAS, County and Lessor have previously entered into a lease agreement which commenced on January 1, 2013, providing for the lease by County from Lessor of certain premises located at the marina commonly known as Bridge Bay at Shasta Lake (the “**Marina**”), located at 10300 Bridge Bay Road, City of Redding, County of Shasta, State of California (the “**Original Lease**”); and

WHEREAS, the Original Lease was amended on December 5, 2017 to extend the termination date to June 30, 2018 and to reflect the transfer of the ownership of the Marina and the landlord’s interest in the Original Lease to Peloria Bridge Bay LLC; and

WHEREAS, the Original Lease and the First Amendment shall collectively be referred to as the “**Lease**”; and

WHEREAS, County and Lessor desire to amend the Lease in order to extend the termination date to December 31, 2018; and

WHEREAS, County and Lessor desire to reflect the ownership of the Marina by Peloria Bridge Bay LLC which is in turn owned by Peloria Marinas LLC.

In consideration of the mutual covenants in this Second Amendment, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Lessor and County, the parties to this Second Amendment make the following covenants:

NOW, THEREFORE, the Lease is amended as follows:

I. Subsection, 2.1, entitled “Initial Term” of Section 2, entitled, “**TERM AND TERMINATION**” is amended in its entirety to read as follows:

2.1 **Term.** The premises are leased for a term commencing January 1, 2013, and ending December 31, 2018, or such earlier date as this lease may terminate as provided in this agreement, except that if the termination date falls on a Sunday or a holiday, then this lease shall end at 12:00 o'clock noon on the business day next preceding that day.

II. Subsection, 3.1, entitled "Rent" of Section 3, entitled "RENT", is amended in its entirety to read as follows:

3.1 **Rent.** The monthly rent to be paid by County shall be as follows:

Initial Term:

1/1/13 – 12/31/13	\$2,138.55
1/1/14 – 12/31/14	\$2,202.70
1/1/15 – 12/31/18	\$2,268.79

III. Peloria Bridge Bay LLC, separately and as owned by Peloria Marinas LLC, hereby agree to be bound to the terms and conditions of the Lease, as amended, and agrees to accept all the rights, duties, and obligations set forth in the Lease, as amended.

IV. **REAFFIRMATION**

In all other respects, the Lease, remains in full force and effect and Lessor agrees to be bound to the benefits, obligations and terms of the Lease as is fully set forth herein.

V. **ENTIRE AGREEMENT**

The Lease, as amended by this Second Amendment, constitutes the entire understanding between County and Lessor.

VI. **EFFECTIVE DATE**

Unless otherwise provided, this Second Amendment shall be deemed effective July 1, 2018.

SIGNATURE PAGE FOLLOWS

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

COUNTY OF SHASTA

Date

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

ATTEST:

LAWRENCE G. LEES
Clerk of the Board of Supervisors

By: _____
Deputy

Approved as to form:

RISK MANAGEMENT APPROVAL

RUBIN E. CRUSE, JR.
County Counsel

By: _____
James R. Ross
Assistant County Counsel

By: _____
James Johnson
Risk Management Analyst III

LESSOR

PELORIA BRIDGE BAY LLC,
a California limited liability company

Date: 9/8/18

By: _____
Howard Weinberg
Manager

REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS

BOARD MEETING DATE: October 2, 2018

CATEGORY: Consent - Public Works-14.

SUBJECT:

Benson Drive at Spring Creek Bridge – Notice of Completion

DEPARTMENT: Public Works

Supervisory District No. : 2

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

STAFF REPORT APPROVED BY: Pat Minturn, Public Works Director

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

RECOMMENDATION

Approve and authorize the Public Works Director to sign a Notice of Completion for the “Benson Drive at Spring Creek Bridge Deck Replacement Project,” Contract No. 704015, and record it within 15 days of actual completion of the work.

SUMMARY

The Benson Drive at Spring Creek Bridge Deck Replacement Project is complete.

DISCUSSION

The Benson Drive at Spring Creek Bridge consisted of a wooden deck on concrete abutments. On July 23, 2018, the Carr Fire destroyed the deck. Several homes beyond the bridge burned and have since been inaccessible. The County solicited bids to construct a concrete deck on the existing abutments. Three bids were received and the low bidder was RTA Construction with a bid of \$38,000. On August 15, 2018, RTA Construction, Inc. was awarded the construction contract. The bridge is complete and has been opened to traffic. The OES Cleanup crews have been notified.

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 County Executive Officer signed the small public works contract. The County Administrative Office has reviewed the recommendation.

FINANCING

The total cost of this project is approximately \$60,000. Project costs will be submitted for reimbursement through FEMA Emergency Opening funding. Adequate funds are included in the Adopted FY 18/19 Road Fund budget. There is no General Fund impact.

REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS

BOARD MEETING DATE: October 2, 2018

CATEGORY: Consent - Public Works-15.

SUBJECT:

Guardrail Repair (Off-System Roadways) – Permission to Advertise

DEPARTMENT: Public Works

Supervisory District No. : 2

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

STAFF REPORT APPROVED BY: Pat Minturn, Public Works Director

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

RECOMMENDATION

Take the following actions regarding the “Guardrail Repair (Off-System Roadways) Project,” Contract No. 704010 OFF-SYS: (1) Adopt a California Environmental Quality Act (CEQA) determination of a Statutory Exemption, Section 15269 “Emergency Project”; (2) approve plans and specifications and direct the Public Works Director to advertise for the bids; and (3) authorize the opening of bids on or after October 26, 2018, at 11 a.m.

SUMMARY

Guardrail repair projects have been designed and are ready to begin the bidding process.

DISCUSSION

Several miles of guardrail were damaged by the Carr Fire. Most of the repair cost is eligible for disaster funding. Reimbursement rules and rates vary depending upon the roadway classification (On-System or Off-System). Repairs have been separated into separate contracts for the two respective classifications.

ALTERNATIVES

The Board may decline to initiate the work at this time. The damaged guardrail would not be repaired.

OTHER AGENCY INVOLVEMENT

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

FINANCING

The total project cost estimate is \$520,000. FEMA funds will cover 75% and state funds will cover 18.75%. Adequate funds

have been included in the Adopted FY 2018/19 Road Fund budget. There is no General Fund Impact.

REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS

BOARD MEETING DATE: October 2, 2018

CATEGORY: Consent - Public Works-16.

SUBJECT:

Guardrail Repair (On-System Roadways) – Permission to Advertise

DEPARTMENT: Public Works

Supervisory District No. : 2

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

STAFF REPORT APPROVED BY: Pat Minturn, Public Works Director

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

RECOMMENDATION

Take the following actions regarding the “Guardrail Repair (On-System Roadways) Project,” Contract No. 704010 ON-SYS: (1) Adopt a California Environmental Quality Act (CEQA) determination of a Statutory Exemption, Section 15269 “Emergency Project”; (2) approve plans and specifications and direct the Public Works Director to advertise for the bids; and (3) authorize the opening of bids on or after October 26, 2018, at 11 a.m.

SUMMARY

Guardrail repair projects have been designed and are ready to begin the bidding process.

DISCUSSION

Several miles of guardrail were damaged by the Carr Fire. Most of the repair cost is eligible for disaster funding. Reimbursement rules and rates vary depending upon the roadway classification (On-System or Off-System). Repairs have been separated into separate contracts for the two respective classifications.

ALTERNATIVES

The Board may decline to initiate the work at this time. Damaged guardrail would not be repaired.

OTHER AGENCY INVOLVEMENT

Caltrans oversees the project funding for On-System Roadways. County Counsel has approved the specifications as to form. Risk Management has reviewed and approved the specifications. The recommendation has been reviewed by the County Administrative Office.

FINANCING

The total project cost estimate is \$591,000. FHWA ER funding will cover 80-90%. Adequate funds have been included in the Adopted FY 2018/19 Road Fund budget. There is no General Fund Impact.

REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS

BOARD MEETING DATE: October 2, 2018

CATEGORY: Consent - Public Works-17.

SUBJECT:

Soda Creek Road at Soda Creek Bridge Replacement Project – Right of Way

DEPARTMENT: Public Works

Supervisory District No. : 4

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

STAFF REPORT APPROVED BY: Pat Minturn, Public Works Director

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

RECOMMENDATION

Take the following actions regarding the “Soda Creek Road at Soda Creek Bridge Replacement Project,” Contract No. 705928: (1) Approve and authorize the Chairman to sign a Right of Way Contract with Shasta Cascade Timberlands LLC (0.19 acres at \$1,900) and a Temporary Construction Easement (0.39 acres at \$150); and (2) accept an Easement Deed conveying the project right-of-way parcel.

SUMMARY

Right-of-way acquisition is proposed to replace the Soda Creek Road at Soda Creek Bridge.

DISCUSSION

The County is preparing to replace the Soda Creek Road at Soda Creek Bridge. The existing steel truss will be replaced with a concrete box girder. The existing bridge will remain in service during construction. On January 24, 2017, the Board adopted a California Environmental Quality Act (CEQA) determination of a Mitigated Negative Declaration (MND). The project requires the acquisition of one permanent right-of-way parcel and a Temporary Construction Easement. Agreement has been reached with the property owner.

ALTERNATIVES

The Board may decline to acquire the right-of-way. The right-of-way is necessary to construct the project.

OTHER AGENCY INVOLVEMENT

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

FINANCING

The total project cost estimate is \$1,775,000. Federal funds will cover 100%. Adequate funds have been included in the 2018/19 Road Fund budget. There is no General Fund impact.

ATTACHMENTS:

Description	Upload Date	Description
Right of Way Contract	9/21/2018	Right of Way Contract
Easement Deed	9/21/2018	Easement Deed

**COUNTY OF SHASTA
STATE OF CALIFORNIA**

RIGHT OF WAY CONTRACT

SHASTA CASCADE TIMBERLANDS LLC

**APN 014-040-007
SODA CREEK ROAD AT SODA CREEK
BRIDGE REPLACEMENT PROJECT**

This contract is entered into by and between the County of Shasta, hereinafter known as (the "County"), and Shasta Cascade Timberlands LLC, a Delaware Limited Liability Company, hereinafter known as (the "Grantor").

1. Grantor grants to County a property interest, in the form of Exhibit "1" (the "Deed") attached hereto and incorporated herein, conveying the property interest described in the Deed and Exhibits "A" and "B" attached thereto (the "Property"). The Deed has been executed by Grantor and delivered to County.
2. Grantor grants to County a temporary construction easement as shown on Exhibit "2", attached hereto and made a part hereof (the "TCE"). Consideration for the TCE is included in the amount payable under section 4. of this contract. County may commence use of the TCE no less than one week following mailing of notification to Grantor by first class mail of County's intention to begin construction of the Soda Creek Road at Soda Creek Bridge Replacement Project (the "Project") and terminating upon the earlier of the recordation of the Notice of Completion for the Project, or eighteen months from the date of the notification mailed to Grantor. Prior to its termination, the area of the TCE shall be returned to a condition substantially similar to its condition as existed prior to the use exercised by the County, its contractor, and employees during bridge construction. Upon termination of the TCE, County and its agents and assigns, shall be relieved of any further maintenance responsibility and liability regarding the TCE.
3. The parties have herein set forth the whole of their agreement, the performance of which constitutes the entire consideration for the conveyance of the Property and shall relieve County of all further obligations or claims relating to the location or construction of the proposed public improvement, which is described as replacing the bridge on Soda Creek Road across Soda Creek in accordance with the project specifications as shown on the Soda Creek Road at Soda Creek Bridge Replacement Plan – Contract No. 705928, on file in the Shasta County Surveyor's Office (the "Specifications").
4. County shall:
 - A. For the property interest described in Section 1. above, compensate Grantor in the amount of \$1,900.00. For the TCE described in section 2. above, compensate Grantor in the amount of \$150.00, for eighteen months commencing upon use of the TCE as provided for in section 2. above. The compensation provided pursuant to this subsection shall be paid into Escrow No. P-253877 at Placer Title Company located at 2145 Larkspur Lane, Suite A, Redding, CA 96002 for payment to Grantor. If escrow is not closed and transfer of title is not complete within 180 days of execution of this contract by both parties, the compensation described in this subsection and the Deed shall be disbursed by Placer Title Company to County upon written request by County. If County requests that the compensation provided for in this contract and the Deed be disbursed to

it, County shall pay the compensation described in this subsection directly to Grantor within sixty days of County's receipt of the compensation.

- B. The compensation provided for in this section shall be paid after title to the Property is transferred to County free and clear of all liens, encumbrances, taxes, assessments, easements, and leases (recorded or unrecorded) except:
- (1) Taxes for the fiscal year shall be cleared and paid in the manner required by Revenue and Taxation Code Section 5086;
 - (2) Covenants, conditions, restrictions and reservations of record contained in the above referenced conveyance, if any;
 - (3) Easements or rights of way over the Property for public or quasi-public utility or public street purposes, if any.
- C. Pay all escrow and recording fees incurred in this transaction.
5. Any amount necessary to satisfy any due and payable taxes and any delinquent taxes due in any fiscal year except the fiscal year in which title to the Property is transferred to County, together with penalties and interest thereon, and any delinquent or non-delinquent assessments, and any bonds except those which title is to be taken subject to or in accordance with the terms of this contract, may be deducted from the compensation provided in Section 3.
 6. Grantor warrants that there are no oral and/or written leases on any portion of the Property exceeding a period of one month.
 7. The right of possession and use of the Property shall commence upon transfer of title to County. Transfer of title is defined as the date in which the Board of Supervisors accepts the Deed conveying the interest in the Property to the County, and compensation paid into escrow account listed in Section 4. of this contract.
 8. To the fullest extent permitted by law, Grantor shall defend, hold harmless, and indemnify Shasta 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 Shasta County Counsel and counsel retained by County, expert fees, litigation costs, and investigation costs), damages, judgments, or decrees by reason of any person's or persons' bodily injury, including death, or property (including property of County) being damaged by the negligent acts, willful acts, or errors or omissions of Grantor or any of Grantor's subcontractors, any person employed under Grantor, or under any subcontractor, or in any capacity during the progress of the work , except when the injury or loss is caused by the sole negligence or intentional wrongdoing of County. This provision shall survive the termination, expiration, or cancellation of this agreement.

To the fullest extent permitted by law, County shall defend, hold harmless, and indemnify Grantor, 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 Grantor, expert fees, litigation costs, and investigation costs), damages, judgments, or decrees by reason of any person's or persons' bodily injury, including death, or property (including property of Grantor) being damaged by the negligent acts, willful acts, or errors or omissions of County or any of County's subcontractors, any person employed under County, or under any subcontractor, or in

any capacity during the progress of the work, except when the injury or loss is caused by the sole negligence or intentional wrongdoing of Grantor. This provision shall survive the termination, expiration, or cancellation of this agreement.

9. At no expense to Grantor, and at the time of construction of the project, as additional compensation for the property interest described in section 1. above, County shall, in accordance with the Specifications, remove trees and vegetation from the Property as described in the Specifications. County recognizes there is merchantable timber within the easement area. Grantor will provide oversight of County's contractor during tree removal, prior to start of contract. Grantor will arrange transport of all merchantable timber off of project site. Grantor reserves the right to remove said timber at any time prior to start of construction of said Project.
10. This contract supersedes all previous agreements between Grantor and County regarding the Property and constitutes the entire understanding of the parties hereto. There are no agreements, representations, or warranties, express or implied, not specified in this contract.
11. Grantor represents and warrants that Grantor has not engaged nor dealt with any agent, broker, or finder in connection with the sale contemplated by this contract. Grantor shall pay, and shall hold the County harmless from and against, any commission or finder's fee payable to any other person (or legal entity which) who represents or claims to represent the Grantor.
12. This agreement shall inure to the benefit of, and shall be binding upon the assigns, successors in interest, personal representatives, estates, and heirs of the respective parties hereto.
13. The terms of this contract shall not be waived, altered, modified, supplemented or amended in any manner whatsoever except by written agreement signed by the parties.

SIGNATURE PAGE FOLLOWS

NO OBLIGATION, OTHER THAN THOSE SET FORTH HEREIN, WILL BE RECOGNIZED.

IN WITNESS WHEREOF, County and grantor 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.

APPROVED:

GRANTOR

SHASTA CASCADE TIMBERLANDS LLC, A
DELAWARE LIMITED LIABILITY COMPANY

By 
James Buller

Date 11 Sept 2018

By 

Date 11 Sept 2018

APPROVED:

County of Shasta

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

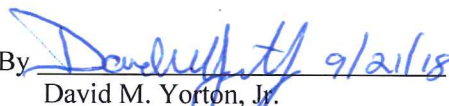
Date _____

ATTEST:

LAWRENCE G. LEES
Clerk of the Board of Supervisors


APPROVED AS TO FORM:
RUBIN E. CRUSE, JR.
County Counsel

By _____
Deputy

By  9/21/18
David M. Yorton, Jr.
Senior Deputy County Counsel

RECOMMENDED FOR APPROVAL:

RISK MANAGEMENT APPROVAL

By 
PATRICK J. MINTURN, Director
Department of Public Works

By  09/18/18
James Johnson
Risk Management Analyst III

EXHIBIT "1"

RECORDING REQUESTED BY
PATRICK J. MINTURN
RETURN TO:
SHASTA COUNTY DEPARTMENT
OF PUBLIC WORKS
1855 PLACER STREET
REDDING, CA 96001

NO FEE - COUNTY BUSINESS
GOVERNMENT CODE §-6103
AP NO. 014-040-007(a portion)
PROJECT: Soda Creek rd. @ Soda Creek Bridge Replacement (Bridge)

DPW NO. 0H011-2016-01


-----Space above this line for Recorder's use only-----
UNINCORPORATED AREA DTT = \$0 - R&T §11922

EASEMENT DEED

IN CONSIDERATION, receipt of which is hereby acknowledged,

SHASTA CASCADE TIMBERLANDS LLC, A DELAWARE LIMITED LIABILITY COMPANY, HEREBY GRANTS to the **COUNTY OF SHASTA**, a political subdivision of the State of California, a permanent easement for public purposes in, upon, over, under, across and along the following described real property situated in the North one-half of Section 6, Township 38 North, Range 3 West, M.D.B. & M., in the unincorporated area of County of Shasta, State of California, more particularly described in **EXHIBITS 'A' and 'B'** attached hereto and made a part hereof.

SHASTA CASCADE TIMBERLANDS LLC,
A DELAWARE LIMITED LIABILITY COMPANY

By 
James Buller

Dated 11 Sept 2018

By 

Dated 11 Sept 2018

EXHIBIT "1"

COUNTY OF SHASTA

STATE OF CALIFORNIA

E A S E M E N T D E E D

**SHASTA CASCADE TIMBERLANDS LLC, A DELAWARE
LIMITED LIABILITY COMPANY**

T O

COUNTY OF SHASTA

(CERTIFICATE OF ACCEPTANCE, GOVERNMENT CODE, SECTION 27281)

THIS IS TO CERTIFY that the interest in real property conveyed by the deed or grant dated _____, from SHASTA CASCADE TIMBERLANDS LLC, A DELAWARE LIMITED LIABILITY COMPANY, to the COUNTY OF SHASTA, State of California, a governmental agency (a political subdivision of the State of California) is hereby accepted by order of the Board of Supervisors on _____, and the grantee hereby consents to the recordation thereof by its duly authorized officer.

IN WITNESS WHEREOF, I have hereunto set my hand this _____ day of _____, 2018.

LAWRENCE G. LEES
Clerk of the Board of Supervisors

By _____
Deputy

Legal Description- Shasta Cascade Timberlands LLC
Soda Creek Road @ Soda Creek Bridge Replacement Project

EXHIBIT "A"

All that portion of real property situated in the North one-half of Section 6, Township 38 North, Range 3 West, M.D.B.& M., in the unincorporated area of County of Shasta, State of California, as conveyed to Shasta Cascade Timberlands, LLC, , by deed recorded January 22, 2018, in Official Records Document 2018-0001465, Shasta County Records, described as follows:

A strip of land, 70 feet in width, lying 35.00 feet on each side of the centerline of construction for Soda Creek Road as shown on that certain Record of Survey for Soda Creek Road at Soda Creek Bridge, filed March 1, 2013 in Book 58 of Land Surveys at Page 123, Shasta County Records. Said Strip commencing at Engineer's Station "S" 9+08.97 and terminating at a point lying North 54°26'35" East a distance of 60.51 feet from Engineer's Station 'S' 13+89.49 as shown on said Record of Survey. Together with an irregularly shaped parcel of land, coincident with said strip, lying northerly of the following line:

Commencing at a point lying on the southerly boundary of said strip, said point lying 35.00 feet right of Engineer's Station "S" 10+47.87 as shown on said Record of Survey; **THENCE** South 75°36'22" East a distance of 39.16 feet to a point lying 62.72 feet right of Engineer's Station "S" 10 +75.54; **THENCE** North 59°20'12" East a distance of 34.29 feet to a point lying 62.72 feet right of Engineer's Station "S" 11+09.83; **THENCE** North 28°24'33" East a distance of 53.93 feet to a point lying on said southerly boundary of said strip, said point lying 35.00 feet right of Engineer's Station "S" 11+56.09

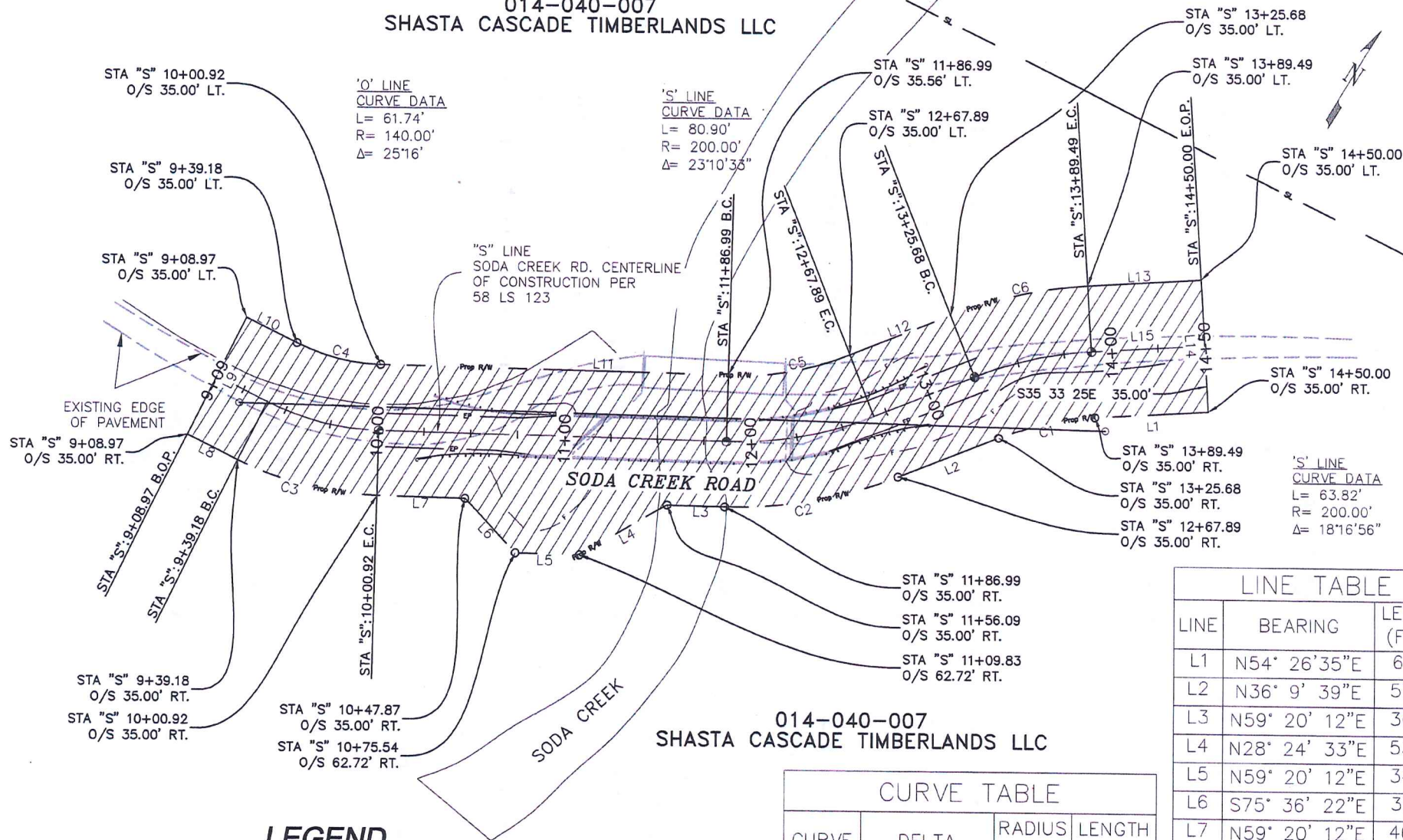
Being a portion of APN 014-040-007



EXHIBIT "B"

SCALE 1"=75'

014-040-007
SHASTA CASCADE TIMBERLANDS LLC



014-040-007
SHASTA CASCADE TIMBERLANDS LLC

CURVE	DELTA	RADIUS (FEET)	LENGTH (FEET)
C1	18°16'56"	165.00	52.65
C2	23°10'33"	235.00	95.06
C3	25°16'00"	175.00	77.17
C4	25°16'00"	105.00	46.30
C5	23°10'33"	165.00	66.74
C6	18°16'56"	235.00	74.98

LINE	BEARING	LENGTH (FEET)
L1	N54° 26' 35"E	60.51
L2	N36° 9' 39"E	57.79
L3	N59° 20' 12"E	30.89
L4	N28° 24' 33"E	53.93
L5	N59° 20' 12"E	34.29
L6	S75° 36' 22"E	39.16
L7	N59° 20' 12"E	46.95
L8	N84° 36' 13"E	30.21
L9	N5° 23' 47"W	80.00
L10	N84° 36' 13"E	30.21
L11	N59° 20' 12"E	186.07
L12	N36° 9' 39"E	57.79
L13	N54° 26' 35"E	60.51
L14	S35° 33' 25"E	70.00
L15	N54° 26' 35"E	60.51



EXHIBIT "2"

SCALE 1"=75'

014-040-007
SHASTA CASCADE TIMBERLANDS LLC

'O' LINE
CURVE DATA
L= 61.74'
R= 140.00'
Δ= 25°16'

'S' LINE
CURVE DATA
L= 80.90'
R= 200.00'
Δ= 23°10'33"

"S" LINE
SODA CREEK RD. CENTERLINE
OF CONSTRUCTION PER
58 LS 123

EXISTING EDGE
OF PAVEMENT

N59° 47' 29"E 150.13'
STA "S" 11+34.68
O/S 63.76' LT.

N31° 32' 26"E 61.68'
STA "S" 10+80.12
O/S 35.00' LT.

STA "S" 13+04.23
O/S 35.00' LT.

STA "S" 13+25.68 B.C.
STA "S" 12+07.89 E.C.

STA "S" 13+89.49 E.C.

STA "S" 14+50.00 E.O.P.

N28° 32' 31"W 61.02'

STA "S" 14+39.37
O/S 96.40' RT.

L=50.27
R=69.08
Δ=41°41'29"

STA "S" 13+98.07
O/S 123.07' RT.

N54° 51' 12"E 84.21'

STA "S" 12+81.46
O/S 102.85' RT.

'S' LINE
CURVE DATA
L= 63.82'
R= 200.00'
Δ= 18°16'56"

014-040-007
SHASTA CASCADE TIMBERLANDS LLC

LEGEND

- STANDARD 2" SHASTA COUNTY CENTERLINE MONUMENT
STAMPED "SHASTA COUNTY SURVEYOR LS 8055".
- 2" DIAMETER BRASS DISK SET IN CONCRETE BRIDGE DECK
STAMPED "SHASTA COUNTY SURVEYOR LS 8055".
- CALCULATED POSITION, NOTHING FOUND OR SET.



TEMPORARY CONSTRUCTION EASEMENT



CURVE TABLE

CURVE	DELTA	RADIUS (FEET)	LENGTH (FEET)
C1	25°16'00"	175.00	77.17
C2	23°10'33"	235.00	95.06
C3	18°16'56"	165.00	52.65

LINE TABLE

LINE	BEARING	LENGTH (FEET)
L1	N84° 36'13"E	30.21
L2	N59° 20' 12"E	46.25
L3	N75° 36' 22"E	39.16
L4	N59° 20' 12"E	34.29
L5	N28° 24' 33"E	53.93
L6	N59° 20' 12"E	30.89
L7	N36° 09' 39"E	57.79
L8	N54° 26' 35"E	60.51

RECORDING REQUESTED BY
PATRICK J. MINTURN
RETURN TO:
SHASTA COUNTY DEPARTMENT
OF PUBLIC WORKS
1855 PLACER STREET
REDDING, CA 96001

NO FEE - COUNTY BUSINESS
GOVERNMENT CODE §-6103
AP NO. 014-040-007(a portion)
PROJECT: Soda Creek rd. @ Soda Creek Bridge Replacement (Bridge)

DPW NO. 0H011-2016-01

-----Space above this line for Recorder's use only-----
UNINCORPORATED AREA DTT = \$0 - R&T §11922

EASEMENT DEED

IN CONSIDERATION, receipt of which is hereby acknowledged,

SHASTA CASCADE TIMBERLANDS LLC, A DELAWARE LIMITED LIABILITY COMPANY, HEREBY GRANTS to the **COUNTY OF SHASTA**, a political subdivision of the State of California, a permanent easement for public purposes in, upon, over, under, across and along the following described real property situated in the North one-half of Section 6, Township 38 North, Range 3 West, M.D.B.& M., in the unincorporated area of County of Shasta, State of California, more particularly described in **EXHIBITS 'A' and 'B'** attached hereto and made a part hereof.

SHASTA CASCADE TIMBERLANDS LLC,
A DELAWARE LIMITED LIABILITY COMPANY

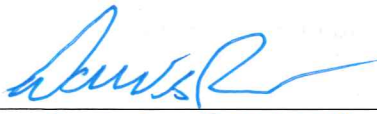
By


James Bollen

Dated

11th Sept 2018

By


DAVID BRAND

Dated

11th Sept 2018

COUNTY OF SHASTA

STATE OF CALIFORNIA

EASEMENT DEED

**SHASTA CASCADE TIMBERLANDS LLC, A DELAWARE
LIMITED LIABILITY COMPANY**

TO

COUNTY OF SHASTA

(CERTIFICATE OF ACCEPTANCE, GOVERNMENT CODE, SECTION 27281)

THIS IS TO CERTIFY that the interest in real property conveyed by the deed or grant dated _____, from SHASTA CASCADE TIMBERLANDS LLC, A DELAWARE LIMITED LIABILITY COMPANY, to the COUNTY OF SHASTA, State of California, a governmental agency (a political subdivision of the State of California) is hereby accepted by order of the Board of Supervisors on _____, and the grantee hereby consents to the recordation thereof by its duly authorized officer.

IN WITNESS WHEREOF, I have hereunto set my hand this ____ day of _____, 2018.

LAWRENCE G. LEES
Clerk of the Board of Supervisors

By _____
Deputy

Legal Description- Shasta Cascade Timberlands LLC
Soda Creek Road @ Soda Creek Bridge Replacement Project

EXHIBIT "A"

All that portion of real property situated in the North one-half of Section 6, Township 38 North, Range 3 West, M.D.B.& M., in the unincorporated area of County of Shasta, State of California, as conveyed to Shasta Cascade Timberlands, LLC, , by deed recorded January 22, 2018, in Official Records Document 2018-0001465, Shasta County Records, described as follows:

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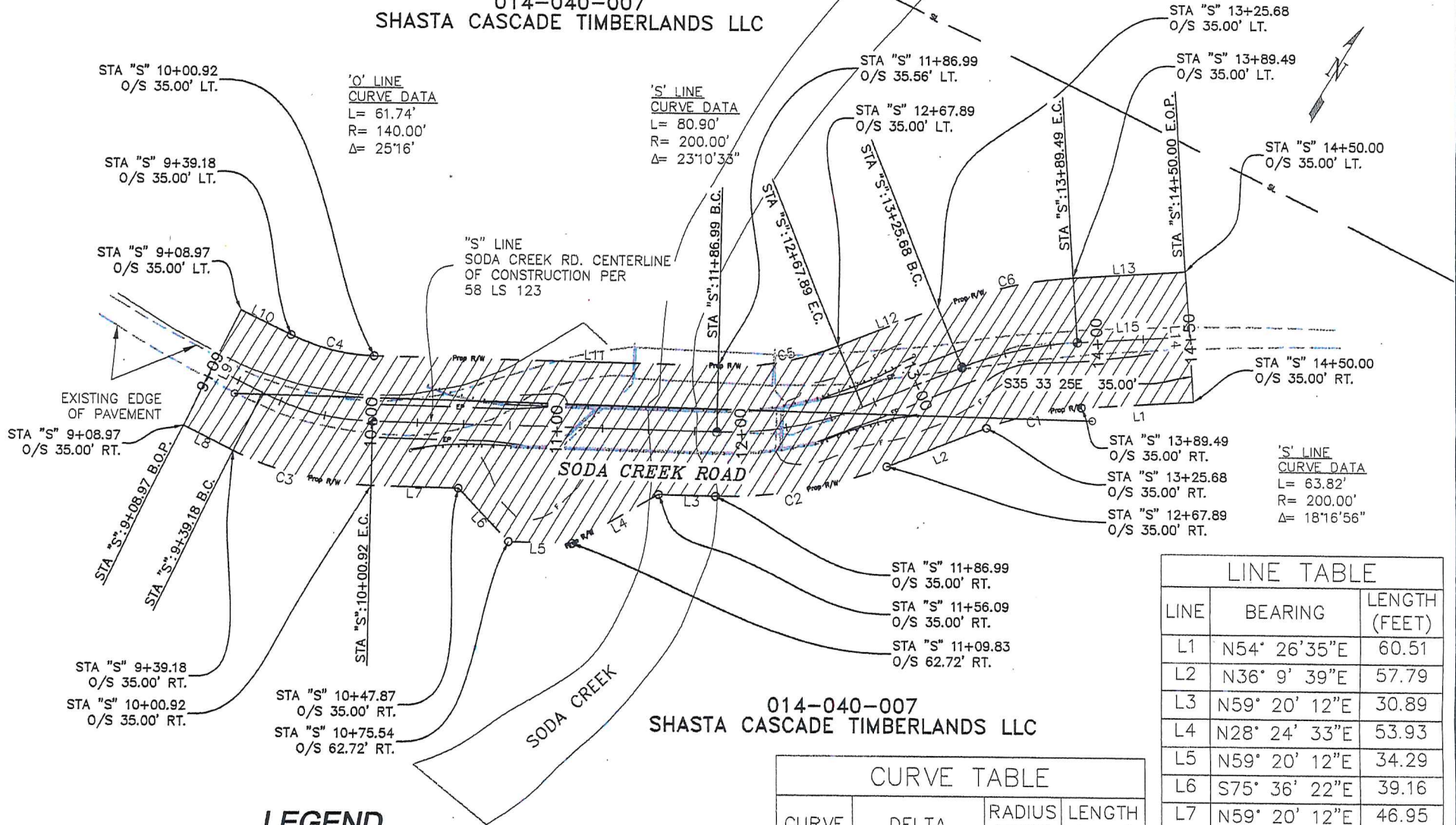
Being a portion of APN 014-040-007



EXHIBIT "B"

SCALE 1"=75'

014-040-007
SHASTA CASCADE TIMBERLANDS LLC



LEGEND

- STANDARD 2" SHASTA COUNTY CENTERLINE MONUMENT STAMPED "SHASTA COUNTY SURVEYOR LS 8055".
- 2" DIAMETER BRASS DISK SET IN CONCRETE BRIDGE DECK STAMPED "SHASTA COUNTY SURVEYOR LS 8055".
- CALCULATED POSITION, NOTHING FOUND OR SET.



ROAD RIGHT OF WAY ACQUISITION AREA.

014-040-007
SHASTA CASCADE TIMBERLANDS LLC

CURVE TABLE

CURVE	DELTA	RADIUS (FEET)	LENGTH (FEET)
C1	18°16'56"	165.00	52.65
C2	23°10'33"	235.00	95.06
C3	25°16'00"	175.00	77.17
C4	25°16'00"	105.00	46.30
C5	23°10'33"	165.00	66.74
C6	18°16'56"	235.00	74.98

LINE TABLE

LINE	BEARING	LENGTH (FEET)
L1	N54° 26' 35"E	60.51
L2	N36° 9' 39"E	57.79
L3	N59° 20' 12"E	30.89
L4	N28° 24' 33"E	53.93
L5	N59° 20' 12"E	34.29
L6	S75° 36' 22"E	39.16
L7	N59° 20' 12"E	46.95
L8	N84° 36' 13"E	30.21
L9	N5° 23' 47"W	80.00
L10	N84° 36' 13"E	30.21
L11	N59° 20' 12"E	186.07
L12	N36° 9' 39"E	57.79
L13	N54° 26' 35"E	60.51
L14	S35° 33' 25"E	70.00
L15	N54° 26' 35"E	60.51

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**CIVIL CODE § 1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)

County of SAN FRANCISCO)On SEPTEMBER 11TH, 2018 before me, ODD SAPPRASERT O'BRIEN, NOTARY PUBLIC,
Date Here Insert Name and Title of the Officerpersonally appeared JAMES BULLEN AND DAVID BRAND
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature

Odd Sapprasert O'Brien
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____

Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

☐ Corporate Officer — Title(s): _____☐ Partner — ☐ Limited ☐ General☐ Individual ☐ Attorney in Fact☐ Trustee ☐ Guardian or Conservator☐ Other: _____

Signer Is Representing: _____

Signer's Name: _____

☐ Corporate Officer — Title(s): _____☐ Partner — ☐ Limited ☐ General☐ Individual ☐ Attorney in Fact☐ Trustee ☐ Guardian or Conservator☐ Other: _____

Signer Is Representing: _____

REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS

BOARD MEETING DATE: October 2, 2018

CATEGORY: Consent - Public Works-18.

SUBJECT:

Sonora Trail PRD Annexation

DEPARTMENT: Public Works

Supervisory District No. : 3, 4

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

STAFF REPORT APPROVED BY: Pat Minturn, Public Works Director

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

RECOMMENDATION

Take the following actions for the Sonora Trail Permanent Road Division (PRD) (Bella Vista area): (1) Receive the Petition for Addition of a Parcel to the Sonora Trail Permanent Road Division; (2) receive the Consent and Waiver to Assess Annual Parcel Charge; and (3) adopt a resolution amending the boundary of the PRD.

SUMMARY

A parcel adjacent to the Sonora Trail Permanent Road Division wishes to annex into the division.

DISCUSSION

Sonora Trail is on the south side of State Route 299 between Redding and Bella Vista. In 1988 the Sonora Trail Permanent Road Division (PRD) was formed to maintain the main road and some side roads. The annual parcel charge is \$273 per developed parcel and \$137 per undeveloped parcel.

Parcel Number 078-160-035-000 (Bambino) is located adjacent to the PRD and has frontage on a road within the division. The owner has petitioned the Board to annex into the PRD. The PRD boundary may be amended by adoption of the attached resolution. Should the resolution be adopted the parcel will be included in the annual parcel charge report for the division starting in Fiscal Year 2019-2020.

ALTERNATIVES

The Board may decline to amend the boundary of the PRD. The parcel would not contribute to maintenance.

OTHER AGENCY INVOLVEMENT

County Counsel has approved the petition, waiver, and resolution as to form. The recommendation has been reviewed by the County Administrative Office.

FINANCING

Road maintenance is funded through annual parcel charges. There is no General Fund impact.

ATTACHMENTS:

Description	Upload Date	Description
Petition for Addition & Consent and Waiver	9/17/2018	Petition for Addition & Consent and Waiver
Sonora Trail PRD Map (Exhibit A to Petition)	9/17/2018	Sonora Trail PRD Map (Exhibit A to Petition)
Sonora Trail PRD Annexation Resolution	9/17/2018	Sonora Trail PRD Annexation Resolution
Sonora Trail PRD Annexation Resolution (Exhibit A)	9/17/2018	Sonora Trail PRD Annexation Resolution (Exhibit A)
Sonora Trail PRD Annexation Resolution (Exhibit B)	9/17/2018	Sonora Trail PRD Annexation Resolution (Exhibit B)



**PETITION FOR ADDITION OF A PARCEL
TO THE SONORA TRAIL
PERMANENT ROAD DIVISION**

TO: The Board of Supervisors, County of Shasta, State of California

The undersigned petitioners respectfully petition the above-entitled Board for an amendment to an existing permanent road division pursuant to Article 3, Chapter 4, Division 2, of the Streets and Highway Code of the State of California, and respectfully show the Board:

I.

That the name of the existing division is Sonora Trail Permanent Road Division as established by Resolution No. 88-218 and amended by Resolution No. 2000-165.

II.

That the signatures hereunto affixed represent 100% of the landowners and 100% of the total assessed valuation within the proposed parcel annexation to the Sonora Trail Permanent Road Division as shown on attached Exhibit "A"

III.

That the boundaries of the Sonora Trail Permanent Road Division be amended to include the proposed additional parcel as described and shown in Exhibit "A" attached hereto.

IV.

That the number of acres to be added to the existing division is approximately 5.0 acres.

V.

That the assessed valuation of the added parcel to the existing permanent road division according to the last equalized assessment roll of the County of Shasta, State of California, is as follows: \$ 37,752.00.

VI.

That the value of the improvements on real estate and of the personal property within the proposed division according to the last equalized assessment roll is as follows: \$ 7,890.00.

VII.

That the total assessed value of acreage and improvements within the proposed division according to the last equalized assessment roll is as follows: \$ 45,642.00.

VIII.

That the number of the dwellings within the boundaries of said proposed division, as nearly as can be ascertained, is as follows: 1.

IX.

That the location of the roadways which are desired to be permanently maintained will not change from the original permanent road division, and are shown on the attached map as the following named roads: Sonora Trail, Dillon Lane, Thursday Lane, Clairvaux Drive, Lonita Trail,

Petition for Addition of a Parcel
To the Sonora Trail Permanent Road Division
Page 2

Deacon Trail, Blackfoot Trail, and Russian Drive.

X.

That the annual parcel charge for this permanent road division is \$273 for each developed parcel and \$137 for each undeveloped parcel.

XI.

This petitioner hereby requests that annually, the Board of Supervisors of the County of Shasta levy a fee upon the proposed parcel, as shown in Exhibit "A" in an amount as described above for the permanent maintenance of roads within said division, and that the Board annually appropriate such amount for road maintenance purposes.

XII.

This Petitioner waives any and all entitlement to notice of hearing, a public hearing and the right to protest the assessment as otherwise required by law with respect to the imposition of the annual parcel charge including, but not limited to, any and all rights pursuant to Article XIII C and D of the California Constitution and California Government Code sections 53750 through 53756 as shown on attached Exhibit "A"..

WHEREFORE, petitioner requests that the said Board of Supervisors proceed hereon in the manner prescribed by law for the addition of said parcel to the existing Sonora Trail Permanent Road Division.

PETITION FOR ADDITION OF A PARCEL
TO THE SONORA TRAIL PERAMENANT ROAD DIVISION

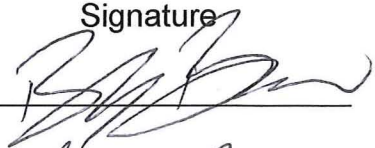

Last Name (Printed)	Signature	Mailing Address	Date
Bambino		11260 Deacon Tr.	9-12-18
Bambino		11260 Deacon Trail Redding 96003	9/12/18

Exhibit A

Addition of a Parcel to the
Sonora Trail Permanent Road Division
County of Shasta

Consent and Waiver to Assess Annual Parcel Charge

The undersigned represents, consents and waives as follows:

1. I am an owner or an authorized representative of an owner of the parcel of land identified as Assessor's Parcel Number 078-160-035-000, County of Shasta (the "Subject Parcel").
2. The Subject Parcel is identified in the County Surveyor's report (a map) for the "Permanent Road Division, Sonora Trail."
3. I acknowledge that the annual parcel charge per lot will be \$273.00 for each developed parcel, and \$137.00 for each undeveloped parcel to be assessed for the maintenance of Sonora Trail, Dillon Lane, Thursday Lane, Clairvaux Drive, Lonita Trail, Deacon Trail, Blackfoot Trail, and Russian Drive.
4. I hereby waive any and all entitlement to notice of hearing, a public hearing and the right to protest the assessment describe in paragraph 3. above, as otherwise required by law with respect to the imposition of the annual parcel charge including, but not limited to, any and all rights pursuant to Article XIII C and D of the California Constitution and California Government Code sections 53750 through 53756.

Dated: September 12, 2018

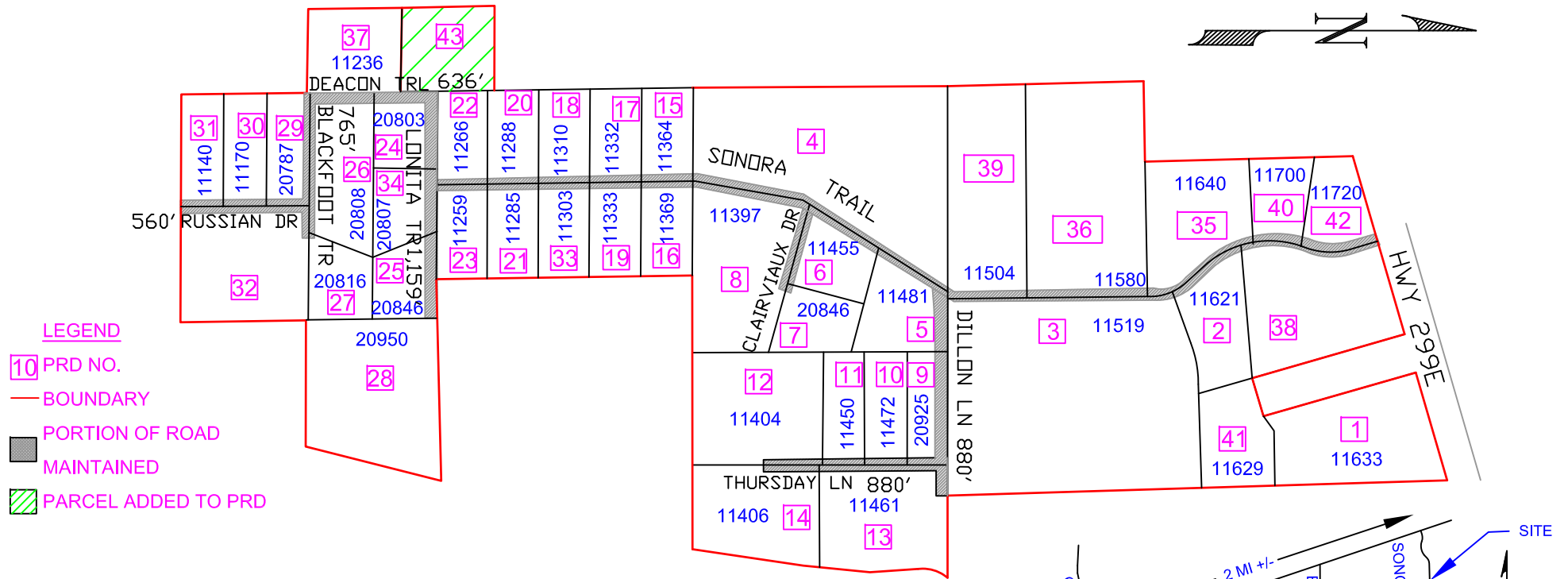


Property Owner's Signature



Print Property Owner's Name

EXHIBIT A



NO.	APN	OWNER
1	079-040-082	HENSLEY ROYCE & HANEY-HENSLEY EMMA
2	079-040-071	REYNOLDS LINDA K
3	079-040-026	PACIFIC CASCADE COMM CORP
4	078-200-028	WHITCHER JERRY G & NAOMI R
5	078-200-030	DEGUZMAN NELSON C & JUNE S
6	078-200-031	BOCKMAN DONALD W & DENISE L
7	078-200-032	FAVOR DAVID C
8	078-200-033	HAMILTON MARK K & SHERYL
9	078-200-036	GODDARD GERALD L & TONI R
10	078-200-037	BROOKSHAW KEITH H
11	078-200-038	HATTOOM LYNDA LEE
12	078-200-039	STATZ PETER A
13	078-200-034	GISSKE DAVID P & TRACY S
14	078-200-046	STATZ PETER A
15	078-190-037	KARJOLA ERIC & SHARON R
16	078-190-042	MILLER NANCY RUTH & FRANKLIN DOROTHY V
17	078-190-038	KOHLBECK SHANE & SARAH E
18	078-190-039	PRICE THOMAS E JR & KIM
19	078-190-040	RUSSELL DONALD E & BETTY J
20	078-190-033	WORRELL BETTY J
21	078-190-034	MINTON BILL G & JON W

NO.	APN	OWNER
22	078-190-035	MCCORMICK RONALD L & ELLEN
23	078-190-036	GILARDI RICHARD & EVELYN
24	078-180-034	AITCHISON AHREN B
25	078-180-024	MELTON KEITH D & DENNIS JUDITH A
26	078-180-026	CARLOW MONTE F & JUANITA F
27	078-180-025	PACK WILLIAM G
28	078-180-019	ATKINSON ROBT E & SUZANNE
29	078-180-030	OBRIEN DORRIS ALLEN & MARTIN W
30	078-180-031	NIXON WILLIAM A & CHERYL A
31	078-180-032	BUSH DAVID L & JUDITH A
32	078-180-033	DOELKER KENNETH H & JOAN E
33	078-190-041	POLK THOMAS E & NANCY L TRUST
34	078-180-035	NIXON WILLIAM L & BETTY A
35	079-040-074	CARTER JAMES & TRACY
36	079-040-080	WILDS WILLIAM E & HEIDI JILL TR
37	078-160-036	BAMBINO THEODORE A & ERIN
38	079-040-072	REYNOLDS MARVIN K & ANNE MARIE
39	079-040-081	POMEROY PATRICK C & LOLITA V
40	079-040-087	FOX DANNY C
41	079-040-083	STALEY JAMES A & KATIE L
42	079-040-086	VEGAS JOSEPH R
43	078-190-035	BAMBINO RICHARD & SHAUNA

PERMANENT ROAD DIVISION

SONORA TRAIL

IN SECTIONS 14 AND 23, T32N, R4W, MDM, IN THE UNINCORPORATED TERRITORY OF SHASTA COUNTY, CALIFORNIA.

DATE: 9-14-18 SCALE: NONE SHEET 1 OF 1

RESOLUTION NO. 2018-

**RESOLUTION OF THE BOARD OF SUPERVISORS
OF THE COUNTY OF SHASTA
AMENDING THE BOUNDARY OF THE SONORA TRAIL
PERMANENT ROAD DIVISION**

WHEREAS, the Sonora Trail Permanent Road Division was originally established by Resolution 88-218 and amended by resolution 2000-165; and

WHEREAS, a petition by the owner of a parcel adjacent to the existing Sonora Trail Permanent Road Division was received by the Board of Supervisors on October 2, 2018, requesting that the boundary of the Sonora Trail Permanent Road division be amended to include this additional parcel; and

WHEREAS, the property owner has executed the Consent and Waiver to Assess Annual Parcel Charge attached hereto as Exhibit A and incorporated herein; and

WHEREAS, the County Surveyor has reported on the correct description of the boundaries of the proposed division by submitting a boundary map attached hereto as Exhibit B.

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors hereby amends the boundary of the existing Sonora Trail Permanent Road Division to include the additional parcel as shown on the attached map pursuant to the provisions of the Streets and Highways Code § 1166.

DULY PASSED AND ADOPTED this 2nd day of October, 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

Exhibit A

Addition of a Parcel to the
Sonora Trail Permanent Road Division
County of Shasta

Consent and Waiver to Assess Annual Parcel Charge

The undersigned represents, consents and waives as follows:

1. I am an owner or an authorized representative of an owner of the parcel of land identified as Assessor's Parcel Number 078-160-035-000, County of Shasta (the "Subject Parcel").
2. The Subject Parcel is identified in the County Surveyor's report (a map) for the "Permanent Road Division, Sonora Trail."
3. I acknowledge that the annual parcel charge per lot will be \$273.00 for each developed parcel, and \$137.00 for each undeveloped parcel to be assessed for the maintenance of Sonora Trail, Dillon Lane, Thursday Lane, Clairvaux Drive, Lonita Trail, Deacon Trail, Blackfoot Trail, and Russian Drive.
4. I hereby waive any and all entitlement to notice of hearing, a public hearing and the right to protest the assessment describe in paragraph 3. above, as otherwise required by law with respect to the imposition of the annual parcel charge including, but not limited to, any and all rights pursuant to Article XIII C and D of the California Constitution and California Government Code sections 53750 through 53756.

Dated: September 12, 2018

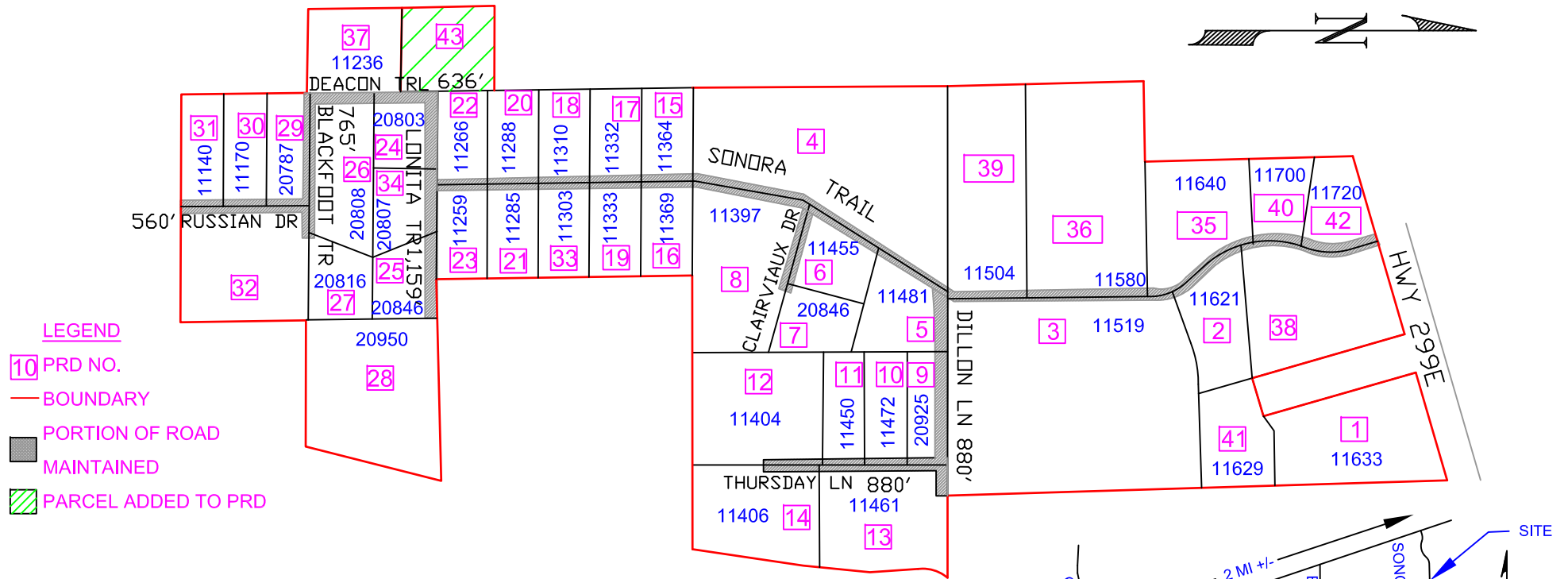


Property Owner's Signature



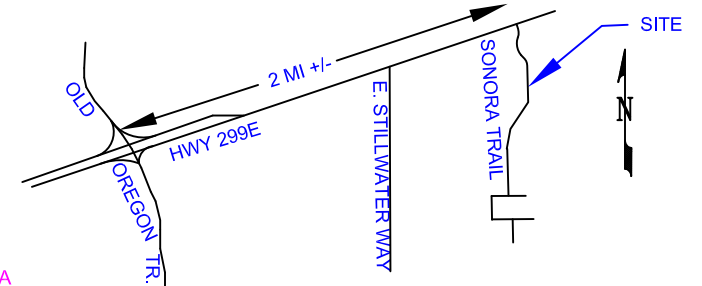
Print Property Owner's Name

EXHIBIT B



NO.	APN	OWNER
1	079-040-082	HENSLEY ROYCE & HANEY-HENSLEY EMMA
2	079-040-071	REYNOLDS LINDA K
3	079-040-026	PACIFIC CASCADE COMM CORP
4	078-200-028	WHITCHER JERRY G & NAOMI R
5	078-200-030	DEGUZMAN NELSON C & JUNE S
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9	078-200-036	GODDARD GERALD L & TONI R
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22	078-190-035	MCCORMICK RONALD L & ELLEN
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VICINITY MAP

PERMANENT ROAD DIVISION

SONORA TRAIL

IN SECTIONS 14 AND 23, T32N, R4W, MDM, IN THE UNINCORPORATED TERRITORY OF SHASTA COUNTY, CALIFORNIA.

DATE: 9-14-18 SCALE: NONE SHEET 1 OF 1

REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS

BOARD MEETING DATE: October 2, 2018

CATEGORY: Consent - Public Works-19.

SUBJECT:

Transit Asset Management Plan Acceptance

DEPARTMENT: Public Works

Supervisory District No. : All

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

STAFF REPORT APPROVED BY: Pat Minturn, Public Works Director

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

RECOMMENDATION

Approve and accept the Transit Asset Management (TAM) Plan prepared by the Redding Area Bus Authority (RABA) and concur with recommendations in the TAM Plan.

SUMMARY

A Transit Asset Management Plan is proposed to comply with federal requirements.

DISCUSSION

Federal regulations (49 CFR part 625) require the adoption of a Transit Asset Management (TAM) Plan. TAM plans shall set forth inventory and maintenance programs for transit assets. The Redding Area Bus Authority (RABA) provides transit service in the Redding area and separately to Burney. RABA's TAM plan encompasses the Burney Express busses as well. Staff recommends that the Board accept the TAM Plan prepared by RABA and concur with recommendations in the TAM Plan.

ALTERNATIVES

The Board may decline to accept the RABA TAM plan. A separate TAM plan would be required or federal funds would be foregone.

OTHER AGENCY INVOLVEMENT

Caltrans oversees County transit operations. RABA prepared the plan with input from Department staff. The recommendation has been reviewed by the County Administrative Office.

FINANCING

Transit funding is derived from dedicated state and federal sources. Adequate resources have been included in the Adopted 2018/19 Transit Budget. There is no General Fund impact.

ATTACHMENTS:

Description	Upload Date	Description
2018 RABA TAM Plan	9/14/2018	2018 RABA TAM Plan

2018 RABA TAM Plan

RABA Accountable Executive

Shasta County Accountable Executive



Chuck Aukland



Al Cathey

Date: 9/12/18

Date: 9/12/18

Redding Area Bus Authority Transit Asset Management Plan

Chuck Aukland, Accountable Executive

Last modified by Melissa Estrada on 13 Sep 18 at 11:31

Introduction

RABA is a joint powers agreement between the City of Redding, the City of Anderson, the City of Shasta Lake, and the County of Shasta. The RABA service area centers on Redding, which is located at the northern end of the Sacramento Valley (approximately 160 miles north of Sacramento). In 2017, Redding had a population of 90,653 people, which represents 50 percent of the population in the county.

All assets listed below are used for RABA services, excluding the "Custom 1--CU (Burney)" revenue vehicles, which are used for Burney Express--a County of Shasta service that is operated by RABA. RABA has coordinated with the County of Shasta regarding the "Custom 1--CU (Burney)" asset class.

Performance Targets & Measures

Asset Category - Performance Measure	Asset Class	2019 Target	2020 Target	2021 Target	2022 Target	2023 Target
REVENUE VEHICLES						
Age - % of revenue vehicles within a particular asset class that have met or exceeded their Useful Life Benchmark (ULB)	AB - Articulated Bus	N/A				
	AO - Automobile	N/A				
	BR - Over-the-road Bus	N/A				
	BU - Bus	1%	1%	1%	1%	1%
	CU - Cutaway Bus	30%	30%	20%	20%	20%
	DB - Double Decked Bus	N/A				
	FB - Ferryboat	N/A				
	MB - Mini-bus	N/A				
	MV - Mini-van	N/A				
	RT - Rubber-tire Vintage Trolley	N/A				
	SB - School Bus	N/A				
	SV - Sport Utility Vehicle	N/A				
	TB - Trolleybus	N/A				
	VN - Van	N/A				
	Custom 1--CU (Burney)	N/A				
	Custom 2	N/A				
	Custom 3	N/A				
EQUIPMENT						
Age - % of vehicles that have met or exceeded their Useful Life Benchmark (ULB)	Non Revenue/Service Automobile	40%	40%	40%	30%	30%
	Steel Wheel Vehicles	N/A				
	Trucks and other Rubber Tire Vehicles	N/A				
	Custom 1--Computers	N/A				
	Custom 2	N/A				
	Custom 3	N/A				
FACILITIES						
Condition - % of facilities with a condition rating below 3.0 on the FTA Transit Economic Requirements Model (TERM) Scale	Administration	N/A				
	Maintenance	1%	1%	1%	1%	1%
	Parking Structures	N/A				
	Passenger Facilities	N/A				
	Custom 1--Intermodal Facility	N/A				
	Custom 2--Solar Parking	N/A				
	Custom 3	N/A				

Target Setting Methodology

For revenue and non-revenue vehicles, the Useful Life Benchmark for State of Good Repair was set based on local experience. (Note: 1% is really 0%. 1% is used otherwise an error appears in the template.)

Capital Asset Inventory

Please see Appendix A (Asset Register) for the asset inventory listing.

Asset Inventory Summary

Asset Category	Total Number	Avg Age	Avg Mileage	Avg Value
Revenue Vehicles	38	6.2	189,008	\$120,752.58
<i>AB - Articulated Bus</i>	0	-	-	-
<i>AO - Automobile</i>	0	-	-	-
<i>BR - Over-the-road Bus</i>	0	-	-	-
<i>BU - Bus</i>	17	5.6	232,160	\$230,305.76
<i>CU - Cutaway Bus</i>	18	6.7	141,230	\$32,383.67
<i>DB - Double Decked Bus</i>	0	-	-	-
<i>FB - Ferryboat</i>	0	-	-	-
<i>MB - Mini-bus</i>	0	-	-	-
<i>MV - Mini-van</i>	0	-	-	-
<i>RT - Rubber-tire Vintage Trolley</i>	0	-	-	-
<i>SB - School Bus</i>	0	-	-	-
<i>SV - Sport Utility Vehicle</i>	0	-	-	-
<i>TB - Trolleybus</i>	0	-	-	-
<i>VN - Van</i>	0	-	-	-
<i>Custom 1--CU (Burney)</i>	0	-	-	-
<i>Custom 2</i>	0	-	-	-
<i>Custom 3</i>	0	-	-	-
Equipment	11	8.9	136,807	\$1,536.73
<i>Non Revenue/Service Automobile</i>	8	9.8	136,807	\$1,990.63
<i>Steel Wheel Vehicles</i>	0	-	-	-
<i>Trucks and other Rubber Tire Vehicles</i>	0	-	-	-
<i>Custom 1--Computers</i>	0	-	-	-
<i>Custom 2</i>	0	-	-	-
<i>Custom 3</i>	0	-	-	-
Facilities	7	9.3	N/A	\$614,146.71
<i>Administration</i>	0	-	N/A	-
<i>Maintenance</i>	3	11.7	N/A	\$857,139.33
<i>Parking Structures</i>	0	-	N/A	-
<i>Passenger Facilities</i>	0	-	N/A	-
<i>Custom 1--Intermodal Facility</i>	0	-	N/A	-
<i>Custom 2--Solar Parking</i>	0	-	N/A	-
<i>Custom 3</i>	0	-	N/A	-

Condition Assessment

Please see Appendix B (Asset Condition Data) for individual asset condition listing.

Asset Condition Summary

Asset Category	Total Number	Avg Age	Avg Mileage	Avg TERM Condition	Avg Value	% At or Past ULB
Revenue Vehicles	38	6.2	189,008	N/A	\$120,752.58	0%
<i>AB - Articulated Bus</i>	0	-	-	N/A	-	-
<i>AO - Automobile</i>	0	-	-	N/A	-	-
<i>BR - Over-the-road Bus</i>	0	-	-	N/A	-	-
<i>BU - Bus</i>	17	5.6	232,160	N/A	\$230,305.76	0%
<i>CU - Cutaway Bus</i>	18	6.7	141,230	N/A	\$32,383.67	0%
<i>DB - Double Decked Bus</i>	0	-	-	N/A	-	-
<i>FB - Ferryboat</i>	0	-	-	N/A	-	-
<i>MB - Mini-bus</i>	0	-	-	N/A	-	-
<i>MV - Mini-van</i>	0	-	-	N/A	-	-
<i>RT - Rubber-tire Vintage Trolley</i>	0	-	-	N/A	-	-
<i>SB - School Bus</i>	0	-	-	N/A	-	-
<i>SV - Sport Utility Vehicle</i>	0	-	-	N/A	-	-
<i>TB - Trolleybus</i>	0	-	-	N/A	-	-
<i>VN - Van</i>	0	-	-	N/A	-	-
<i>Custom 1--CU (Burney)</i>	0	-	-	N/A	-	-
<i>Custom 2</i>	0	-	-	N/A	-	-
<i>Custom 3</i>	0	-	-	N/A	-	-
Equipment	11	8.9	99,496	N/A	\$1,536.73	55%
<i>Non Revenue/Service Automobile</i>	8	9.8	136,807	N/A	\$1,990.63	50%
<i>Steel Wheel Vehicles</i>	0	-	-	N/A	-	-
<i>Trucks and other Rubber Tire Vehicles</i>	0	-	-	N/A	-	-
<i>Custom 1--Computers</i>	0	-	-	N/A	-	-
<i>Custom 2</i>	0	-	-	N/A	-	-
<i>Custom 3</i>	0	-	-	N/A	-	-
Facilities	7	9.3	N/A	4.1	\$614,146.71	N/A
<i>Administration</i>	0	-	N/A	-	-	N/A
<i>Maintenance</i>	3	11.7	N/A	4.0	\$857,139.33	N/A
<i>Parking Structures</i>	0	-	N/A	-	-	N/A
<i>Passenger Facilities</i>	0	-	N/A	-	-	N/A
<i>Custom 1--Intermodal Facility</i>	0	-	N/A	-	-	N/A
<i>Custom 2--Solar Parking</i>	0	-	N/A	-	-	N/A
<i>Custom 3</i>	0	-	N/A	-	-	N/A

Decision Support

Investment Prioritization

Every 2 weeks, RABA meets with the operations and maintenance contractor to assess RABA-owned assets/inventory. RABA staff prioritizes needs (e.g., reviewing Fleet Summary Spreadsheet) and returns the list of priorities to the RABA Executive Director.

Decision Support Tools

The following tools are used in making investment decisions:

Process/Tool	Brief Description
Fleet Management Spreadsheet	Spreadsheet to manage the fleet (e.g., condition, spare ratio, and useful life).
Facility Maintenance Plan	Plan to manage facilities.

Investment Prioritization

The list of prioritized investment projects is provided in Appendix C.

Appendices

[Appendix A](#)

[Appendix B1](#)

[Appendix B2](#)

[Appendix B3](#)

[Appendix C](#)

[Appendix D](#)

Asset Register

Revenue Vehicle (Rolling Stock) Condition Data

Equipment Condition Data

Facilities Condition Data

Proposed Investment Project List

Fleet Replacement Module Output

Appendix A: Asset Register

Asset Category	Asset Class	Asset Name	Make	Model	Count	ID/Serial No.	Asset Owner	Acquisition Year	Vehicle Mileage	Replacement Cost/Value
Equipment	Custom 1	Computer/UPS Back Up	Dell		1			2016		\$778.00
Equipment	Custom 1	Server	Gateway		1			2007		\$199.00
Equipment	Custom 1	Server	Dell		1			2011		\$2.00
Equipment	Non Revenue/Service Automobile	Vehicle #14--Service Truck	Chevrolet	Silverado	1	1GBJC34UXE1521844	RABA	2007	74,217	
Equipment	Non Revenue/Service Automobile	Vehicle #2049--Planner	Pontiac	Grand Prix	1	2WP552971192843	RABA	2007	23,571	
Equipment	Non Revenue/Service Automobile	Vehicle #246--Maint Van	Chevrolet	GMT 600	1	1GBJG31U861258843	RABA	2007	167,061	\$1.00
Equipment	Non Revenue/Service Automobile	Vehicle #35--Training Bus	Gillig	C20B102N4	1	15GCB2013X1089538	RABA	1999	647,692	
Equipment	Non Revenue/Service Automobile	Vehicle #505	Chevrolet	Aveo	1	1KL1TD56E19B680808	RABA	2009	82,423	\$2.00
Equipment	Non Revenue/Service Automobile	Vehicle #506--Courtesy Van	Chevrolet	Express	1	1GNFG154191168834	RABA	2009	53,931	\$2.00
Equipment	Non Revenue/Service Automobile	Vehicle #507--Supervisor	Ford	Fusion	1	3FA6POUU6ER300626	RABA	2014	19,888	\$7,960.00
Equipment	Non Revenue/Service Automobile	Vehicle #508--Supervisor	Ford	Fusion	1	3FA6POUU4ER300625	RABA	2014	25,675	\$7,960.00
Facilities	Custom 1	Intermodal Facility			1			1996		\$941,021.00
Facilities	Custom 1	Intermodal Facility (Expansion)			1			2015		\$689,294.00
Facilities	Custom 2	Solar Parking			1			2015		\$66,721.00
Facilities	Custom 2	Solar Parking			1			2016		\$30,573.00
Facilities	Maintenance	Maintenance Facility			1			2001		\$1,012,896.00
Facilities	Maintenance	Maintenance Facility (Expansion)			1			2009		\$223,750.00
Facilities	Maintenance	Maintenance Facility (Expansion)			1			2009		\$1,334,772.00
RevenueVehicles	BU - Bus	Vehicle #47	Gillig	C20B102N4	1	15GCB201431111752	RABA	2003	514,036	\$5.00
RevenueVehicles	BU - Bus	Vehicle #48	Gillig	G27D102	1	15GGD271391176960	RABA	2009	349,001	\$79,467.00
RevenueVehicles	BU - Bus	Vehicle #49	Gillig	G27D102	1	15GGD2711A1177951	RABA	2010	318,784	\$123,547.00
RevenueVehicles	BU - Bus	Vehicle #50	Gillig	G27D102	1	15GGD2711A1177952	RABA	2010	297,158	\$123,547.00
RevenueVehicles	BU - Bus	Vehicle #51	Gillig	G27D102	1	15GGD2711A1177953	RABA	2010	313,842	\$123,547.00
RevenueVehicles	BU - Bus	Vehicle #52	Gillig	G27D102	1	15GGB2719C1179696	RABA	2012	261,825	\$190,664.00
RevenueVehicles	BU - Bus	Vehicle #53	Gillig	G27D102	1	15GGB2710C1179697	RABA	2012	267,061	\$190,664.00
RevenueVehicles	BU - Bus	Vehicle #54	Gillig	G27D102	1	15GGB2712C1179698	RABA	2012	260,102	\$190,664.00
RevenueVehicles	BU - Bus	Vehicle #55	Gillig	G27D102	1	15GGB2714C1179699	RABA	2012	284,153	\$190,663.00
RevenueVehicles	BU - Bus	Vehicle #56	Gillig	G27D103	1	15GGB2715D1182046	RABA	2013	227,814	\$246,119.00
RevenueVehicles	BU - Bus	Vehicle #57	Gillig	G27D104	1	15GGB2717D1182047	RABA	2013	216,388	\$246,119.00
RevenueVehicles	BU - Bus	Vehicle #58	Gillig	G27D105	1	15GGB2719D1182048	RABA	2013	215,290	\$246,119.00
RevenueVehicles	BU - Bus	Vehicle #59	Gillig	G27B102N4	1	15GGB2719F1184577	RABA	2015	164,340	\$319,881.00
RevenueVehicles	BU - Bus	Vehicle #60	Gillig	G27B102N4	1	15GGB2710F1184578	RABA	2015	167,658	\$319,881.00
RevenueVehicles	BU - Bus	Vehicle #61	Gillig	GLFoor17	1	15GGB2710H3189951	RABA	2017	32,237	\$441,437.00
RevenueVehicles	BU - Bus	Vehicle #62	Gillig	GLFoor17	1	15GGB2712H3189952	RABA	2017	27,310	\$441,437.00
RevenueVehicles	BU - Bus	Vehicle #63	Gillig	GLFoor17	1	15GGB2714H3189953	RABA	2017	29,716	\$441,437.00
RevenueVehicles	CU - Cutaway Bus	Vehicle #248	El Dorado	Aerotech 200	1	1GBJG31K591151526	RABA	2009	187,794	\$13,217.00
RevenueVehicles	CU - Cutaway Bus	Vehicle #249	El Dorado	Aerotech 200	1	1GBJG31K291151970	RABA	2009	219,706	\$13,217.00
RevenueVehicles	CU - Cutaway Bus	Vehicle #250	El Dorado	Aerotech 200	1	1GBJG31K691150630	RABA	2009	223,356	\$13,217.00
RevenueVehicles	CU - Cutaway Bus	Vehicle #251	El Dorado	Aerotech 200	1	1GBJG31K891150144	RABA	2009	226,351	\$13,217.00
RevenueVehicles	CU - Cutaway Bus	Vehicle #252	El Dorado	GMT 600	1	1GB6B2AG9A1105097	RABA	2009	102,108	\$888.00
RevenueVehicles	CU - Cutaway Bus	Vehicle #253	El Dorado	GMT 600	1	1GB6G2A65A1104853	RABA	2009	88,183	\$887.00
RevenueVehicles	CU - Cutaway Bus	Vehicle #254	El Dorado	GMT 600	1	1GB6G2AG0A1104940	RABA	2009	85,286	\$886.00
RevenueVehicles	CU - Cutaway Bus	Vehicle #255	El Dorado	GMT 600	1	1GB6G2AG7A1105342	RABA	2009	94,842	\$886.00
RevenueVehicles	CU - Cutaway Bus	Vehicle #256	El Dorado	Aerotech 200	1	1GB6G2AG7A1124960	RABA	2010	211,877	\$19,648.00
RevenueVehicles	CU - Cutaway Bus	Vehicle #257	El Dorado	Aerotech 200	1	1GB6G2AG7A1125137	RABA	2010	189,916	\$19,648.00
RevenueVehicles	CU - Cutaway Bus	Vehicle #259	El Dorado	Aerotech 200	1	1GB6G2AG1A1128048	RABA	2010	213,303	\$19,648.00
RevenueVehicles	CU - Cutaway Bus	Vehicle #260	El Dorado	Aerotech 240	1	1FDFE4F59BDA80000	RABA	2011	206,679	\$30,832.00
RevenueVehicles	CU - Cutaway Bus	Vehicle #261	El Dorado	Aerotech 240	1	1FDFE4F50BDA80001	RABA	2011	204,279	\$30,832.00

Asset Category	Asset Class	Asset Name	Make	Model	Count	ID/Serial No.	Asset Owner	Acquisition Year	Vehicle Mileage	Replacement Cost/Value
RevenueVehicles	CU - Cutaway Bus	Vehicle #263	El Dorado	Aerotech 240	1	1FDFE4FS4BDA80003	RABA	2011	192,316	\$30,831.00
RevenueVehicles	CU - Cutaway Bus	Vehicle #264	El Dorado	Aerotech 240	1	1FDFE4FS1HDC31971	RABA	2017	24,856	\$93,763.00
RevenueVehicles	CU - Cutaway Bus	Vehicle #265	El Dorado	Aerotech 240	1	1FDFE4FS5HDC31973	RABA	2017	23,877	\$93,763.00
RevenueVehicles	CU - Cutaway Bus	Vehicle #266	El Dorado	Aerotech 240	1	1FDFE4FS2HDC31977	RABA	2017	25,003	\$93,763.00
RevenueVehicles	CU - Cutaway Bus	Vehicle #267	El Dorado	Aerotech 240	1	1FDFE4FS4HDC33567	RABA	2017	22,404	\$93,763.00
RevenueVehicles	Custom 1	Vehicle #305	Ford	E450	1	1FDFE4FS2ADA68768	RABA	2010	338,824	\$23,683.00
RevenueVehicles	Custom 1	Vehicle #306	Ford	E450	1	1FDFE4FS2ADA68767	RABA	2010	264,984	\$23,683.00
RevenueVehicles	Custom 1	Vehicle #307	Chevrolet	G4500	1	1GB6G5BXE1200578	SHASTA COUNTY	2014	89,626	\$43,128.00

Appendix B: Asset Condition Data

B1: Revenue Vehicle Assets

Asset Category	Asset Class	Asset Name	Count	ID/Serial No.	Age (Yrs)	Vehicle Mileage	Replacement Cost/Value	Useful Life Benchmark (Yrs)	Past Useful Life Benchmark
RevenueVehicles	BU - Bus	Vehicle #47	1	15GCB201431111752	15	514,036	\$5.00	17	No
RevenueVehicles	BU - Bus	Vehicle #48	1	15GGD271391176960	9	349,001	\$79,467.00	17	No
RevenueVehicles	BU - Bus	Vehicle #49	1	15GGD2711A1177951	8	318,784	\$123,547.00	17	No
RevenueVehicles	BU - Bus	Vehicle #50	1	15GGD2711A1177952	8	297,158	\$123,547.00	17	No
RevenueVehicles	BU - Bus	Vehicle #51	1	15GGD2711A1177953	8	313,842	\$123,547.00	17	No
RevenueVehicles	BU - Bus	Vehicle #52	1	15GGB2719C1179696	6	261,825	\$190,664.00	17	No
RevenueVehicles	BU - Bus	Vehicle #53	1	15GGB2710C1179697	6	267,061	\$190,664.00	17	No
RevenueVehicles	BU - Bus	Vehicle #54	1	15GGB2712C1179698	6	260,102	\$190,664.00	17	No
RevenueVehicles	BU - Bus	Vehicle #55	1	15GGB2714C1179699	6	284,153	\$190,663.00	17	No
RevenueVehicles	BU - Bus	Vehicle #56	1	15GGB2715D1182046	5	227,814	\$246,119.00	17	No
RevenueVehicles	BU - Bus	Vehicle #57	1	15GGB2717D1182047	5	216,388	\$246,119.00	17	No
RevenueVehicles	BU - Bus	Vehicle #58	1	15GGB2719D1182048	5	215,290	\$246,119.00	17	No
RevenueVehicles	BU - Bus	Vehicle #59	1	15GGB2719F1184577	3	164,340	\$319,881.00	17	No
RevenueVehicles	BU - Bus	Vehicle #60	1	15GGB2710F1184578	3	167,658	\$319,881.00	17	No
RevenueVehicles	BU - Bus	Vehicle #61	1	15GGB2710H3189951	1	32,237	\$441,437.00	17	No
RevenueVehicles	BU - Bus	Vehicle #62	1	15GGB2712H3189952	1	27,310	\$441,437.00	17	No
RevenueVehicles	BU - Bus	Vehicle #63	1	15GGB2714H3189953	1	29,716	\$441,437.00	17	No
RevenueVehicles	CU - Cutaway Bus	Vehicle #248	1	1GBJG31K591151526	9	187,794	\$13,217.00	11	No
RevenueVehicles	CU - Cutaway Bus	Vehicle #249	1	1GBJG31K291151970	9	219,706	\$13,217.00	11	No
RevenueVehicles	CU - Cutaway Bus	Vehicle #250	1	1GBJG31K691150630	9	223,356	\$13,217.00	11	No
RevenueVehicles	CU - Cutaway Bus	Vehicle #251	1	1GBJG31K891150144	9	226,351	\$13,217.00	11	No

Asset Category	Asset Class	Asset Name	Count	ID/Serial No.	Age (Yrs)	Vehicle Mileage	Replacement Cost/Value	Useful Life Benchmark (Yrs)	Past Useful Life Benchmark
RevenueVehicles	CU - Cutaway Bus	Vehicle #252	1	1GB6B2AG9A1105097	9	102,108	\$888.00	11	No
RevenueVehicles	CU - Cutaway Bus	Vehicle #253	1	1GB6G2A65A1104853	9	88,183	\$887.00	11	No
RevenueVehicles	CU - Cutaway Bus	Vehicle #254	1	1GB6G2AG0A1104940	9	85,286	\$886.00	11	No
RevenueVehicles	CU - Cutaway Bus	Vehicle #255	1	1GB6G2AG7A1105342	9	94,842	\$886.00	11	No
RevenueVehicles	CU - Cutaway Bus	Vehicle #256	1	1GB6G2AG7A1124960	8	211,877	\$19,648.00	11	No
RevenueVehicles	CU - Cutaway Bus	Vehicle #257	1	1GB6G2AG7A1125137	8	189,916	\$19,648.00	11	No
RevenueVehicles	CU - Cutaway Bus	Vehicle #259	1	1GB6G2AG1A1128048	8	213,303	\$19,648.00	11	No
RevenueVehicles	CU - Cutaway Bus	Vehicle #260	1	1FDFE4FS9BDA80000	7	206,679	\$30,832.00	11	No
RevenueVehicles	CU - Cutaway Bus	Vehicle #261	1	1FDFE4FS0BDA80001	7	204,279	\$30,832.00	11	No
RevenueVehicles	CU - Cutaway Bus	Vehicle #263	1	1FDFE4FS4BDA80003	7	192,316	\$30,831.00	11	No
RevenueVehicles	CU - Cutaway Bus	Vehicle #264	1	1FDFE4FS1HDC31971	1	24,856	\$93,763.00	11	No
RevenueVehicles	CU - Cutaway Bus	Vehicle #265	1	1FDFE4FS5HDC31973	1	23,877	\$93,763.00	11	No
RevenueVehicles	CU - Cutaway Bus	Vehicle #266	1	1FDFE4FS2HDC31977	1	25,003	\$93,763.00	11	No
RevenueVehicles	CU - Cutaway Bus	Vehicle #267	1	1FDFE4FS4HDC33567	1	22,404	\$93,763.00	11	No
RevenueVehicles	Custom 1	Vehicle #305	1	1FDFE4FS2ADA68768	8	338,824	\$23,683.00	9	No
RevenueVehicles	Custom 1	Vehicle #306	1	1FDFE4FS2ADA68767	8	264,984	\$23,683.00	9	No
RevenueVehicles	Custom 1	Vehicle #307	1	1GB6G5BXE1200578	4	89,626	\$43,128.00	11	No

Appendix B: Asset Condition Data

B2: Equipment Assets

Asset Category	Asset Class	Asset Name	Count	ID/Serial No.	Age (Yrs)	Vehicle Mileage	Replacement Cost/Value	Useful Life Benchmark (Yrs)	Past Useful Life Benchmark
Equipment	Custom 1	Computer/UPS Back Up	1		2		\$778.00	5	No
Equipment	Custom 1	Server	1		11		\$199.00	5	Yes
Equipment	Custom 1	Server	1		7		\$2.00	5	Yes
Equipment	Non Revenue/Service Automobile	Vehicle #14-- Service Truck	1	1GBJC34UXE152184 4	11	74,217		10	Yes
Equipment	Non Revenue/Service Automobile	Vehicle #2049-- Planner	1	2WP552971192843	11	23,571		10	Yes
Equipment	Non Revenue/Service Automobile	Vehicle #246-- Maint Van	1	1GBJG31U8612588 43	11	167,061	\$1.00	11	Yes
Equipment	Non Revenue/Service Automobile	Vehicle #35-- Training Bus	1	15GCB2013X10895 38	19	647,692		17	Yes
Equipment	Non Revenue/Service Automobile	Vehicle #505	1	KL1TD56E19B68080 8	9	82,423	\$2.00	10	No
Equipment	Non Revenue/Service Automobile	Vehicle #506-- Courtesy Van	1	1GNFG1541911688 34	9	53,931	\$2.00	10	No
Equipment	Non Revenue/Service Automobile	Vehicle #507-- Supervisor	1	3FA6P0UU6ER3006 26	4	19,888	\$7,960.00	10	No
Equipment	Non Revenue/Service Automobile	Vehicle #508-- Supervisor	1	3FA6P0UU4ER3006 25	4	25,675	\$7,960.00	10	No

Appendix B: Asset Condition Data

B3: Facilities Assets

Asset Category	Asset Class	Asset Name	Count	ID/Serial No.	Age (Yrs)	TERM Scale Condition	Replacement Cost/Value
Facilities	Custom 1	Intermodal Facility	1		22	3	\$941,021.00
Facilities	Custom 1	Intermodal Facility (Expansion)	1		3	4	\$689,294.00
Facilities	Custom 2	Solar Parking	1		3	5	\$66,721.00
Facilities	Custom 2	Solar Parking	1		2	5	\$30,573.00
Facilities	Maintenance	Maintenance Facility	1		17	4	\$1,012,896.00
Facilities	Maintenance	Maintenance Facility (Expansion)	1		9	4	\$223,750.00
Facilities	Maintenance	Maintenance Facility (Expansion)	1		9	4	\$1,334,772.00

Appendix C: Proposed Investment Project List

Project Year	Project Name	Asset/Asset Class	Cost	Priority
2019	(1) Server	Equipment	\$15,000.00	High
2019	(4) Vans	RevenueVehicles	\$412,000.00	High
2019	(1) Electric Bus	RevenueVehicles	\$900,000.00	High
2019	(1) Bus	RevenueVehicles	\$456,000.00	High
2020	(1) Van (Burney)	RevenueVehicles	\$105,000.00	High
2021	(5) Vans	RevenueVehicles	\$540,000.00	High

Appendix D: Fleet Replacement Module Output

Total in Current Year \$		\$0.00	\$0.00		\$0.00		\$0.00		\$0.00	
Total in Year of Expenditure \$		\$0.00	\$0.00		\$0.00		\$0.00		\$0.00	
		2019	2020		2021		2022		2023	
Fleet Type (Year/Make/Model)	Number	Cost in 2018 \$	Number	Cost in 2018 \$	Number	Cost in 2018 \$	Number	Cost in 2018 \$	Number	Cost in 2018 \$

REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS

BOARD MEETING DATE: October 2, 2018

CATEGORY: Consent - Resource Management-20.

SUBJECT:

Budget amendment to reallocate funds for permit software upgrade.

DEPARTMENT: Resource Management

Supervisory District No. : ALL

DEPARTMENT CONTACT: PAUL A. HELLMAN, DIRECTOR OF RESOURCE MANAGEMENT (530) 225-5789

STAFF REPORT APPROVED BY: PAUL A. HELLMAN, DIRECTOR OF RESOURCE MANAGEMENT

Vote Required?	General Fund Impact?
4/5 Vote	General Fund Impact

RECOMMENDATION

Approve a budget amendment increasing appropriations, offset by the use of fund balance, in each of the following budgets: (1) Building Division; (2) Planning Division; and (3) Environmental Health Division for the remaining TRAKiT software purchase.

SUMMARY

A budget amendment is proposed to complete the Resource Management software upgrade.

DISCUSSION

On June 28, 2016, the Board awarded the Resource Management software upgrade to SunGard Public Sector, which has since become Superion, as an add-on agreement to their original contract with the County with a not to exceed amount of \$500,000. Each division, Building, Planning, Environmental Health and Air Quality Management District's portion of this contract is \$125,000, which was originally budgeted in FY 2016/17 and FY 2017/18. The AQMD is being asked to approve of a proposed budget amendment for their portion of the agreement.

This add-on agreement is for a permit tracking and public access software known as TRAKiT and will be used in all divisions of Resource Management, for permit tracking, project tracking, invoicing and payment system. This quote includes all software and services described in the Add-On Quote and Statement of Work. Travel expenses related to discovery, installation, testing and on-site training are also included.

As of June 30, 2018, the Building Division, Planning Division and Environmental Health Division expenses associated with this contract agreement totaled \$329,074 with \$45,926 remaining in the contract. The additional \$2,074 in this proposed budget amendment are for charges associated with IT professional service costs related to the software implementation.

ALTERNATIVES

The Board may decline to approve the budget amendment. Currently budgeted appropriations in the FY 18/19 Capital Asset Software account (065317) will be insufficient to pay the contractor.

OTHER AGENCY INVOLVEMENT

The County Administrative Office have reviewed this recommendation.

FINANCING

Total estimated contract cost for the Resource Management software upgrade agreement remains unchanged at \$500,000. These fund were originally budgeted to be spent in FY 2016/17 and FY 2017/18. The unspent balance of these previously budgeted funds have fallen to the Fund Balance at the end of June 30, 2018.

ATTACHMENTS:

Description	Upload Date	Description
Budget Amendment Form	9/27/2018	Budget Amendment Form

REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS

BOARD MEETING DATE: October 2, 2018

CATEGORY: Consent - Other Departments-21.

SUBJECT:

California Department of Forestry and Fire Protection, Volunteer Fire Assistance Program Grant Agreement and Resolution.

DEPARTMENT: County Service Area No. 1-County Fire

Supervisory District No. : All

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

STAFF REPORT APPROVED BY: Mike Hebrard, Fire Chief

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

RECOMMENDATION

Adopt a resolution to approve and authorize the Chairman to sign an agreement with the California Department of Forestry and Fire Protection, in an amount not to exceed \$19,919 (including dollar for dollar County matching funds for a total of \$39,838) for the purchase of wildland fire and structural fire personal protective equipment for the period from the date of signing through June 30, 2019.

SUMMARY

The Shasta County Fire Department (SCFD) provides fire protection to the unincorporated areas of Shasta County. SCFD has successfully competed for a grant for the purchase of structural and wildland fire protective clothing.

DISCUSSION

A grant request was submitted to the California Department of Forestry and Fire Protection (CAL FIRE), Volunteer Fire Assistance Program (VFA). The purpose of this grant program through the VFA is to increase volunteer firefighter safety and enhance the fire protection capabilities of volunteer fire departments.

In 2017, SCFD/ CAL FIRE dispatched approximately 13,585 calls for service which included medical, structure fire and wildland fire responses. Many parts of California have experienced exceptional drought conditions for several years, and Shasta County has recently experienced exceptional wildland fire destruction, along with many other parts of California.

This VFA grant will be used to purchase several types of protective clothing. Volunteer firefighters use different types of protective equipment for different types of calls. Heavy, padded turnouts are used to protect firefighters from heat and injury during structure fires and traffic accidents. Lighter weight protective pants and jackets made from fire resistant Nomex fabric are used while fighting fires on wildland incidents. This grant will provide 24 sets of wildland fire protective pants and jackets as well as 10 sets of heavy padded structure fire turnouts. It will also purchase over 20 fire shelters for wildland firefighting and 8 sets of protective chainsaw chaps.

All of the wildland fire protective clothing funded by the grant will meet the National Fire Protection Association (NFPA) standard 1977, current edition for 2011. NFPA is the trade association that maintains internationally recognized publications and standards to minimize the effects of fire and other hazards. The NFPA process to create and update standards is accredited by the American National Standards Institute (ANSI). The coats and pants are created from the new Nomex IIIA to better resist heat and fire, and have additional modifications to improve firefighter safety including a single layer sleeve to reduce heat related illnesses, and improved shaping for a better fit allowing more ergonomic movement during wear. The gloves also meet the newest NFPA standards.

Acceptance of the VFA grant requires a 50% County match, a resolution of the Board of Supervisors, and signature of a grant agreement with the term of the grant from date of signing through June 30, 2019.

ALTERNATIVES

The Board could decline acceptance of the grant revenue. The Board could request additional information on the grant or proposed use of the revenue.

OTHER AGENCY INVOLVEMENT

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

FINANCING

County Fire anticipated \$10,000 in revenue for this VFA grant and included it, with corresponding expenditures, in the FY 2018/19 Adopted Budget. The VFA Grant is awarded at a 50% match of SCFD funds for a total purchase cost of \$39,838.00. Though more than anticipated, the total matching funds of \$19,919 needed for the grant are available in the department's 2018/2019 Adopted Budget. There is no net change to the County Fire FY 2018/2019 budget. There is no additional General Fund impact.

ATTACHMENTS:

Description	Upload Date	Description
Grant Agreement	9/14/2018	Grant Agreement
Grant Resolution	9/14/2018	Grant Resolution

**VOLUNTEER FIRE ASSISTANCE PROGRAM
AGREEMENT
PAGE 1 OF 6**

DEPARTMENT OF FORESTRY AND FIRE PROTECTION

STATE OF CALIFORNIA
Natural Resources Agency

Agreement for the Volunteer Fire Assistance Program of the
Cooperative Forestry Assistance Act of 1978

THIS AGREEMENT, made and entered into **ON THE LAST SIGNATORY DATE ON PAGE 6**, by and between the STATE of California, acting through the Director of the Department of Forestry and Fire Protection hereinafter called "STATE", and the County of Shasta, through its

Fire Department hereinafter called "LOCAL AGENCY", covenants as follows:

RECITALS:

1. STATE has been approved as an agent of the United States Department of Agriculture, (USDA), Forest Service for the purpose of administering the Cooperative Forestry Assistance Act (CFAA) of 1978 (PL 95-313, United States Code, Title 16, Chapter 41, Section 2010 et seq., Volunteer Fire Assistance Program), hereinafter referred to as "VFA", and
2. The VFA has made funds available to STATE for redistribution, under certain terms and conditions, to LOCAL AGENCY to assist LOCAL AGENCY to upgrade its fire protection capability, and
3. LOCAL AGENCY desires to participate in said VFA.

NOW THEREFORE, it is mutually agreed between the parties as follows:

4. **APPROVAL:** This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. LOCAL AGENCY may not commence performance until such approval has been obtained.
5. **TIMELINESS:** Time is of the essence in this Agreement.
6. **FORFEITURE OF AWARD:** LOCAL AGENCY must return this Agreement and required resolution properly signed and executed to STATE at the address specified in paragraph 11, with a postmark no later than December 1, 2018 or LOCAL AGENCY will forfeit the funds.
7. **GRANT AND BUDGET CONTINGENCY CLAUSE:** It is mutually understood between the parties that this Agreement may have been written for the mutual benefit of both parties before ascertaining the availability of congressional appropriation of funds, to avoid program and fiscal delays that would occur if the Agreement were executed after that determination was made.

**VOLUNTEER FIRE ASSISTANCE PROGRAM
AGREEMENT
PAGE 2 OF 6**

This **Agreement** is valid and enforceable only if sufficient funds are made available to the STATE by the United States Government for the State Fiscal Year 2018 for the purpose of this program. In addition, this **Agreement** is subject to any additional restrictions, limitations, or conditions enacted by the Congress or to any statute enacted by the Congress that may affect the provisions, terms, or funding of this **Agreement** in any manner.

The parties mutually agree that if the Congress does not appropriate sufficient funds for the program, this **Agreement** shall be amended to reflect any reduction in funds.

The STATE has the option to invalidate the **Agreement** under the 30-day cancellation clause or to amend the **Agreement** to reflect any reduction in funds.

8. **REIMBURSEMENT:** STATE will reimburse LOCAL AGENCY, from funds made available to STATE by the Federal Government, an amount not to exceed **\$19,919.00** on a 50/50 matching funds basis, for the performance of specific projects and/or purchase of specific items identified in Proposed Project, Application for Funding, attached hereto. **Reimbursement will be only for those projects accomplished and/or items purchased between THE LAST SIGNATORY DATE ON PAGE 6 and JUNE 30, 2019.** This sum is the sole and maximum payment that STATE will make pursuant to this Agreement. **LOCAL AGENCY must bill STATE at the address specified in paragraph 11, with a postmark no later than September 1, 2019 in order to receive the funds.** The bill submitted by LOCAL AGENCY must clearly delineate the projects performed and/or items purchased. A vendor's invoice or proof of payment to vendor(s) must be included for items purchased.
9. **LIMITATIONS:** Expenditure of the funds distributed by STATE herein is subject to the same limitations as placed by the VFA, upon expenditure of United States Government Funds. Pursuant to Title 7 of the Code of Federal Regulations, Section 3016.32 subject to the obligations and conditions set forth in that section; title to any equipment and supplies acquired under this **Agreement** vests with the LOCAL AGENCY. For any equipment items over \$5,000, the federal government may retain a vested interest in accordance with paragraph 16 below.
10. **MATCHING FUNDS:** Any and all funds paid to LOCAL AGENCY under the terms of this **Agreement**, hereinafter referred to as "VFA Funds", shall be matched by LOCAL AGENCY on a dollar-for-dollar basis, for each project listed on attachment(s) hereto identified as "Proposed Project". No amount of unpaid "contributed" or "volunteer" labor or services shall be used or consigned in calculating the matching amount "actually spent" by LOCAL AGENCY. LOCAL AGENCY shall not use VFA Funds as matching funds for other federal grants, including Department of Interior (USDI) Rural Fire Assistance grants, nor use funds from other federal grants, including USDI Rural Fire Assistance grants, as matching funds for VFA Funds.
11. **ADDRESSES:** The mailing addresses of the parties hereto, for all notices, billings, payments, repayments, or any other activity under the terms of the Agreement, are:

**VOLUNTEER FIRE ASSISTANCE PROGRAM
AGREEMENT
PAGE 3 OF 6**

LOCAL AGENCY: Shasta County Fire Department
875 Cypress Ave.
Redding, CA 96001
Attention: Julia Hayen
Telephone Number(s): (530) 225-2516
FAX Number: (530) 225-2514
E-mail Julia.Hayen@fire.ca.gov

STATE: **Department of Forestry and Fire Protection**
Grants Management Unit, Attn: Megan Esfandiary
P. O. Box 944246
Sacramento, California 94244-2460
PHONE: (916) 653-3649

12. PURPOSE: Any project to be funded hereunder must be intended to specifically assist LOCAL AGENCY to organize, train, and/or equip local firefighting forces in the aforementioned rural area and community to prevent or suppress fires which threaten life, resources, and/or improvements within the area of operation of LOCAL AGENCY.
13. COMBINING: In the event funds are paid for two or more separate, but closely related projects, the 50/50 cost-sharing formula will be applied to the total cost of such combined projects.
14. OVERRUNS: In the event that the total cost of a funded project exceeds the estimate of costs upon which this Agreement is made, LOCAL AGENCY may request additional funds to cover the **Agreement** share of the amount exceeded. However, there is no assurance that any such funds are, or may be, available for reimbursement. Any increase in funding will require an amendment.
15. UNDERRUNS: In the event that the total cost of a funded project is less than the estimate of costs upon which this **Agreement** is made, LOCAL AGENCY may request that additional eligible projects/items be approved by STATE for **Agreement** funding. However, there is no assurance that any such approval will be funded. Approval of additional projects/items, not listed on the Proposed Project application, made by STATE, will be in writing and will require an amendment.
16. FEDERAL INTEREST IN EQUIPMENT: The Federal Government has a vested interest in any item purchased with VFA funding in excess of \$5,000 regardless of the length of this **Agreement**, until such time as the fair market value is less than \$5,000. The VFA percentage used to purchase the equipment will be applied to the sale price and recovered for the Government during the sale. This percentage will remain the same even following depreciation. The Federal Government may not have to be reimbursed if the disposal sale amounts to a fair market value of less than \$5,000. LOCAL AGENCY will notify STATE of the disposal of such items.

**VOLUNTEER FIRE ASSISTANCE PROGRAM
AGREEMENT
PAGE 4 OF 6**

17. **EQUIPMENT INVENTORY:** Any single item purchased in excess of \$5,000 will be assigned a VFA Property Number by the STATE. LOCAL AGENCY shall forward a copy of the purchase documents listing the item, brand, model, serial number, any LOCAL AGENCY property number assigned, and a LOCAL AGENCY contact and return address to STATE at the address specified in paragraph 11. The STATE will advise the LOCAL AGENCY contact of the VFA Property Number assigned.
18. **AUDIT:** LOCAL AGENCY agrees that the STATE, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this **Agreement**. LOCAL AGENCY agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. LOCAL AGENCY agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, LOCAL AGENCY agrees to include a similar right of the State of California to audit records and interview staff in any subcontract related to performance of this **Agreement**. (GC 8546.7, PCC 10115 et seq., CCR Title 2, Section 1896).
19. **DISPUTES:** In the event of any dispute over qualifying matching expenditures of LOCAL AGENCY, the dispute will be decided by STATE and its decision shall be final and binding.
20. **INDEMNIFICATION:** LOCAL AGENCY agrees to indemnify, defend, and save harmless, the STATE, its officers, agents, and employees, from any and all claims and losses, accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this **Agreement**, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by LOCAL AGENCY in the performance of this **Agreement**.
21. **DRUG-FREE WORKPLACE REQUIREMENTS:** LOCAL AGENCY will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:
 - a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.
 - b. Establish a Drug-Free Awareness Program to inform employees about:
 - 1) the dangers of drug abuse in the workplace;
 - 2) the person's or organization's policy of maintaining a drug-free workplace;

**VOLUNTEER FIRE ASSISTANCE PROGRAM
AGREEMENT
PAGE 5 OF 6**

- 3) any available counseling, rehabilitation and employee assistance programs; and,
- 4) penalties that may be imposed upon employees for drug abuse violations.

c. Every employee who works on the proposed **Agreement** will:

- 1) receive a copy of the company's drug-free workplace policy statement; and,
- 2) agree to abide by the terms of the company's statement as a condition of employment on the **Agreement**.

Failure to comply with these requirements may result in suspension of payments under the **Agreement** or termination of the **Agreement** or both and LOCAL AGENCY may be ineligible for funding of any future State **Agreement** if the department determines that any of the following has occurred: (1) the LOCAL AGENCY has made false certification, or violated the certification by failing to carry out the requirements as noted above. (GC 8350 et seq.)

- 22. **TERM:** The term of the Agreement SHALL COMMENCE ON THE LAST SIGNATORY DATE ON PAGE 6 and continue through June 30, 2019.
- 23. **TERMINATION:** This **Agreement** may be terminated by either party giving 30 days written notice to the other party or provisions herein amended upon mutual consent of the parties hereto.
- 24. **AMENDMENTS:** No amendment or variation of the terms of this **Agreement** shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or **Agreement** not incorporated in the **Agreement** is binding on any of the parties.
- 25. **INDEPENDENT CONTRACTOR:** LOCAL AGENCY, and the agents and employees of LOCAL AGENCY, in the performance of this **Agreement**, shall act in an independent capacity and not as officers or employees or agents of the STATE or the Federal Government.

**VOLUNTEER FIRE ASSISTANCE PROGRAM
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IN WITNESS WHEREOF, the parties have executed this **Agreement** as of the last signatory date below.

STATE OF CALIFORNIA
DEPARTMENT OF FORESTRY
AND FIRE PROTECTION

LOCAL AGENCY

Shasta County Fire Department

By: _____
Signature

By: _____
*Signature

Dan Sendek
Printed Name

Les Baugh
Printed Name

Staff Chief
Title
Cooperative Fire Programs

Chairman, Board of Supervisors
**Title
County of Shasta, State of California

Last Signatory Date

***Date

*Ensure that the officer signing here for LOCAL AGENCY IS THE SAME Officer authorized in the Resolution to execute this **Agreement**.

Ensure that the title entered here IS THE SAME title used in the Resolution for the Officer who is executing this **Agreement.

***Ensure that the date LOCAL AGENCY signs IS THE SAME DATE as the Resolution date OR LATER.

FOR STATE USE ONLY

AMOUNT ENCUMBERED BY THIS DOCUMENT \$19,919.00	PROGRAM/CATEGORY (CODE AND TITLE) Support				FUND TITLE Federal	Department of General Services Use Only DGS APPROVAL NOT REQUIRED PER SAM 1215
(OPTIONAL USE) Vendor #						
PRIOR AMOUNT ENCUMBERED FOR THIS AGREEMENT \$0	ITEM 3540-001-0001	CHAPTER 29	STATUTE 2018	FISCAL YEAR 18/19		
TOTAL AMOUNT ENCUMBERED TO DATE \$19,919.00	OBJECT OF EXPENDITURE (CODE AND TITLE) 18-9214-418.99-					
<i>I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.</i>						
SIGNATURE OF CDF ACCOUNTING OFFICER X				T.B.A. NO.	B.R. NO.	
DATE						

☐ CONTRACTOR

☐ STATE AGENCY

☐ DEPT. OF GEN. SER.

☐ CONTROLLER

☐

RESOLUTION NO. 2018 ____

**A RESOLUTION OF THE BOARD OF SUPERVISORS
OF THE COUNTY OF SHASTA
APPROVING AN AGREEMENT WITH THE STATE OF CALIFORNIA
DEPARTMENT OF FORESTRY AND FIRE PROTECTION
FOR THE PROVISION OF MINOR EQUIPMENT PURSUANT TO
THE VOLUNTEER FIRE ASSISTANCE PROGRAM OF
THE COOPERATIVE FORESTRY ASSISTANCE ACT OF 1978**

WHEREAS, the Volunteer Fire Assistance Program Agreement between the State of California Department of Forestry and Fire Protection and the County of Shasta, through its Shasta County Fire Department/County Service Area (CSA) #1, ("Agreement #7FG18101") awards, during the term of the agreement (date of signing through June 30, 2019), a grant in an amount not to exceed \$19,919.00 including dollar for dollar County matching funds for a total of \$39,838.00 pursuant to the Volunteer Fire Assistance Program of the Cooperative Fire Assistance Act of 1978; and

WHEREAS, with this grant, Shasta County Fire Department will be able to purchase 24 sets of Wildland Personal Protective Equipment, 20 Fire Shelters, 10 sets of Structural Protective Equipment and 8 sets of chainsaw chaps, which will enhance safety for the volunteer firefighters, allow them to better serve the citizens of Shasta County, and allow Shasta County Fire Department to meet new personal safety equipment guidelines.

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of the County of Shasta, acting on behalf of CSA #1, hereby approves Agreement #7FG18101 and authorizes the Chairman of the Board of Supervisors to sign the grant agreement in the amount of \$19,919 and to remit the required 50 percent match in county funds in the amount of \$19,919, for a total not to exceed \$39,838.

DULY PASSED AND ADOPTED this 2nd day of October 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: October 2, 2018

CATEGORY: Regular - General Government-5.

SUBJECT:

N/A

DEPARTMENT: Administrative Office

Supervisory District No. : ALL

DEPARTMENT CONTACT: Larry Lees, County Executive Officer (530) 225-5550

STAFF REPORT APPROVED BY: Larry Lees, County Executive Officer

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

RECOMMENDATION

(1) Receive a legislative update and consider action on specific legislation related to Shasta County's legislative platform; (2) approve and authorize the Chairman to sign a letter in support of HR 6007 *"Restoring Access to Public Lands Act"* (LaMalfa); and (3) receive Supervisors' reports on countywide issues.

SUMMARY

N/A

DISCUSSION

N/A

ALTERNATIVES

N/A

OTHER AGENCY INVOLVEMENT

N/A

FINANCING

N/A

ATTACHMENTS:

Description

Upload Date

Description

Letter of Support

9/24/2018

Letter of Support

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

October 2, 2018

The Honorable Doug LaMalfa
United States House of Representatives
322 Cannon House Office Building
Washington, D.C. 20515

Re: HR 6007 (LaMalfa) Restoring Access to Public Lands Act – SUPPORT

Dear Congressman LaMalfa,

On behalf of the Shasta County Board of Supervisors, I write in support of HR 6007 to release Federal land in California from wilderness study areas that is unsuitable for and not recommended for “wilderness” designation.

HR 6007 is a positive step toward allowing Federal agencies to manage public lands effectively in California.

Sincerely,

Les Baugh, Chairman
Shasta County Board of Supervisors

CC: The Honorable Dianne Feinstein
The Honorable Kamala Harris

REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS

BOARD MEETING DATE: October 2, 2018

CATEGORY: Regular - General Government-6.

SUBJECT:

Shasta County Debt Management Policy, County of Shasta Administrative Manual, Policy 2-501

DEPARTMENT: Auditor-Controller
Administrative Office

Supervisory District No. : All

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

STAFF REPORT APPROVED BY: Brian Muir, Auditor-Controller; Terri Howat, County Chief Financial Officer

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

RECOMMENDATION

Adopt a Policy resolution to revise Administrative Manual, Policy 2-501, *Shasta County Debt Management Policy*.

SUMMARY

N/A

DISCUSSION

The Shasta County Debt Management Policy requires a biennial review and updating by the Board of Supervisors. The County Chief Fiscal Officer and the Auditor-Controller have reviewed the policy and updated it to reflect changes in State law and SEC rules.

ALTERNATIVES

The Board could choose to not update the policy.

OTHER AGENCY INVOLVEMENT

None

FINANCING

None

ATTACHMENTS:

Description	Upload Date	Description
Markup Policy 2-501 Revision	8/30/2018	Markup Policy 2-501 Revision
Resolution Debt Management Policy 2-501	9/27/2018	Resolution Debt Management Policy 2-501

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SECTION:	General Administration	Shasta County Debt Management Policy
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PURPOSE

The debt management policy is used to provide the general framework for planning and reviewing debt proposals and managing continuing disclosure requirements.

BACKGROUND

The Shasta County Board of Supervisors recognizes there are no absolute rules or easy formulas that can substitute for a thorough review of all information affecting the County's debt position. Debt decisions should be the result of deliberative consideration of all factors involved.

POLICY

A. General Debt Policy

1. Except in extreme emergencies, long-term debt shall not be issued to finance ongoing operational costs.
2. When possible, the County shall pursue alternative sources of funding, such as pay as you go or grant funding to limit debt.
3. Whenever possible the County shall use self-supporting debt instead of General Fund obligated debt.
4. The aggregate annual general fund contribution to debt service, including certificates of participation but excluding self-supporting debt, shall not exceed 10% of annual General Fund discretionary revenue.
5. The County shall seek to maintain and, if possible, to improve its bond rating so borrowing costs are minimized and access to credit is preserved. It is imperative that the County demonstrate to rating agencies, investment bankers, creditors, and taxpayers that County officials are following a prescribed financial plan. The County will follow a policy of full disclosure by communicating with bond rating agencies to inform them of the County's financial condition.
6. Every future bond issue proposal will be accompanied by an analysis demonstrating conformity to the debt policies adopted by County Board of Supervisors. The County

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Chief Financial Officer and Auditor-Controller will review and comment on each bond issue proposal regarding conformance with existing debt and financial policies, and specific aspects of the proposed financing package and its impact on the County's creditworthiness.

- The County recognizes that it is of the utmost importance that elected and appointed County officials, and all others associated with the issuance of County debt, not only avoid the reality of a conflict of interest, but the appearance thereof as well. County officials must conduct themselves in a fashion consistent with the best interests of the County and taxpayers. Elected and appointed County officials should avoid even the appearance of linkages between politics and public finance that can erode the confidence of taxpayers, ratepayers, and voters. This includes avoiding gratuities, and political contributions of more than nominal value from service providers and the disclosure of all possible conflicts of interest shall be provided in writing and filed with the County Clerk.

B. Taxpayer Equity

Shasta County's property taxpayers and citizens who benefit from projects financed by bonds should be the source of the related debt service funding. This principle of taxpayer equity should be a primary consideration in determining the type of projects selected for financing through bonds. Furthermore, the principle of taxpayer equity shall be applied for setting rates in determining net revenues for bond coverage ratios.

C. Uses of Debt Proceeds

- Debt proceeds should be limited to financing the costs of planning, design, land acquisition, buildings, permanent structures, attached fixtures or equipment, and movable pieces of equipment, such as fire engines, or other costs as permitted by law. Acceptable uses of debt proceeds can be viewed as items which can be capitalized. Non-capital furnishings and supplies will not be financed from debt proceeds. Bond proceeds may be used to establish a debt service reserve. Refunding bond issues designed to restructure currently outstanding debt are an acceptable use of bond proceeds.
- Recognizing that bond issuance costs add to the total interest costs of financing; bond financing should not be used if the aggregate cost of projects to be financed by the bond issue does not exceed \$2,500,000.

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D. Decision Analysis

1. Whenever the County is contemplating a possible bond issue, information will be developed concerning the following four categories commonly used by rating agencies assessing the County's creditworthiness. The subcategories are representative of the types of items that may be considered. This information will be presented by the County Chief Financial Officer and Auditor-Controller to the Board of Supervisors.

Debt Analysis

- Debt capacity analysis
- Purpose for which debt is issued
- Debt structure
- Debt burden
- Debt history and trends
- Adequacy of debt and capital planning
- Obsolescence of capital plant

Financial Analysis

- Stability, diversity, and growth rates of tax or other revenue sources
- Trend in assessed valuation and collections
- Current budget trends
- Appraisal of past revenue and expenditure trends
- History and long-term trends of revenues and expenditures
- Evidences of financial planning
- Adherence to generally accepted accounting principles
- Audit results
- Fund balance status and trends in operating and debt funds
- Financial monitoring systems and capabilities
- Cash flow projections

Governmental and Administrative Analysis

- Government organization structure
- Location of financial responsibilities and degree of control
- Adequacy of basic service provision
- Intergovernmental cooperation/ conflict and extent of duplication
- Overall County planning efforts

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Economic Analysis

- Geographic and location advantages
- Population and demographic characteristics
- Wealth indicators
- Housing characteristics
- Level of new construction
- Types of employment, industry, and occupation
- Evidences of industrial decline
- Trend of the economy

2. The County may use the services of qualified internal staff and outside advisors to assist in the analysis, evaluation, and decision process, including bond counsel and financial advisors. Recognizing the importance and value to the County's creditworthiness and marketability of the County's bonds, this policy is intended to ensure that potential debt complies with all laws and regulations, as well as sound financial principles.

E. Debt Planning

1. General obligation bond borrowing should be planned, and the details of the plan must be incorporated into a Shasta County Capital Improvement Plan.
2. General obligation bond issues should be included in the Capital Improvement Plan for at least two years prior to the year of the bond sale. The first inclusion should contain a general description of the project, its timing, and financial limits; subsequent inclusions should become increasingly specific.

~~1.~~ F. Communication and Disclosure

- ~~2.1.~~ Significant financial reports affecting or commenting on the County will be forwarded to the rating agencies. The Municipal Securities Rulemaking Board's EMMA website shall be used to disclose all material events within 10 days of occurrence including principal and interest payment delinquencies; non-payment related defaults; unscheduled draws on credit enhancements reflecting financial difficulties; substitution of credit or liquidity providers or their failure to perform; adverse tax opinions or events affecting the tax-

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exempt status of the security; modifications to the rights of the security holders; bond calls and tender offers; defeasances; release substitution or sale of property securing repayment of the securities; rating changes; incurrence of a financial obligation of the issuer or obligated person, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a financial obligation of the issuer or obligated person, any of which affect security holders, if material; default, event of acceleration, termination event, modification of terms, or other similar events under the terms of the financial obligation of the issuer or obligated person, any of which reflect financial difficulties; and bankruptcy, insolvency, or receivership. Each bond prospectus will follow the disclosure guidelines of the Government Finance Officers Association of the United States and Canada.

1. The County should attempt to develop coordinated communication processes with all other jurisdictions with which it shares a common property tax base concerning collective plans for future debt issues. Reciprocally-shared information on debt plans including amounts, purposes, timing, and types of debt will aid each jurisdiction in its debt planning decisions.
2. Prior to authorizing issuance of bonds with a term greater than 13 months the County shall disclose the information required by Government Code Section 5852.1 at a meeting open to the public.
3. No later than 21 days after issuing debt, the County shall submit the final sale report required by Government Code Section 8855(j) to the California Debt and Investment Advisory Commission (CDIAC).
- ~~3.~~4. No later than seven months after the end of any fiscal year during which the County issues debt and for every fiscal year thereafter, the County shall submit the annual report required by Government Code Section 8855(k) to the California Debt and Investment Advisory Commission (CDIAC).

G. General Obligation Bonds

1. Every project proposed for financing through general obligation debt should be accompanied by a full analysis of the future operating and maintenance costs associated with the project.

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2. Generally, bonds cannot be issued for a longer maturity schedule than a conservative estimate of the useful life of the asset to be financed. The County will attempt to keep the average maturity of general obligation bonds at or below 12.5 years.
3. Whenever possible, the County will finance capital projects by using self-supporting revenue bonds. Revenue bonds assure the greatest degree of equity because those who benefit from a project and those who pay for a project are most closely matched.

H. Revenue Bonded Debt

1. It will be a long-term goal that any utility or enterprise will ensure future capital financing needs are met by using a combination of current operating revenues and revenue bond financing. Therefore, a goal is established that 15% of total project costs should come from operating funds of the utility or enterprise.
2. It is County policy that each utility or enterprise should provide adequate debt service coverage. A specific factor is established by County Board of Supervisors that projected operating revenues in excess of operating expenses less capital expenditures, depreciation and amortization in the operating fund should be at least 1.25 times the annual debt service costs. Below is an example of the debt coverage calculation.

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Debt Coverage Example:

Operating Revenues	\$ 3,903,000
Operating Investment Income	<u>80,000</u>
Total Operating Revenue	\$ 3,983,000
Operating Expenses	\$ 3,840,000
Less: Depreciation and Amortization	<u>310,000</u>
Subtotal	\$ 3,530,000
Net Revenue Available for Debt Service	\$ 453,000 (1*)
Principal	\$ 75,000
Interest	<u>37,500</u>
Total Debt Service	\$ 112,500 (2*)
Debt Coverage Ratio (1* divided by 2*)	4.03

I. Short Term Financing/Capital Lease Debt

1. Short-term financing or capital lease debt will be considered to finance certain equipment and rolling stock purchases when the aggregate cost of equipment to be purchased exceeds \$25,000. Adequate funds for the repayment of principal and interest must be included in the requesting department's approved budget.
2. The term of short-term financing will be limited to the usual useful life period of the vehicle or equipment, but in no case will exceed ten years.
3. Departments requesting capital financing must have a budget appropriation approved by the Board of Supervisors. Departments shall submit documentation for approved purchases to the County Chief Financial Officer each year within ten days after the annual budget is adopted. The County Chief Financial Officer will consolidate all requests and may solicit competitive or negotiated proposals for capital financing to insure the lowest possible interest costs.

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J. Bi-Annual Review

The County Chief Financial Officer and the Auditor-Controller will schedule the Debt Policy for review and updating by the Board of Supervisors biennially.

RESPONSIBLE DEPARTMENTS

County Administrative Office
Auditor-Controller

POLICY RESOLUTION NO. 2018-_____

**A RESOLUTION OF THE BOARD OF SUPERVISORS
OF THE COUNTY OF SHASTA
TO ADOPT REVISIONS TO ADMINISTRATIVE POLICY 2-501,
SHASTA COUNTY DEBT MANAGEMENT POLICY, TO REFLECT CHANGES IN STATE LAW
AND REVISIONS TO SEC RULE 15C2-12**

WHEREAS, a debt management policy is used to provide the general framework for planning and reviewing debt proposals and managing disclosure requirements; and

WHEREAS, a debt management policy signals to rating agencies and the capital markets that a government is well managed and therefore is likely to meet its debt obligations in a timely manner; and

WHEREAS, periodically the Board of Supervisors, upon recommendation of staff, amends the provisions of Administrative Policy 2-501 to update its provisions, ensure compliance with state and federal laws, and conform its provisions to actual County practice.

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of the County of Shasta, State of California, hereby adopts the policy as amended attached hereto as Exhibit A, to reflect changes in state law and revisions to Securities and Exchange Commission Rule 15C2-12.

NOW, THEREFORE, BE IT FURTHER RESOLVED that the Board of Supervisors of the County of Shasta, State of California, hereby allows non-substantive modifications, such as, but not limited to, format, grammar, references, title changes, to Administrative Policy 2-501, *Debt Management Policy*, without the necessitation of a policy resolution approved by the Board.

DULY PASSED AND ADOPTED this 2nd day of October, 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: _____

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PURPOSE

The debt management policy is used to provide the general framework for planning and reviewing debt proposals and managing continuing disclosure requirements.

BACKGROUND

The Shasta County Board of Supervisors recognizes there are no absolute rules or easy formulas that can substitute for a thorough review of all information affecting the County's debt position. Debt decisions should be the result of deliberative consideration of all factors involved.

POLICY

A. General Debt Policy

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5. The County shall seek to maintain and, if possible, to improve its bond rating so borrowing costs are minimized and access to credit is preserved. It is imperative that the County demonstrate to rating agencies, investment bankers, creditors, and taxpayers that County officials are following a prescribed financial plan. The County will follow a policy of full disclosure by communicating with bond rating agencies to inform them of the County's financial condition.
6. Every future bond issue proposal will be accompanied by an analysis demonstrating conformity to the debt policies adopted by County Board of Supervisors. The County

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Chief Financial Officer and Auditor-Controller will review and comment on each bond issue proposal regarding conformance with existing debt and financial policies, and specific aspects of the proposed financing package and its impact on the County's creditworthiness.

- The County recognizes that it is of the utmost importance that elected and appointed County officials, and all others associated with the issuance of County debt, not only avoid the reality of a conflict of interest, but the appearance thereof as well. County officials must conduct themselves in a fashion consistent with the best interests of the County and taxpayers. Elected and appointed County officials should avoid even the appearance of linkages between politics and public finance that can erode the confidence of taxpayers, ratepayers, and voters. This includes avoiding gratuities, and political contributions of more than nominal value from service providers and the disclosure of all possible conflicts of interest shall be provided in writing and filed with the County Clerk.

B. Taxpayer Equity

Shasta County's property taxpayers and citizens who benefit from projects financed by bonds should be the source of the related debt service funding. This principle of taxpayer equity should be a primary consideration in determining the type of projects selected for financing through bonds. Furthermore, the principle of taxpayer equity shall be applied for setting rates in determining net revenues for bond coverage ratios.

C. Uses of Debt Proceeds

- Debt proceeds should be limited to financing the costs of planning, design, land acquisition, buildings, permanent structures, attached fixtures or equipment, and movable pieces of equipment, such as fire engines, or other costs as permitted by law. Acceptable uses of debt proceeds can be viewed as items which can be capitalized. Non-capital furnishings and supplies will not be financed from debt proceeds. Bond proceeds may be used to establish a debt service reserve. Refunding bond issues designed to restructure currently outstanding debt are an acceptable use of bond proceeds.
- Recognizing that bond issuance costs add to the total interest costs of financing; bond financing should not be used if the aggregate cost of projects to be financed by the bond issue does not exceed \$2,500,000.

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D. Decision Analysis

1. Whenever the County is contemplating a possible bond issue, information will be developed concerning the following four categories commonly used by rating agencies assessing the County's creditworthiness. The subcategories are representative of the types of items that may be considered. This information will be presented by the County Chief Financial Officer and Auditor-Controller to the Board of Supervisors.

Debt Analysis

- Debt capacity analysis
- Purpose for which debt is issued
- Debt structure
- Debt burden
- Debt history and trends
- Adequacy of debt and capital planning
- Obsolescence of capital plant

Financial Analysis

- Stability, diversity, and growth rates of tax or other revenue sources
- Trend in assessed valuation and collections
- Current budget trends
- Appraisal of past revenue and expenditure trends
- History and long-term trends of revenues and expenditures
- Evidences of financial planning
- Adherence to generally accepted accounting principles
- Audit results
- Fund balance status and trends in operating and debt funds
- Financial monitoring systems and capabilities
- Cash flow projections

Governmental and Administrative Analysis

- Government organization structure
- Location of financial responsibilities and degree of control
- Adequacy of basic service provision
- Intergovernmental cooperation/ conflict and extent of duplication
- Overall County planning efforts

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Economic Analysis

- Geographic and location advantages
- Population and demographic characteristics
- Wealth indicators
- Housing characteristics
- Level of new construction
- Types of employment, industry, and occupation
- Evidences of industrial decline
- Trend of the economy

2. The County may use the services of qualified internal staff and outside advisors to assist in the analysis, evaluation, and decision process, including bond counsel and financial advisors. Recognizing the importance and value to the County's creditworthiness and marketability of the County's bonds, this policy is intended to ensure that potential debt complies with all laws and regulations, as well as sound financial principles.

E. Debt Planning

1. General obligation bond borrowing should be planned, and the details of the plan must be incorporated into a Shasta County Capital Improvement Plan.
2. General obligation bond issues should be included in the Capital Improvement Plan for at least two years prior to the year of the bond sale. The first inclusion should contain a general description of the project, its timing, and financial limits; subsequent inclusions should become increasingly specific.

F. Communication and Disclosure

1. Significant financial reports affecting or commenting on the County will be forwarded to the rating agencies. The Municipal Securities Rulemaking Board's EMMA website shall be used to disclose all material events within 10 days of occurrence including principal and interest payment delinquencies; non-payment related defaults; unscheduled draws on credit enhancements reflecting financial difficulties; substitution of credit or liquidity providers or their failure to perform; adverse tax opinions or events affecting the tax-exempt status of the security; modifications to the rights of the security holders; bond calls and tender offers; defeasances; release substitution or sale

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- of property securing repayment of the securities; rating changes; incurrence of a financial obligation of the issuer or obligated person, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a financial obligation of the issuer or obligated person, any of which affect security holders, if material; default, event of acceleration, termination event, modification of terms, or other similar events under the terms of the financial obligation of the issuer or obligated person, any of which reflect financial difficulties; and bankruptcy, insolvency, or receivership. Each bond prospectus will follow the disclosure guidelines of the Government Finance Officers Association of the United States and Canada.
2. The County should attempt to develop coordinated communication processes with all other jurisdictions with which it shares a common property tax base concerning collective plans for future debt issues. Reciprocally-shared information on debt plans including amounts, purposes, timing, and types of debt will aid each jurisdiction in its debt planning decisions.
 3. Prior to authorizing issuance of bonds with a term greater than 13 months the County shall disclose the information required by Government Code Section 5852.1 at a meeting open to the public.
 4. No later than 21 days after issuing debt, the County shall submit the final sale report required by Government Code Section 8855(j) to the California Debt and Investment Advisory Commission (CDIAC).
 5. No later than seven months after the end of any fiscal year during which the County issues debt and for every fiscal year thereafter, the County shall submit the annual report required by Government Code Section 8855(k) to the California Debt and Investment Advisory Commission (CDIAC).

G. General Obligation Bonds

1. Every project proposed for financing through general obligation debt should be accompanied by a full analysis of the future operating and maintenance costs associated with the project.

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2. Generally, bonds cannot be issued for a longer maturity schedule than a conservative estimate of the useful life of the asset to be financed. The County will attempt to keep the average maturity of general obligation bonds at or below 12.5 years.
3. Whenever possible, the County will finance capital projects by using self-supporting revenue bonds. Revenue bonds assure the greatest degree of equity because those who benefit from a project and those who pay for a project are most closely matched.

H. Revenue Bonded Debt

1. It will be a long-term goal that any utility or enterprise will ensure future capital financing needs are met by using a combination of current operating revenues and revenue bond financing. Therefore a goal is established that 15% of total project costs should come from operating funds of the utility or enterprise.
2. It is County policy that each utility or enterprise should provide adequate debt service coverage. A specific factor is established by County Board of Supervisors that projected operating revenues in excess of operating expenses less capital expenditures, depreciation and amortization in the operating fund should be at least 1.25 times the annual debt service costs. Below is an example of the debt coverage calculation.

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Debt Coverage Example:

Operating Revenues	\$ 3,903,000
Operating Investment Income	<u>80,000</u>
Total Operating Revenue	\$ 3,983,000
Operating Expenses	\$ 3,840,000
Less: Depreciation and Amortization	<u>310,000</u>
Subtotal	\$ 3,530,000
Net Revenue Available for Debt Service	\$ 453,000 (1*)
Principal	\$ 75,000
Interest	<u>37,500</u>
Total Debt Service	\$ 112,500 (2*)
Debt Coverage Ratio (1* divided by 2*)	4.03

I. Short Term Financing/Capital Lease Debt

1. Short-term financing or capital lease debt will be considered to finance certain equipment and rolling stock purchases when the aggregate cost of equipment to be purchased exceeds \$25,000. Adequate funds for the repayment of principal and interest must be included in the requesting department's approved budget.
2. The term of short-term financing will be limited to the usual useful life period of the vehicle or equipment, but in no case will exceed ten years.
3. Departments requesting capital financing must have a budget appropriation approved by the Board of Supervisors. Departments shall submit documentation for approved purchases to the County Chief Financial Officer each year within ten days after the annual budget is adopted. The County Chief Financial Officer will consolidate all requests and may solicit competitive or negotiated proposals for capital financing to insure the lowest possible interest costs.

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J. Bi-Annual Review

The County Chief Financial Officer and the Auditor-Controller will schedule the Debt Policy for review and updating by the Board of Supervisors biennially.

RESPONSIBLE DEPARTMENTS

County Administrative Office
Auditor-Controller

REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS

BOARD MEETING DATE: October 2, 2018

CATEGORY: Regular - Public Works-7.

SUBJECT:

CSA No. 25-Keswick Water – Status Report

DEPARTMENT: Public Works

County Service Area No. 25-Keswick Water

Supervisory District No. : 2

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

STAFF REPORT APPROVED BY: Pat Minturn, Public Works Director

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

RECOMMENDATION

On behalf of County Service Area (CSA) No. 25-Keswick Water, direct the Public Works Director to enter into interconnection and annexation discussions with Shasta Community Services District.

SUMMARY

The Carr Fire has undermined the fiscal viability of CSA No. 25-Keswick Water.

DISCUSSION

County Service Area (CSA) No. 25-Keswick Water served 209 customers prior to the Carr Fire. Twenty-seven customers remain in place. On August 21, 2018, the Board assigned the impacted customer accounts to the lowest fee category (Vacation Status). The resulting revenues will be insufficient to fund ongoing operational costs. Water treatment plant operations are a major fixed cost for the CSA. Shasta Community Services District (CSD) could provide treated water to the CSA at a lower cost if the two distribution systems were interconnected. A temporary interconnection was installed two years ago while a storage tank was constructed. Shasta CSD has contracted with PACE Engineering, Inc. to prepare a Preliminary Engineering Report (PER) for a permanent interconnection. That PER is being funded through a grant from the U.S. Department of Agriculture (USDA) and similar grants are available for construction. Annexation of the CSA territory into the Shasta CSD service area may further promote fiscal sustainability.

ALTERNATIVES

The Board may decline to pursue collaborative opportunities with Shasta CSD at this time. The CSA is insolvent.

OTHER AGENCY INVOLVEMENT

Shasta CSD has accepted a USDA grant and contracted with PACE Engineering, Inc. to prepare the PER. The CSA Community Advisory Board supports the interconnection and annexation of the CSA territory into the Shasta CSD service

area. These recommendations have been reviewed by the County Administrative Office.

FINANCING

The CSA No. 25-Keswick Water Administration fund is currently in a negative cash position. Potential General Fund impact is unknown at this time.

REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS

BOARD MEETING DATE: October 2, 2018

CATEGORY: Regular - Public Works-8.

SUBJECT:

West Central Landfill Hydroseeding – Award Contract

DEPARTMENT: Public Works

Supervisory District No. : 2

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

STAFF REPORT APPROVED BY: Pat Minturn, Public Works Director

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

RECOMMENDATION

Take the following actions regarding the West Central Landfill Hydroseeding project: (1) Acknowledge the bid protest from Marina Landscape, Inc.; (2) reject the bid from Pronesti Environmental, Inc. as nonresponsive based on failure to meet the licensing requirements of the Notice to Bidders; and (3) award the contract for the “West Central Landfill Erosion Control Hydroseeding,” Contract No. 207519, to the lowest responsive and responsible bidder, Marina Landscape, Inc., on a unit cost basis, in the amount of \$101,160.

SUMMARY

The lowest responsible bidder on the West Central Landfill Hydroseeding project is Marina Landscape, Inc.

DISCUSSION

On August 14, 2018, the Board initiated bidding on the West Central Landfill Erosion Control Hydroseeding project. On September 6, 2018, four bids were received and opened. Pronesti Environmental, Inc. was the apparent low bidder. On September 10, 2018, a bid protest was received from Marina Landscape, Inc., the second low bidder, asserting that Pronesti Environmental did not possess either of the licenses prescribed by the Notice to Bidders (Class C-27 Landscape or Class C-61/D59 Hydroseeding). On September 12, 2018, a protest response was received from Pronesti Environmental countering that their Class A General Engineering license fulfilled the Notice to Bidders alternate licensing requirement allowing for “other appropriate license classification, or combination of license classifications which constitutes a majority of the Work.” The Contractors State Licensing Board (CSLB) has advised that a Class A license was not appropriate for the work.

ALTERNATIVES

The Board may decline to acknowledge the bid protest and low bidder’s licensing deficiency. CSLB has advised that the work is not covered by a Class A license. The Board may decline to award the contract.

OTHER AGENCY INVOLVEMENT

County Counsel has approved the contract documents as to form and reviewed the bid protest. Risk Management has reviewed and approved the contract documents. The recommendation has been reviewed by the County Administrative Office.

FINANCING

The total cost of this project, including engineering and contingencies is estimated to be \$120,000. Adequate funds have been included in the Adopted 2018/19 Solid Waste Budget. There is no General Fund impact.

ATTACHMENTS:

Description	Upload Date	Description
Bid Summary Detail	9/6/2018	Bid Summary Detail
Bid Protest Response Letter	9/21/2018	Bid Protest Response Letter

BID SUMMARY DETAIL

BID OPENING DATE September 6, 2018

**STATE OF CALIFORNIA
COUNTY OF SHASTA
DEPARTMENT OF PUBLIC WORKS**

PROJECT: West Central Landfill Erosion Control Hydroseeding
CONTRACT NO: 207519

PREPARED BY: John G. Heath
CHECKED BY: D. Ry

DATE: 9/6/18 **ENGINEER'S ESTIMATE**
DATE: 9/6/18 **SHASTA COUNTY
PUBLIC WORKS DEPT.**

NO	CODE	ITEM DESCRIPTION	UNITS	BID QUANTITY	UNIT PRICE	TOTAL
1	1	Erosion Control Hydroseeding	AC	36	\$ 2,835.00	\$ 102,060.00
TOTALS						\$ 102,060.00
PERCENTAGE UNDER OR OVER ENGINEER'S ESTIMATE----->						

ENGINEER'S ESTIMATE

**SHASTA COUNTY
PUBLIC WORKS DEPT.**

NO	CODE	ITEM DESCRIPTION	UNITS	BID QUANTITY	UNIT PRICE	TOTAL
1	1	Erosion Control Hydroseeding	AC	36	\$ 2,835.00	\$ 102,060.00
TOTALS						\$ 102,060.00
PERCENTAGE UNDER OR OVER ENGINEER'S ESTIMATE----->						

LOW BIDDER

Pronesti Environmental, Inc.
6301 Angelo Ct, Ste 10
Loomis, CA 95650
916-652-5832

UNIT PRICE	TOTAL
\$ 2,385.75	\$ 85,887.00
\$ 85,887.00	
-16%	

2nd BIDDER

Marina Landscape, Inc
3707 W. Garden Grove Blvd.
Orange, CA 92868
714-939-6600

UNIT PRICE	TOTAL
\$ 2,810.00	\$ 101,160.00
\$ 101,160.00	
-1%	

3rd BIDDER

Handford Applied Restoration
596 First Street East
Sonoma, CA 95476
707-996-6633

UNIT PRICE	TOTAL
\$ 3,788.00	\$ 136,368.00
\$ 136,368.00	
34%	

4th BIDDER

McEntire Landscaping
4475 Tanaya Ct, Ste B
Redding, CA 96003
530-245-4590

UNIT PRICE	TOTAL
\$ 3,980.00	\$ 143,280.00
\$ 143,280.00	
40%	



Shasta County

DEPARTMENT OF PUBLIC WORKS

1855 PLACER STREET
REDDING, CA 96001-1759
530.225.5661 530.225.5667 FAX
800.479.8022 California Relay Service at 700 or 800.735.2922

PATRICK J. MINTURN, DIRECTOR
C. TROY BARTOLOMEI, DEPUTY
SCOTT G. WAHL, DEPUTY

No. 207519

September 19, 2018

Pronesti Environmental, Inc.
6301 Angelo Ct, Suite 10
Loomis, CA 95650

Marina Landscape, Inc.
3707 W. Garden Grove Boulevard
Orange, CA 92868

Subject: West Central Landfill Erosion Control Hydroseeding,
Contract No. 207519

On September 6, 2018 bids were opened for the West Central Landfill Erosion Control Hydroseeding project. The apparent low bidder was Pronesti Environmental, Inc. On September 10, 2018 a letter of bid protest was received from Marina Landscape, Inc., the second low bidder. The protest contended that the low bidder, who has only a Class A license, did not meet the requirements of the Contract Documents which specified that work must be done by a contractor possessing either a C-27 Landscaping or C-61/D59 Hydroseeding license or "other appropriate license classification, or combination of license classifications which constitutes a majority of the work." On September 12, 2018 a protest response was received from Pronesti Environmental, Inc. which asserted that their Class A license met the definition of "other appropriate license classification" as provided by the Contract Documents.

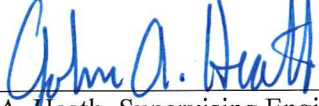
In pursuit of a resolution to this matter, the County consulted with the State of California's Department of Consumer Affairs Contractors State License Board (the "License Board"), which is responsible for overseeing the state's contractor licensing system. The License Board subsequently advised that the project's sole item of work, erosion control hydroseeding, by itself was not within the provisions of a Class A contractor's license, and that this type of work, when conducted separately from a larger scope of work befitting a Class A license, should be performed by a contractor possessing either a C-27 Landscaping or C-61/D59 Hydroseeding license.

Therefore, in accordance with the determination provided by the Contractors State License Board, the Department of Public Works will recommend to the Shasta County Board of Supervisors at their October 2, 2018 meeting that the low bid from Pronesti Environmental, Inc. be rejected based on failure to meet the correct licensing classification and, instead, the project be awarded to the second low bidder, Marina Landscape, Inc.

If you have any questions about this matter you may reach me at (530)245-6596 or via e-mail at jheath@co.shasta.ca.us.

Sincerely,

Patrick J. Minturn, Director

By 

John A. Heath, Supervising Engineer
Solid Waste Division