



SHASTA COUNTY

BOARD OF SUPERVISORS

1450 Court Street, Suite 308B
Redding, California 96001-1673
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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, December 4, 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 Jeff Flaherty, New Life Church of God

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 Information Technology Senior Information Technology Analyst, Timothy Blissett as Shasta County's Employee of the Month for December 2018.

No Additional General Fund Impact

Simple Majority Vote

R 2 Board Matters

Adopt a proclamation which designates December 7, 2018, as "Pearl Harbor Remembrance Day" in Shasta County.

No General Fund Impact

Simple Majority 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

Take the following actions regarding the Commission on Aging: (1) Reappoint Janet Tyrrel (District 1) and Larry Mower (District 5) to the Commission on Aging to continue in existing terms expiring January 2020; and (2) reappoint Betty

Harrison-Smith (District 2), Thomas Doyal-Watson (District 3), and Richard Kern (District 4) to the Commission on Aging to serve terms expiring January 2021.

No General Fund Impact

Simple Majority Vote

C 2 Clerk of the Board

Adopt a resolution which repeals Resolution No. 2013-122 and approves the Conflict of Interest Code for the Shasta County Office of Education.

No General Fund Impact

Simple Majority Vote

C 3 Clerk of the Board

Reappoint Lloyd Raeg and Kay Zimmerman to the Manton Joint Cemetery District Board of Trustees to continue serving in existing four year terms expiring December 2020.

No General Fund Impact

Simple Majority Vote

C 4 Clerk of the Board

Approve the minutes of the meeting held on November 13, 2018, as submitted.

No General Fund Impact

Simple Majority Vote

HEALTH AND HUMAN SERVICES

C 5 Health and Human Services Agency-Business and Support Services

Adopt a resolution which: (1) Repeals Resolution No. 2004-61 (Department of Social Services), Resolution No. 2009-016 (Health and Human Services Agency (HHSA)-Mental Health/Alcohol and Drug Services), and Resolution No. 2009-054 (HHSA-Public Health); and (2) adopts the records retention schedule for HHSA.

No Additional General Fund Impact

4/5 Vote

LAW AND JUSTICE

C 6 Public Defender

Approve and authorize the Chairman to sign a retroactive renewal agreement with David Ransom in an amount not to exceed \$8,812.50 to provide legal runner services for the period September 23, 2018, through August 31, 2019.

No Additional General Fund Impact

Simple Majority Vote

PUBLIC WORKS

C 7 Public Works

Approve and authorize the Chairman to sign an amendment, effective date of signing, to the agreement with Mikala Corp. dba A-1 Tree Service & Stump Removal to increase maximum compensation by \$45,000 for a new total not to exceed \$90,000, and retain the term July 24, 2017 through July 23, 2019.

No Additional General Fund Impact

Simple Majority Vote

C 8 Public Works

County Service Area No. 2-Sugarloaf Water

On behalf of County Service Area (CSA) No. 2-Sugarloaf Water, adopt a resolution which recognizes that the circumstances and factors that led to the September 11, 2018, proclamation of a local emergency due to low water production no longer exists and that the local emergency is hereby terminated.

No General Fund Impact

Simple Majority Vote

C 9 Public Works

Approve and authorize the Chairman to sign a retroactive amendment, effective October 1, 2018, to the contract with J & J Pumps, Inc., for pump maintenance repair, to increase compensation by \$55,000 for a new total not to exceed \$100,000, and retain the term October 23, 2017 through October 22, 2019, with one automatic one-year renewal.

No Additional General Fund Impact

Simple Majority Vote

C 10 Public Works

Approve and authorize the Public Works Director to sign a Notice of Completion for the "Old 44 Drive (3H05) at Oak Run Creek (6C-389) Bridge Replacement Project," Contract No. 705927, and record it within 15 days of actual completion.

No General Fund Impact

Simple Majority Vote

C 11 Public Works

Approve and authorize the Chairman to sign a retroactive contract with ThyssenKrupp Elevator Corporation for a total not to exceed \$45,000 to provide monthly maintenance services and repairs of elevators at the Shasta County Jail for the period December 1, 2018, through November 30, 2019, with one automatic one-year renewal.

No Additional General Fund Impact

Simple Majority Vote

C 12 Public Works

Approve and authorize the Public Works Director to sign a Notice of Completion for the "West Central Landfill Gas Collection and Control System Expansion – 2018," Contract No. 207515, and record it within 15 days of actual completion of the work.

No General Fund Impact

Simple Majority Vote

REGULAR CALENDAR, CONTINUED

GENERAL GOVERNMENT

R 3 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 a grant awarded to the California Highway Patrol Redding Areas Command to fund enhanced enforcement, a regional task force, and public awareness campaign related to driving under the influence of drugs or alcohol in Shasta County; and (3) receive Supervisors' reports on countywide issues.

No General Fund Impact

Simple Majority Vote

R 4 Administrative Office

Take the following actions: (1) Discuss the potential designation of a member of the Board of Supervisors to participate in the Shasta County jail operations review process; and (2) provide further direction to staff.

No Additional General Fund Impact

Simple Majority Vote

CLOSED SESSION ANNOUNCEMENT

**R 5 The Board of Supervisors will recess to a Closed Session to discuss the following items
(Est. 60 minutes):**

CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION

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

Names of Cases:

Benno, James, et al. v. County of Shasta, et al

Bradshaw, Robert v. Shasta County Board of Supervisors, et al.

County of Shasta, et al. v. Amerisourcebergen Drug Corporation

Coleman, James v. County of Shasta, et al.

County of Shasta v. Lincoln General Insurance Company, et al.

County of Tehama v. State Controller, DMV, State of California - (County of Shasta, Real Party in Interest)

Drake, Jim, et al. v. County of Shasta, et al.

Garcia, Katherine v. County of Shasta

Jewett, Everett, et al. v. California Forensic Medical Group, Inc., et al.

Medicine for our Military, et al. v. County of Shasta, et al.

Niedzwiecki, Kenneth F. v. Shasta County Sheriff Department

Pahl, Rose Mary v. Shasta County Jail

Wood, Benjamin v. McCormick, Jack, et al.

Wendy Pigott v. County of Shasta

PUBLIC EMPLOYEE PERFORMANCE EVALUATION

(Government Code section 54957):

Title: County Counsel

County Executive Officer

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:
12/11/2018	9:00 a.m.	Board of Supervisors Meeting	Board Chambers
12/18/2018		No Board of Supervisors Meeting Scheduled	
12/25/2018		Christmas Holiday	
01/01/2019		New Years Day	
01/08/2019	8:30 a.m.	Air Pollution Control Board Meeting	Board Chambers
01/08/2019	9:00 a.m.	Board of Supervisors Meeting	Board Chambers
01/15/2019	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: December 4, 2018

CATEGORY: BOARD MATTERS-1.

SUBJECT:

Shasta County Employee Recognition Program December 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 Information Technology Senior Information Technology Analyst, Timothy Blissett as Shasta County's Employee of the Month for December 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 December 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 Timothy Blissett, Senior Information Technology Analyst, Information Technology Department (IT) be recognized as the December 2018 Employee of the Month.

Mr. Blissett's customer service is top notch. When there is a technological issue in the Board of Supervisor's (BOS) Chamber, Mr. Blissett immediately responds and resolves the issue with minimal disruption to the Board and attendees. Mr. Blissett's assignment to the BOS chambers is challenging and demanding, but he meets every request with a

positive, professional, and efficient response.

When solutions to complex problems are needed, Mr. Blissett responds timely, always following up with options and recommendations. The Clerk of the Board staff were having ongoing challenges with scanner equipment not keeping up with the volume and speed necessary to handle workload. Mr. Blissett identified equipment which was quicker and better met staff's work needs. Mr. Blissett's solution has saved staff hours per week, turning frustration into productivity.

The CAO's office staff had a goal to create a more efficient and paperless way of submitting annual budgets. Mr. Blissett met with staff and provided options to implement E-Budgets. FY 2018-19 is the first year E-Budgets were utilized. The process and transition were seamless, thanks to Mr. Blissett's input, creativity, and implementation.

Mr. Blissett manages multiple departments, vendors, and types of software to meet a variety of requirements. He goes above and beyond to be proactive, such as setting up quarterly meetings with vendors, and reaching out to tackle system updates before they are required to be implemented.

Mr. Blissett is a great employee and an asset to the IT Department.

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 EOM December 2018	11/7/2018	Resolution EOM December 2018

RESOLUTION NO. _____

**A RESOLUTION OF THE BOARD OF SUPERVISORS
OF THE COUNTY OF SHASTA
RECOGNIZING TIMOTHY BLISSETT, SENIOR INFORMATION TECHNOLOGY ANALYST
OF THE SHASTA COUNTY INFORMATION TECHNOLOGY DEPARTMENT,
AS DECEMBER 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 Timothy Blissett, Senior Information Technology Analyst of the Shasta County Information Technology Department, is hereby named Shasta County Employee of the Month for December 2018; and

BE IT FURTHER RESOLVED that Mr. Blissett's customer service is top notch. When there is a technological issue in the Board of Supervisor's (BOS) Chamber, Mr. Blissett immediately responds and resolves the issue with minimal disruption to the Board and attendees. Mr. Blissett's assignment to the BOS chambers is challenging and demanding, but he meets every request with a positive, professional, and efficient response.

The CAO's office staff had a goal to create a more efficient and paperless way of submitting annual budgets. Mr. Blissett met with staff and provided options to implement E-Budgets. FY 2018-19 is the first year E-Budgets were utilized. The process and transition were seamless, thanks to Mr. Blissett's input, creativity, and implementation.

Mr. Blissett manages multiple departments, vendors, and types of software to meet a variety of requirements. He goes above and beyond to be proactive, such as setting up quarterly meetings with vendors, and reaching out to tackle system updates before they are required to be implemented.

Mr. Blissett is a great employee and an asset to the IT Department.

DULY PASSED AND ADOPTED this 4th day of December, 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: December 4, 2018

CATEGORY: BOARD MATTERS-2.

SUBJECT:

Honor Pearl Harbor Remembrance Day on December 7, 2018

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 December 7, 2018, as "Pearl Harbor Remembrance Day" in Shasta County.

SUMMARY

N/A

DISCUSSION

N/A

ALTERNATIVES

N/A

OTHER AGENCY INVOLVEMENT

N/A

FINANCING

N/A

ATTACHMENTS:

Description	Upload Date	Description
Pearl Harbor Remembrance Proclamation	11/26/2018	Pearl Harbor Remembrance Proclamation

Shasta County Board of Supervisors Proclamation

Pearl Harbor Remembrance Day December 7, 2018

WHEREAS, on December 7, 1941, “a date which will live in infamy,” nearly 200 Japanese aircraft attacked Pearl Harbor, Hawaii; and

WHEREAS, the raid, which lasted little more than one hour, left more than 2,400 dead and destroyed or disabled nearly the entire U.S. Pacific Fleet anchored in the harbor, as well as destroying approximately 200 U.S. aircraft; and

WHEREAS, the attack on Pearl Harbor brought about immediate United States entry into World War II, a Declaration of War being requested by President Franklin D. Roosevelt and approved by Congress on December 8, 1941; and many citizens of our community have given their lives while serving in the Armed Forces; and

WHEREAS, “Remember Pearl Harbor” became the rallying cry for the United States during World War II.

NOW, THEREFORE, BE IT RESOLVED that the Shasta County Board of Supervisors remembers and honors those Americans who lost their lives in, as well as those who survived, the Pearl Harbor devastation 77 years ago; and

BE IT FURTHER RESOLVED that the Shasta County Board of Supervisors hereby proclaims December 7, 2018 as **Pearl Harbor Remembrance Day** in Shasta County and presents this proclamation to the local Pearl Harbor survivors.

Les Baugh, Chairman

December 4, 2018

Date

REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS

BOARD MEETING DATE: December 4, 2018

CATEGORY: Consent - General Government-1.

SUBJECT:

Commission on Aging Reappointments

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 General Fund Impact

RECOMMENDATION

Take the following actions regarding the Commission on Aging: (1) Reappoint Janet Tyrrel (District 1) and Larry Mower (District 5) to the Commission on Aging to continue in existing terms expiring January 2020; and (2) reappoint Betty Harrison-Smith (District 2), Thomas Doyal-Watson (District 3), and Richard Kern (District 4) to the Commission on Aging to serve terms expiring January 2021.

SUMMARY

N/A

DISCUSSION

Government Code section 31000.1 authorizes the Board of Supervisors to establish commissions of citizens to study problems of general interest and to make reports and recommendations to the Board. Pursuant to that authority, the Board of Supervisors established, by resolution, the Shasta County Commission on Aging.

The Shasta County Commission on Aging is an advisory commission charged with the responsibility to study, review, evaluate, and make recommendations to the Board of Supervisors relative to any and all matters affecting senior citizens in the County of Shasta, including, but not limited to health, nutrition, education, employment, housing, transportation, recreation, and finance.

The Shasta County Commission on Aging is an eight member advisory body. Pursuant to the Commission on Aging Bylaws, Article III, Section 1, five members are appointed by the Board of Supervisors, one from each supervisory district. The cities of Anderson, Redding, and Shasta Lake also appoint one member each.

Pursuant to the Commission on Aging Bylaws, Title III, Section 3, members are appointed for two-year terms. Members appointed from Supervisory Districts 1 and 5 expire in even-numbered years, while members from Supervisory Districts 2, 3, and 4 expire in odd-numbered years.

Supervisors' appointees from Districts 1 and 5 were due for renewal in January 2018. Appointees from Districts 2, 3, and 4 will be due for renewal in January 2019.

ALTERNATIVES

The Board could choose not to make the appointment or defer action to a later date.

OTHER AGENCY INVOLVEMENT

County Counsel reviewed the recommendation.

FINANCING

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

REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS

BOARD MEETING DATE: December 4, 2018

CATEGORY: Consent - General Government-2.

SUBJECT:

Conflict of Interest Code for the Shasta County Office of Education.

DEPARTMENT: Clerk of the Board

Supervisory District No. : 3

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 resolution which repeals Resolution No. 2013-122 and approves the Conflict of Interest Code for the Shasta County Office of Education.

SUMMARY

Government Code section 87300 mandates local government agencies to adopt and promulgate a Conflict of Interest (COI) code for each respective agency. Government Code section 87303 provides that a conflict of interest code shall not be effective until it has been approved by the code reviewing body. The Shasta County Office of Education qualifies as a “local government agency” under Government Code section 82041. Government Code section 82011(b) defines the Board of Supervisors as the code reviewing body for local government agencies, other than city agencies, with jurisdiction wholly within the County.

DISCUSSION

As the Board of Supervisors is the “code reviewing body,” the Board of Supervisors approved the Shasta County Office of Education COI code on November 5, 2013, pursuant to Resolution No. 2013-122.

Government Code section 87306.5 requires the County, as the code reviewing body, in every even-numbered year, to direct every local agency to review its COI Code, and, if a change in its code is required, to submit an amended COI Code to the Board of Supervisors. The Clerk of the Board sent this 2018 Biennial Notice to the Shasta County Office of Education.

In response to the 2018 Biennial Notice, the Shasta County Office of Education determined a revision to their COI Code was necessary. The revised COI Code was approved by Shasta County Office of Education on August 8, 2018, and the revised COI Code was forwarded to the Board of Supervisors for its approval. It is requested that the Board of Supervisors adopt a resolution which repeals Resolution No. 2013-122 and approves the COI Code of the Shasta County Office of Education.

ALTERNATIVES

The Board of Supervisors may choose not to approve the COI Code; however, this will leave the Shasta County Office of Education out of compliance with Government Code section 87303 and the California Fair Political Practices Commission regulations.

OTHER AGENCY INVOLVEMENT

County Counsel has reviewed the COI Code and is of the opinion that it satisfies the minimum statutory requirements for a COI Code.

FINANCING

There is no General Fund impact associated with the recommendation.

ATTACHMENTS:

Description	Upload Date	Description
Exhibit A	11/14/2018	Exhibit A
COI Resolution SC Office of Education	11/28/2018	COI Resolution SC Office of Education

Shasta COE Board Bylaw Conflict Of Interest

**BB 9270
Board Bylaws**

The Shasta County Board of Education desires to maintain the highest ethical standards and help ensure that decisions are made in the best interest of the Shasta County Office of Education and the public. In accordance with law, County Board members and designated employees shall disclose any conflict of interest and, as necessary, shall abstain from participating in the decision or discussions that could affect or be effected by those interests, especially, as prohibited by Government Code 1090, those interests related to contracts. The County Board shall consult legal counsel whenever an actual or potential conflict of interest arises.

(cf. 9005 - Governance Standards)

Conflict of Interest Code

The County Board shall adopt a resolution that specifies the terms of the County Office's conflict of interest code, the County Office's designated positions, and the disclosure categories required for each position.

Upon direction by the code reviewing body, the County Board shall review the County Office's conflict of interest and submit any changes to the code reviewing body. The conflict of interest code must be approved by the appropriate code reviewing body. Upon request by the code reviewing body, the County Board shall review the conflict of interest code and submit any changes to the code reviewing body.

When a change in the County Office's conflict of interest code is necessitated due to changed circumstances, such as the creation of new designated positions, changes to the duties assigned to existing positions, amendments or revisions, the amended code shall be submitted to the code reviewing body within 90 days. (Government Code 87306)

When reviewing and preparing conflict of interest codes, the County Office shall provide officers, employees, consultants and members of the community adequate notice and a fair opportunity to present their views. (Government Code 87311)

(cf. 9320 - Meetings and Notices)

County Board members and designated employees shall annually file a Statement of Economic Interest/Form 700 in accordance with the disclosure categories specified in the County Office's conflict of interest code. A County Board member who leaves office or a designated employee who leaves County Office employment shall, within 30 days, file a revised statement covering

the period of time between the closing date of the last statement and the date of leaving office or County Office employment. (Government Code 87302, 87500)

(cf. 4117.2/4217.2/4317.2 - Resignation)

(cf. 9222 - Resignation)

Conflict of Interest under the Political Reform Act

A County Board member or designated employee shall not make, participate in making, or in any way use or attempt to use his/her official position to influence a governmental decision in which he/she knows or has reason to know that he/she has a disqualifying conflict of interest. A conflict of interest exists if the decision will have a "reasonably foreseeable material financial effect" on one or more of the County Board member's or designated employee's "economic interests," unless the effect is indistinguishable from the effect on the public generally or the County Board member's or designated employee's participation is legally required. (Government Code 87100, 87101, 87103; 2 CCR 18700-18709)

A County Board member or designated employee makes a governmental decision when, acting within the authority of his/her office or position, he/she votes on a matter, appoints a person, obligates or commits the County Office to any course of action, or enters into any contractual agreement on behalf of the County Office. (2 CCR 18702.1)

A County Board member who has a disqualifying conflict of interest on an agenda item that will be heard in an open meeting of the County Board shall abstain from voting on the matter. He/she may remain on the dais, but his/her presence shall not be counted towards achieving a quorum for that matter. A County Board member with a disqualifying conflict of interest shall not be present during a closed session meeting of the County Board when the decision is considered and shall not obtain or review a recording or any other nonpublic information regarding the issue. (2 CCR 18702.1)

Additional Requirements for Boards that Manage Public Investments

A County Board member who manages public investments pursuant to Government Code 87200 and who has a financial interest in a decision shall, upon identifying a conflict or potential conflict of interest and immediately prior to the consideration of the matter, do all of the following: (Government Code 87105; 2 CCR 18702.5)

1. Publicly identify each financial interest that gives rise to the conflict or potential conflict of interest in detail sufficient to be understood by the public, except that disclosure of the exact street address of a residence is not required.
2. Recuse himself/herself from discussing and voting on the matter, or otherwise acting in violation of Government Code 87100. The County Board member shall not be counted toward achieving a quorum while the item is discussed.

However, the County Board member may speak on the issue during the time that the general

public speaks on it and may leave the dais to speak from the same area as members of the public. He/she may listen to the public discussion of the matter with members of the public.

3. Leave the room until after the discussion, vote, and any other disposition of the matter is concluded, unless the matter has been placed on the portion of the agenda reserved for uncontested matters.

If the item is on the consent calendar, the County Board member must recuse himself/herself from discussing or voting on that matter, but the County Board member is not required to leave the room during consideration of the consent calendar.

4. If the County Board's decision is made during closed session, disclose his/her interest orally during the open session preceding the closed session. This disclosure shall be limited to a declaration that his/her recusal is because of a conflict of interest pursuant to Government Code 87100. He/she shall not be present when the item is considered in closed session and shall not knowingly obtain or review a recording or any other nonpublic information regarding the County Board's decision.

(cf. 3430 - Investing)

Conflict of Interest under Government Code 1090

County Board members, employees, or County Office consultants shall not be financially interested in any contract made by the County Board on behalf of the County Office, including in the development, preliminary discussions, negotiations, compromises, planning, reasoning, and specifications and solicitations for bids. If a County Board member has such a financial interest, the County Office is barred from entering into the contract. (Government Code 1090; Klistoff v. Superior Court, (2007) 157 Cal.App. 4th 469)

A County Board member shall not be considered to be financially interested in a contract if his/her interest is a "noninterest" as defined in Government Code 1091.5. ~~One such noninterest is when a County Board member's spouse/registered domestic partner has been a County Office employee for at least one year prior to the County Board member's election or appointment. (Government Code 1091.5)~~

A County Board member shall not be considered to be financially interested in a contract if he/she has only a "remote interest" in the contract as specified in Government Code 1091 and if the remote interest is disclosed during a County Board meeting and noted in the official County Board minutes. The affected County Board member shall not vote or debate on the matter or attempt to influence any other County Board member to enter into the contract. (Government Code 1091)

To avoid the appearance of impropriety, County Board members may decide not to participate in any discussion or action involving contracts where his/her interest is a "noninterest" or "remote interest" as described in Education Code 1091 and 1091.5.

~~Even if there is not a prohibited conflict of interest, a County Board member shall abstain from voting on personnel matters that uniquely affect his/her relatives. However, a County Board member may vote on collective bargaining agreements and personnel matters that affect a class of employees to which his/her relative belongs. Relative means an adult who is related to the County Board member by blood or affinity within the third degree, as determined by the common law, or an individual in an adoptive relationship within the third degree. (Education Code 35107)~~

~~A relationship within the third degree includes an individual's parents, grandparents, great-grandparents, children, grandchildren, great-grandchildren, brothers, sisters, aunts, uncles, nieces, nephews, and the similar family of the individual's spouse/registered domestic partner unless the individual is widowed or divorced.~~

Common Law Doctrine Against Conflict of Interest

~~A County Board member shall abstain from any official action in which his/her private or personal interest may conflict with his/her official duties.~~

A County Board member shall abstain from any official action in which his/her private or personal interest may conflict with his/her official duties. The County Board shall consult legal counsel whenever an actual or potential conflict of interest arises.

Even if there is not a prohibited conflict of interest, a County Board member shall abstain from voting on personnel matters that uniquely affect his/her relatives. However, a County Board member may vote on collective bargaining agreements and personnel matters that affect a class of employees to which his/her relative belongs. Relative means an adult who is related to the County Board member by blood or affinity within the third degree, as determined by the common law, or an individual in an adoptive relationship within the third degree. (Education Code 35107)

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A relationship within the third degree includes an individual's parents, grandparents, great-grandparents, children, grandchildren, great-grandchildren, brothers, sisters, aunts, uncles, nieces, nephews, and the similar family of the individual's spouse/registered domestic partner unless the individual is widowed or divorced.

Rule of Necessity or Legally Required Participation

On a case-by-case basis and upon advice of legal counsel, a County Board member with a financial interest in a contract may participate in the making of the contract if the rule of necessity or legally required participation applies pursuant to Government Code 87101 and 2 CCR 18708.

Incompatible Offices and Activities

County Board members shall not engage in any employment or activity or hold any office which is inconsistent with, incompatible with, in conflict with, or inimical to the County Board member's duties as an officer of the Shasta County Office of Education. (Government Code 1099, 1126)

(cf. 4136/4236/4336 - Nonschool Employment)

Gifts

County Board members and designated employees may accept gifts only under the conditions and limitations specified in Government Code 89503 and 2 CCR 18730.

The limitations on gifts does not apply to wedding gifts and gifts exchanged between individuals on birthdays, holidays and other similar occasions, provided that the gifts exchanged are not substantially disproportionate in value. (Government Code 89503)

Gifts of travel and related lodging and subsistence shall be subject to the current gift limitation except as described in Government Code 89506.

A gift of travel does not include travel provided by the County Office for County Board members and designated employees. (Government Code 89506)

Honoraria

County Board members and designated employees shall not accept any honorarium, which is defined as any payment made in consideration for any speech given, article published, or attendance at any public or private gathering, in accordance with law. (Government Code 89501, 89502)

The term honorarium does not include: (Government Code 89501)

1. Earned income for personal services customarily provided in connection with a bona fide business, trade or profession unless the sole or predominant activity of the business, trade or profession is making speeches
2. Any honorarium which is not used and, within 30 days after receipt, is either returned to the donor or delivered to the County Office for donation into the general fund without being claimed as a deduction from income for tax purposes

INCORPORATION OF MODEL CONFLICT OF INTEREST CODE BY REFERENCE

The provisions of 2 CCR 18730 and any amendments to it adopted by the Fair Political Practices Commission, together with the attached Appendix specifying designated positions and disclosure categories, are incorporated by reference and shall constitute the County Office's conflict of interest code.

APPENDIX

County Board members and designated employees shall file a Statement of Economic Interest/Form 700 in accordance with the disclosure categories listed in the attached Appendix. The Statement of Economic Interest shall be filed with the County Office's filing officer and/or, if so required, with the County Office's code reviewing body. The County Office's filing officer shall make the statements available for public review and inspection.

Designated Positions/Disclosure Categories

1. Category 1: A person designated Category 1 shall disclose:

- a. Interests in real property located entirely or partly within County Office boundaries, or within two miles of County Office boundaries or of any land owned or used by the County Office.
- b. Investments or business positions in or income from sources which are engaged in the acquisition or disposal of real property within the County Office, are contractors or subcontractors which are or have been within the past two years engaged in work or services of the type used by the County Office or manufacture or sell supplies, books, machinery or equipment of the type used by the County Office.

2. Category 2: A person designated Category 2 shall disclose:

- a. Investments or business positions in or income from sources which are contractors or subcontractors engaged in work or services of the type used by the department which the designated person manages or directs.
- b. Investments or business positions in or income from sources which manufacture or sell supplies, books, machinery or equipment of the type used by the department which the designated person manages or directs. For the purposes of this category, a principal's department is his/her entire school.

3. Full Disclosure: Because it has been determined that the County Office's County Board members and/or Shasta County Superintendent of Schools "manage public investments," they and other persons designated for "full disclosure" shall disclose, in accordance with Government Code 87200:

- a. Interests in real property located entirely or partly within district boundaries, or within two miles of district boundaries, or of any land owned or used by the district.
- b. Investments, business positions, and sources of income, including gifts, loans, and travel payments.

Designated Positions

Designated Position Disclosure Category

County Board Members	Full Disclosure
County Superintendent of Schools	Full Disclosure
Assistant/Associate Superintendent	Full Disclosure
Coordinators	2
Directors	2
Managers	2
Principals	2

Disclosures for Consultants

Consultants are designated employees who must disclose financial interests as determined on a case-by-case basis by the County Superintendent or designee. The County Superintendent or designee's written determination shall include a description of the consultant's duties and a statement of the extent of disclosure requirements based upon that description. All such determinations are public records and shall be retained for public inspection along with this conflict of interest code.

A consultant is an individual who, pursuant to a contract with the County Office, makes a governmental decision whether to: (2 CCR 18701)

1. Approve a rate, rule or regulation
2. Adopt or enforce a law
3. Issue, deny, suspend or revoke a permit, license, application, certificate, approval, order or similar authorization or entitlement
4. Authorize the County Office to enter into, modify or renew a contract that requires County Office approval
5. Grant County Office approval to a contract that requires County Office approval and in which the County Office is a party, or to the specifications for such a contract
6. Grant County Office approval to a plan, design, report, study or similar item
7. Adopt or grant County Office approval of County Office policies, standards or guidelines

A consultant is also an individual who, pursuant to a contract with the County Office, serves in a staff capacity with the County Office and in that capacity participates in making a governmental decision as defined in 2 CCR 18702.2 or performs the same or substantially all the same duties for the County Office that would otherwise be performed by an individual holding a position specified in the County Office's Conflict of Interest Code. (2 CCR 18701)

Legal Reference:

EDUCATION CODE

1006 Qualifications for holding office

35107 School district employees

35230-35240 Corrupt practices, especially:

35233 Prohibitions applicable to members of governing boards

41000-41003 Moneys received by school districts

FAMILY CODE

297.5 Rights, protections, and benefits of registered domestic partners

GOVERNMENT CODE

1090-1099 Prohibitions applicable to specified officers

1125-1129 Incompatible activities

81000-91014 Political Reform Act of 1974, especially:

82011 Code reviewing body

87100-87103.6 General prohibitions

87200-87210 Disclosure

87300-87313 Conflict of interest code

87500 Statements of economic interests

89501-89503 Honoraria and gifts

91000-91014 Enforcement

PENAL CODE

85-88 Bribes

CODE OF REGULATIONS, TITLE 2

18110-18997 Regulations of the Fair Political Practices Commission, especially:

18702.5 Public identification of a conflict of interest for Section 87200 filers

COURT DECISIONS

Klistoff v. Superior Court, (2007) 157 Cal.App.4th 469

Thorpe v. Long Beach Community College District, (2000) 83 Cal.App.4th 655

Kunec v. Brea Redevelopment Agency, (1997) 55 Cal.App.4th 511

ATTORNEY GENERAL OPINIONS

92 Ops.Cal.Atty.Gen. 26 (2009)

92 Ops.Cal.Atty.Gen. 19 (2009)

89 Ops.Cal.Atty.Gen. 217 (2006)

86 Ops.Cal.Atty.Gen. 138(2003)

85 Ops.Cal.Atty.Gen. 60 (2002)

82 Ops.Cal.Atty.Gen. 83 (1999)

81 Ops.Cal.Atty.Gen. 327 (1998)

80 Ops.Cal.Atty.Gen. 320 (1997)

69 Ops.Cal.Atty.Gen. 255 (1986)

68 Ops.Cal.Atty.Gen. 171 (1985)

65 Ops.Cal.Atty.Gen. 606 (1982)

63 Ops.Cal.Atty.Gen. 868 (1980)

Management Resources:

CSBA PUBLICATIONS

Conflict of Interest: Overview of Key Issues for Governing Board Members, Fact Sheet, July 2010

FAIR POLITICAL PRACTICES COMMISSION PUBLICATIONS

Can I Vote? A Basic Overview of Public Officials' Obligations Under the Conflict-of-Interest Rules, 2005

INSTITUTE FOR LOCAL GOVERNMENT PUBLICATIONS

Understanding the Basics of Public Service Ethics: Personal Financial Gain Laws, 2009

Understanding the Basics of Public Service Ethics: Transparency Laws, 2009

WEB SITES

CSBA: <http://www.csba.org>

Fair Political Practices Commission: <http://www.fppc.ca.gov>

Institute of Local Government: <http://www.ca-ilg.org>

Bylaw SHASTA COUNTY OFFICE OF EDUCATION

adopted: August 22, 2001 Redding, California

revised: September 13, 2006

revised: October 13, 2010

revised: December 14, 2011

revised: August 8, 2018

SHASTA COUNTY BOARD OF EDUCATION

Shasta County Office of Education

1644 Magnolia Ave.

Redding, CA 96001

August 8, 2018

Adopted Minutes

1. CALL MEETING TO ORDER

The meeting was called to order by President Manuel at 1:34 p.m.

Members Present

Kathy Barry

Rhonda Hull

Laura Manuel, President

Denny Mills

Elizabeth "Buffy" Tanner

Members Absent

Diane Gerard

Steve MacFarland, Vice-President

Administrators Present

Judy Flores, Shasta County Superintendent of Schools

Adam Hillman, Associate Superintendent, Administrative Services

Jennifer Baker, Associate Superintendent, Instructional Services

Others Present

Laurie Zambrano, Executive Assistant (Recording Secretary)

(NOTE: The following listed their name and representation on a sign-in sheet, there may have been others in attendance. Those in attendance may have attended only a portion of the meeting.)

De' An Chambless, Dan Ostrowski, Lori Harrison, Melissa Killgore, Kelly Rizzi, Trudy Pellizzari, Nate Fairchild, Rebecca Lewis~SCOE

2. PLEDGE OF ALLEGIANCE

President Manuel led the Pledge of Allegiance.

3. APPROVAL OF AGENDA

ACTION: Board Member Tanner moved to approve the Agenda as submitted.
Board Member Hull seconded the motion. The motion was passed by majority vote as follows:

AYES: Barry, Hull, Manuel, Mills, Tanner

NOES:

ABSTENTIONS:

ABSENT: Gerard, MacFarland

4. HEARING OF PERSONS WISHING TO ADDRESS THE BOARD

There were none.

5. APPROVAL OF CONSENT AGENDA

5.1. Board:

5.1.1. July 11, 2018 Regular Board Meeting Minutes

5.1.2. Excuse Board Member Gerard's Absence at July 11, 2018 Regular Board Meeting for Reasons Deemed Acceptable to the Board per Board Bylaw Administrative Regulation 9250 and Education Code 1090

5.1.3. Excuse Board Member MacFarland's Absence at August 8, 2018 Regular Board Meeting for Reasons Deemed Acceptable to the Board per Board Bylaw Administrative Regulation 9250 and Education Code 1090

5.2. Administrative Services:

5.2.1. Credentials and Oaths for Temporary Certificates

5.2.2. Proposed Revisions to Board Bylaw 9270 - Conflict of Interest

5.3. Instructional Services:

5.3.1. Donation/Gift Acceptance from City of Redding

5.3.2. Donation/Gift Acceptance from Crystal Geyser

ACTION: Board Member Hull moved to approve the Consent Agenda as submitted.
Board Member Tanner seconded the motion. The motion was passed by majority vote as follows:

AYES: Barry, Hull, Manuel, Mills, Tanner

NOES:

ABSTENTIONS:

ABSENT: Gerard, MacFarland

6. INFORMATION

Materials were provided in the Board agenda packet for the following Information items, no discussion took place during the Board meeting unless otherwise noted below.

6.1. Administrative Services:

6.1.1. General Fund Board Report

6.2. Instructional Services:

6.2.1. Quarterly Report on Williams Uniform Complaints

6.3. Board:

6.3.1. Quarterly Report on Requests from Community/Agency for Funding/In-Kind Services

7. RECOGNITION

7.1. Community Advisory Committee Award for Exemplary Program to Early Intervention Program Team

This item was postponed due to EIP staff not available.

8. DEPARTMENT UPDATE/REPORT

8.1. Curriculum and Instruction Department Update

Rebecca Lewis, Executive Director of Curriculum & Instruction introduced her team and walked the Board through a PowerPoint. Rebecca explained who they are, what they do, and the goals of the department. She added that an additional service they will provide this year to no charge to the districts is Trauma Informed Practices presented by Kelly Rizzi and Stephanie Alexander of SCOE to assist districts and schools impacted by the Carr Fire.

Other items mentioned were: Planetarium shows continue to sell out, Sherry Rodgers will take the lead on Career Day and, there was not much administrative turn over in the districts this year.

In addition, there was discussion regarding the program at the Whiskeytown Environment School (WES) and the effect the Carr Fire will have on their programs this school year. Superintendent Flores shared that SCOE had been asked to provide estimates for damage at WES which provided an opportunity for Adam Hillman, Associate Superintendent and Dan Ostrowski, Executive Director of

Facilities, Maintenance & Operations to have an escorted visit to the camp. During the visit they were able to take pictures which they shared with the Board. They explained the areas that were destroyed or damaged as well as the areas that were found intact. Nate Fairchild, Program Director explained that the Park Service currently has an interim director which could add to the length of time for finding a resolution. The most important question for the Park Service is to find out when SCOE can gain permanent access to the camp. Districts will want to know if the camp will be open for students in January.

Photos were also shared of the Shasta House which houses naturalists who work at WES Camp. The Shasta House did not sustain any damage.

Board Members requested that the pictures of the areas of the camp that were not damaged be posted to Facebook to show a positive and to counter rumors the camp was destroyed.

8.2. Report from Neuro-Sequential Model Conference

Kelly Rizzi, Allyson Harris and Gina Murphy attended the Neuro-Sequential Model Conference in Banff, Canada. Kelly shared concepts acquired at the Trauma Academy Symposium. She led the Board in several breathing exercises to demonstrate self-regulation strategies that she, Allyson and Gina teach to both students and teachers. Kelly said these techniques are truly changing lives. She also shared a short video that demonstrated how toxic stress derails healthy development.

9. BOARD BUSINESS

9.1. Board Comments/Discussion/Reports/Correspondence:

9.1.1. Schedule Time and Propose Location/Agenda Items for September 26, 2018

Board Planning Session

Board Member Tanner suggested checking with First 5 for classroom space. It was also noted that From the Hearth downtown has a meeting room available to rent. It was determined the meeting will start at 10:00 a.m. The agenda will be mission, vision, goals, and other topics the Board is interested in. Suggestions were: school test data/CAASPP results, bullying, and ADA as a result of the Carr Fire.

Board Member Tanner shared about a six week YMCA summer program called Power Scholars. The program was designed for at risk elementary school students. She said it was a dynamic program and would like to invite Kristen Lyons, CEO of the Shasta Family YMCA to a Board Meeting to report on the program.

10. SUPERINTENDENT'S REPORT

10.1. Community Connection – Help Me Grow

Lori Harrison, Program Director of Family & Community Support Services and Melissa Kilgore, Coordinator of Help Me Grow passed out a brochure that will be distributed throughout the community announcing the Help Me Grow program in Shasta County. Lori shared that Help Me Grow is a collaboration with numerous agencies including Dignity Health, United Way, First 5, 211, etc. 211 will be referring any calls regarding developmental issues or families to Early Childhood (ECS) and the Help Me Grow program. As the coordinator of the program, Melissa will be compiling a database with information she gathers when connecting with families that will be shared across agencies. She will also be assisting the families to connect with whatever services they need. In addition, she will carry their caseload and assist them throughout the entire process. Help Me Grow is a nationwide program and ECS is currently working with Tehama County to start the program there.

This program is funded through a First 5 grant and is currently for 18 months however; Lori was confident the program would continue beyond the grant.

10.2 Other Comments

Superintendent Flores provided an update on the Carr Fire and her involvement on behalf of the students and schools in Shasta County. She spoke of relationships built with CDE and multiple agencies working in collaboration on healing the community and supporting our schools and districts. She said the Redding Police Department contacted her to attend the Cooperators' Meeting where numerous agencies gather daily with a priority to keep people safe and determine when areas are ready for repopulation following evacuation orders. There are status updates at these meetings that Superintendent Flores passes on to all the District Superintendents. She has also created a spreadsheet where she logs in the status of each school including the damage, evacuation orders, the condition of the schools, the number of staff and students who have lost homes, etc. She reported that 8 SCOE employees have lost homes and 55 employees had been evacuated.

In addition, she shared that 272 students have been identified as losing their homes representing 45 schools in Shasta County. She added that the Gateway School District reported 17 of their staff members lost homes. She told about the two Go Fund Me accounts SCOE created which include one for SCOE staff who lost their homes and one for Shasta County students.

She expanded on the needs the districts will face which includes providing transportation for students who have been displaced to be able to return to their previous school. She also talked about the great need for counseling services and even the basics like shoes for displaced children.

Associate Superintendent Jennifer Baker shared about ways SCOE has helped at the Local Assistance Center (LAC). SCOE was able to provide support to the community and be there to help them through a very difficult time. It was both a rewarding and emotional experience for those who were there working on behalf of SCOE.

The Board discussed various ways SCOE might be able to help. Board Member Barry suggested contacting Art McBride to receive a donation from the Linda McBride fund. Superintendent Flores will also meet with the Shasta Community Foundation.

Superintendent Flores distributed two handouts that were shared with district superintendents and charter school leaders when she met with them on July 31 for an initial conversation about next steps after the fire, one titled Next Steps following the Carr Fire from an LEA meeting held on July 31, 2018. The other handout was titled Wildfire Recovery, FAQs for School Districts and Superintendents.

11. DISCUSSION/ACTION**11.1. Proposed Revisions to Board Policy 1312.3 – Community Relations – Uniform Complaint Procedures**

ACTION: Board Member Tanner moved to approve item 11.1 as submitted.
Board Member Hull seconded the motion. The motion was passed by majority vote as follows:

AYES: Barry, Hull, Manuel, Mills, Tanner
NOES:
ABSTENTIONS:
ABSENT: Gerard, MacFarland

11.2. Proposed Revisions to Exhibit 5117.1 – Interdistrict Attendance Appeal Handbook

ACTION: Board Member Mills moved to approve item 11.2 as submitted.
Board Member Hull seconded the motion. The motion was passed by majority vote as follows:

AYES: Barry, Hull, Manuel, Mills, Tanner
NOES:
ABSTENTIONS:
ABSENT: Gerard, MacFarland

12. MEETING FEEDBACK/SUGGESTIONS FOR FUTURE AGENDA ITEMS

Invite Kristen Lyons Power Scholars/YMCA to an upcoming Board Meeting

Fire Update

Wes Camp Update

Board members would like to be advised of opportunities to volunteer.

13. REMINDERS/UPCOMING EVENTS

- **August 13, 2017 – All Call at Shasta College**
8:00-10:30 a.m. Meeting in Theatre (building 500)

14. NEXT MEETING – September 12, 2018, 1:30 p.m. at Shasta County Office of Education, 1644 Magnolia Ave., Redding, CA 96001

15. ADJOURN

President Manuel adjourned the meeting at 4:46 p.m.

Respectfully submitted,



Judy Flores, Shasta County Superintendent of Schools
Ex-Officio Secretary to the Board

RESOLUTION NO. 2018-XXX

**A RESOLUTION OF THE BOARD OF SUPERVISORS
OF THE COUNTY OF SHASTA
REPEALING RESOLUTION NO. 2013-122 AND
APPROVING THE REVISED CONFLICT OF INTEREST CODE
FOR THE SHASTA COUNTY OFFICE OF EDUCATION**

WHEREAS, the Political Reform Act, Government Code Sections 81000, *et seq.*, requires state and local government agencies to adopt and promulgate conflict of interest codes; and

WHEREAS, the County of Shasta is the code-reviewing body for the Shasta County Office of Education; and

WHEREAS, the Board of Supervisors of the County of Shasta approved the conflict of interest code for the Shasta County Office of Education on November 5, 2013, by establishing Resolution No. 2013-122; and

WHEREAS, the Shasta County Office of Education has adopted a revised conflict of interest code, which is attached as Exhibit A and incorporated herein.

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of the County of Shasta repeals Resolution No. 2013-122 and approves the revised Conflict of Interest Code for the Shasta County Office of Education, which is attached as Exhibit A and incorporated herein.

DULY PASSED AND ADOPTED this 4th day of December, 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: December 4, 2018

CATEGORY: Consent - General Government-3.

SUBJECT:

Reappointments to Manton Joint Cemetery District Board of Directors.

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

Reappoint Lloyd Raeg and Kay Zimmerman to the Manton Joint Cemetery District Board of Trustees to continue serving in existing four year terms expiring December 2020.

SUMMARY

Each year, the Board of Supervisors considers making appointments and reappointments to various committees, commissions, and boards where terms of office are expiring.

DISCUSSION

The Manton Joint Cemetery District is a public cemetery district created pursuant to Health and Safety Code sections 9000 et seq. which authorized the creation of public cemetery districts to assume responsibility for the ownership, improvement, expansion, and operation of cemeteries and the provision of interment services.

The Manton Joint Cemetery District Board of Trustees is a five-member governing board that serves four-year staggered terms. Since the cemetery district contains territory in both Shasta County and Tehama County, with Tehama County having the greater portion of the district's territory, three positions are appointed by the Tehama County Board of Supervisors and two positions are appointed by the Shasta County Board of Supervisors in accordance with Health & Safety Code section 9021. 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.

Lloyd Raeg and Kay Zimmerman currently serve as the Shasta County Board of Supervisors' appointees to the Manton Joint Cemetery District. Their four year terms expired in 2016. Pursuant to Health & Safety Code section 9024, they have continued in office until the appointment and qualification of their successors. At the Manton Joint Cemetery District Board Meeting on October 19, 2018, the Trustees recommended that the Board of Supervisors reappoint Members Raeg and Zimmerman to continue serving in the existing four year terms to expire December 2020. Minutes from this meeting are

attached.

Both Lloyd Raeg and Kay Zimmerman are registered voters in the district and are qualified to serve under Health & Safety Code section 9022.

ALTERNATIVES

The Board of Supervisors could choose not to make one or both of the reappointments, or consider some other individual for appointment.

OTHER AGENCY INVOLVEMENT

County Counsel reviewed the recommendation. The Manton Joint Cemetery District Board of Directors supports the recommendation.

FINANCING

There is no financial impact to the County.

ATTACHMENTS:

Description	Upload Date	Description
Manton Joint Cemetery District Minutes	11/15/2018	Manton Joint Cemetery District Minutes

10/19/2018

**Clerk of the Board
1450 Court Street
Suite 308B
Redding, CA 96001**

RE: Manton Joint Cemetery District:
Vacancies and Expiring Terms
Contact Information Change

Expiring Terms

The following cemetery board members terms expired on 12/1/2016, and have continued to serve continuously since the expiration. These members are also seeking reappointment to new terms:

Kay Zimmerman
Lloyd Raeg

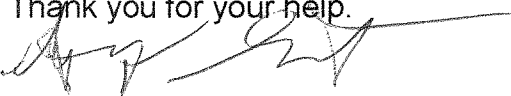
Contact Information Change

Barbara Karry has retired and is no longer holding the position of Board Secretary. Please remove her name and address from your contact information for the cemetery district.

The cemetery board is recruiting for the open Secretary position but has not yet filled the position. Please address all correspondence to the following:

Manton Joint Cemetery District
PO Box 621
Manton, CA 96059
Attn: Board Secretary

Thank you for your help.


George Swetzer
Board Chair, Manton Joint Cemetery District
PO Box 621
Manton, CA 96059

RECEIVED
OCT 29 2018
CLERK OF THE BOARD

REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS

BOARD MEETING DATE: December 4, 2018

CATEGORY: Consent - General Government-4.

SUBJECT:

Draft 11/13/18 minutes.

DEPARTMENT: Clerk of the Board

Supervisory District No. : ALL

DEPARTMENT CONTACT: Darcey Prior, 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 November 13, 2018, as submitted.

SUMMARY

N/A

DISCUSSION

N/A

ALTERNATIVES

N/A

OTHER AGENCY INVOLVEMENT

N/A

FINANCING

There is no General Fund impact associated with this action.

ATTACHMENTS:

Description	Upload Date	Description
BOS Minutes 11/13/2018	11/27/2018	BOS Minutes 11/13/2018

SHASTA COUNTY BOARD OF SUPERVISORS

Tuesday, November 13, 2018

REGULAR MEETING

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

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

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

INVOCATION

Invocation was given by Pastor Nathan Blank, Little Country Church

PLEDGE OF ALLEGIANCE

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

REGULAR CALENDAR

BOARD MATTERS

**PROCLAMATION: VETERANS AWARENESS WEEK
NOVEMBER 5-11, 2018**

At the recommendation of Supervisor Kehoe and by motion made, seconded (Kehoe/Morgan), and unanimously carried, the Board of Supervisors adopted a proclamation which designates November 5-11, 2018, as “Veterans Awareness Week” in Shasta County. Celestina Traver, Veterans Services Officer, gave a brief presentation and introduced the veterans present to accept the proclamation.

PRESENTATIONS

ASSEMBLYMAN BRIAN DAHLE

Assemblyman Brian Dahle gave a presentation regarding his recent legislative efforts related to Shasta County and the State of California including wildfires, defensible space and related legislation.

In response to questions by Supervisor Moty, Assemblyman Dahle explained the future of California's land stewardship contracts. He briefly discussed SB901 and how it relates to fire safety in Northern California.

In response to questions by Supervisor Rickert, Assemblyman Dahle spoke regarding prescribed burns, preventative maintenance, and the liability involved with private lands.

Supervisor Kehoe praised Assemblyman Dahle and District Director Bruce Ross for their willingness to work with the citizens and government of Shasta County.

BOARD OF SUPERVISORS REGULAR MEETING - December 4, 2018

In response to questions by Supervisor Kehoe, Assemblyman Dahle spoke regarding the need for education about forest management and defensible space, and the important part it plays in relation to California wildfires.

In response to questions by Supervisor Moty, Assemblyman Dahle described water issues facing Northern California.

In response to questions by Supervisor Rickert, Assemblyman Dahle commented on crime and substance abuse and how he is working with state legislature to help resolve these issues.

PUBLIC COMMENT PERIOD - OPEN TIME

Pete Stiglich spoke regarding feline overpopulation in Shasta County.

Monique Welin spoke regarding veterans, women's, and mental health issues in Shasta County.

Don Neptune, with Stillwater Cat Haven, spoke about feral feline colonies in Shasta County.

William Gilbert spoke regarding his family and issues regarding Shasta County.

Carla Serio, Environmental Health Division Manager, presented a retirement plaque to Jane Steinhurst, Senior Permit Specialist, after 41 years of employment with Shasta County.

CONSENT CALENDAR

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

Accepted a donation from Oakland A's Community Fund valued at \$13,543.90 for the Shasta County Fire Department for fighting the wildfires during the Carr Fire. (County Service Area No. 1- County Fire)

Approved and authorized the Chairman to sign the County claims list in the amount of \$7,050, as submitted. (Auditor-Controller)

Approved the minutes of the meeting held on November 6, 2018 as submitted. (Clerk of the Board)

Approved the proposed calendar of Board of Supervisors' meetings for the year 2019. (Clerk of the Board)

Took the following actions regarding the Employee Appeals Board: Reappointed Charles Byard, Wes Reynolds, and Ray John as members for two-year terms to expire January 7, 2021;

and reappointed James Berg and Shawn Watts as alternates for two-year terms to expire January 7, 2021. (Clerk of the Board)

Took the following actions regarding the Shasta Children and Families Commission reappointed Kathy Barry and Cindy Vogt for three-year terms to expire January 2022; and appointed Dr. Karen Ramstrom to an existing term to expire January 2021. (Clerk of the Board)

Reappointed Donald Cohen and James Berg to the Board of Building Appeals for two-year terms to expire December 31, 2020. (Clerk of the Board)

BOARD OF SUPERVISORS REGULAR MEETING - December 4, 2018

Appointed James Yarbrough in lieu of an election to the Anderson Fire Protection District Board of Directors for a four-year term commencing in December 2018 and expiring December 2022. (Clerk of the Board)

Took the following actions regarding the Burney Fire Protection District: Appointed Keith Greenwood in lieu of an election for a four-year term commencing in December 2018 and expiring December 2022; and reappointed Steve Sweet in lieu of election for a four-year term commencing in December 2018 and expiring December 2022. (Clerk of the Board)

Appointed Ellen Songer in lieu of election to the Burney Water District Board of Directors for a four-year term commencing in December 2018 and expiring December 2022. (Clerk of the Board)

Appointed Mark Oliver in lieu of election to the Centerville Community Services District Board of Directors for a four-year term commencing in December 2018 to expire in December 2022. (Clerk of the Board)

Appointed Jeanne Utterback in lieu of election to the Mayers Memorial Hospital District Board of Directors for a four-year term commencing in December 2018 and expiring December 2022. (Clerk of the Board)

Appointed Timothy Baugh in lieu of election to the Millville Fire Protection District Board of Directors for a four-year term commencing December 2018 and expiring December 2022. (Clerk of the Board)

Adopted Resolution No. 2018-116 which repeals Resolution No. 2006-196 and approves the Conflict of Interest Code for the Indian Springs Elementary School District. (Clerk of the Board)

(See Resolution Book No. 61)

Adopted Resolution No. 2018-117 which repeals Resolution No. 2017-016 and approves the Conflict of Interest Code for the Shasta Union High School District. (Clerk of the Board)

(See Resolution Book No. 61)

Approved and authorized the Chairman to sign a retroactive amendment, effective March 13, 2018, to the agreement with Securitas Security Services USA, Inc. to provide security services to add increased services and to increase the maximum compensation by \$378,220.49 (for a new total not to exceed \$3,138,420.49), and retain the term July 9, 2015 through June 30, 2020. (Health and Human Services Agency – Business and Support Services)

Approved and authorized the Chairman to sign a retroactive renewal agreement with Northern California Youth and Family Programs in an amount not to exceed \$1,011,000 to provide visitation services and parenting classes for the period October 1, 2018 through September 30, 2019, with two automatic one-year renewals. (Health and Human Services Agency – Children's Services)

Approved and authorized the Health and Human Services Agency (HHS) Director, Donnell Ewert, to sign a retroactive agreement, Agreement No. 18-95366, and accompanying retroactive certification documents, with the California Department of Health Care Services (DHCS), funded by the Federal Emergency Management Agency (FEMA), in an amount not to

BOARD OF SUPERVISORS REGULAR MEETING - December 4, 2018

exceed \$339,783.26 to provide reimbursement of costs related to crisis counseling assistance and training (CCP) due to the Carr Fire for the period August 4, 2018 through June, 30, 2019; authorized the Chairman to sign a retroactive amendment, effective September 11, 2018, with Northern Valley Catholic Social Service, Inc. to provide FEMA-funded CCP services increasing the maximum amount by \$73,284.35 (from \$199,546 to \$272,830.35) and revising applicable budget exhibits, retaining the term of September 11, 2018 through June 30, 2019; and authorized the HHSA Director, or any HHSA Branch Director designated by the HHSA Director, to sign prospective and retroactive amendments to the DHCS agreement, including amendments to make line item shifts within a budget category and across existing budget categories, as long as the adjustment in the aggregate does not increase total compensation payable under this agreement, and other related documents that do not otherwise result in a substantial or functional change to the intent of the original agreement as long as they comply with Administrative Policy 6-101, *Shasta County Contracts Manual*. (Health and Human Services Agency – Office of the Director)

Approved and authorized the Chairman to sign an amendment, effective date of signing, to the agreement with ACE Interface, LLC, Laura Porter and Robert Anda, MD, MS, Co – Founders, to provide Adverse Childhood Experiences (ACEs) additional workshops and trainings regarding the effective application of the ACE Interface licensed materials and other appropriate tools in a community that has experienced a disaster and increase the maximum compensation by \$7,600 (for a new total not to exceed \$93,800), and retain the term May 2, 2017 through June 30, 2020. (Health and Human Services Agency – Public Health)

Approved and authorized the Chairman to sign a retroactive California Department of Public Health Maternal, Child, and Adolescent Health Agreement Funding Application in an amount not to exceed \$424,851 that will allow Health and Human Services Agency (HHSA) – Public Health to continue services to protect and improve the health of mothers, adolescents, children, and their families as directed by state and federal law for the period July 1, 2018, through June 30, 2019; and HHSA Director, or any HHSA Branch Director or Deputy Branch Director as designated by the HHSA Director, to sign prospective and retroactive amendments during the term of the agreement that result in a net change in maximum compensation of no more than \$42,485, and other documents related to the agreement, including retroactive, that do not result in a substantial or functional change to the original intent of the agreement, and that otherwise comply with Administrative Policy 6-101, *Shasta County Contracts Manual*. (Health and Human Services Agency – Public Health)

Approved and authorized the Director of Housing and Community Action Programs to sign a retroactive revenue agreement with the U.S. Housing and Urban Development (HUD) in the amount of \$30,000 for salaries and benefits to operate the Homeless Management Information System for the homeless continuum of care for the period August 1, 2018 through July 31, 2019. (Housing and Community Action Programs)

Approved and authorized the Chairman to sign the Fiscal Year 2018-19 California Department of Veterans Affairs Certificate of Compliance to allow the Veterans Service Officer to participate in The County Subvention Program; and the Medi-Cal Cost Avoidance Program. (Veterans Services)

Adopted Resolution No. 2018-118 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. (Sheriff)

(See Resolution Book No. 61)

Adopted Resolution No. 2018-119 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. (Sheriff)

(See Resolution Book No. 61)

Took the following actions: Waived the competitive procurement requirements of Administrative Policy 6-101, *Shasta County Contracts Manual* and Shasta County Code section 3.04.020(A), "Competitive Procurement," due to limitations on the source of supply; and approved and authorized Fleet Management to purchase an Americans with Disabilities Act (ADA) compliant transport vehicle through Courtesy Ford in an amount not to exceed \$67,503.02. (Sheriff-Jail)

Approved and authorized the Chairman to sign an amendment to the lease agreement with Christine Potje for fixed Hangar No. 7 at Fall River Mills (FRM) Airport to terminate the lease effective November 30, 2018; and a lease agreement with Pat Nelson Construction, Inc. in the amount of \$250 per month for fixed Hangar No. 7 at FRM Airport for the period December 1, 2018 through March 31, 2019. (Public Works)

Approved and authorized the Chairman to sign an amendment, effective January 1, 2019, to the lease with Pacific Gas and Electric Company (PG&E) in the amount of \$1,000 for a non – refundable administrative fee for the Hat Creek Park property, for a period of ten years, commencing January 1, 2019, and expiring December 31, 2028. (Public Works)

Approved and authorized the Chairman to sign a retroactive amendment, effective July 31, 2018, to the agreement with Omni-Means, Ltd., to extend the term from July 31, 2018, to December 1, 2018, and retain compensation of \$37,283 for signal design services. (Public Works)

Approved and authorized the Chairman to sign an agreement with Pacific Wind Development, LLC, for the payment of funds in the amount of \$494,156 to pay for the costs of the environmental review process for the Fountain Wind Project (Project) including, but not limited to, the preparation by a consultant of an Environmental Impact Report (EIR), a Mitigation Monitoring and Reporting Program (MMRP), County administration of a Consultant Personal Services Agreement for the Project, and the processing of the Project land use application for the period date of signing until expiration of all applicable statutes of limitation to third party challenges and third party actions concerning the MMRP, land use application, or entitlements of the Project. (Resource Management)

Approved and authorized the Chairman to sign a Consultant Personal Services Agreement with Environmental Science Associates for preparation of an Environmental Impact Report (EIR), a Mitigation Monitoring and Reporting Program (MMRP), and the processing of the land use applications for the Fountain Wind Project for a fixed fee of \$474,156 for the period date of signing through the certification of the Final EIR and acceptance of the Final MMRP or May 31, 2020, whichever first occurs. (Resource Management)

Adopted Policy Resolution No. 2018-04 which establishes Administrative Policy 4-303, Trusted System, regarding electronic records retention. (Information Technology)

(See Policy Resolution Book)

REGULAR CALENDAR, CONTINUED

GENERAL GOVERNMENT

ADMINISTRATIVE OFFICE/BOARD OF SUPERVISORS

LEGISLATIVE UPDATE/SUPERVISORS' REPORTS

County Executive Officer (CEO) Larry Lees presented an update regarding Butte County and the Camp Fire. He described Shasta County's involvement in assisting with recovery efforts. CEO Lees also provided an update regarding the Carr Fire recovery efforts.

Supervisors reported on issues of countywide interest.

AGREEMENT: CGL COMPANIES, LLC.
FOR INDEPENDENT REVIEW OF COUNTY JAIL OPERATIONS

CEO Lees gave a brief background description of the agreement with CGL Companies, LLC and noted the Board had previously directed staff to review options regarding a review of the jail facilities.

BOARD OF SUPERVISORS REGULAR MEETING - December 4, 2018

In response to questions by Supervisor Moty, CEO Lees stated that the direction of the report could be clarified later in the process.

Counsel Cruse advised that Shasta County could withdraw from the contract should they decide the direction is unsatisfactory.

In response to questions by Supervisor Kehoe, Counsel Cruse advised that appointing a Board member to assist in the review process would need to be placed on the agenda for a future meeting.

By consensus, the Board directed staff to place that discussion on a future agenda.

By motion made, seconded (Kehoe/Morgan), and unanimously carried, the Board of Supervisors approved and authorized the Chairman to sign an agreement with CGL Companies, LLC. in the amount of \$97,040 for the purpose of providing an independent review of the County's jail operations for the period December 3, 2018, through June 3, 2019 with one six-month optional extension.

10:25 a.m.: The Board of Supervisors adjourned.

Chairman

ATTEST:

LAWRENCE G. LEES
 Clerk of the Board of Supervisors

By _____
 Deputy

REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS

BOARD MEETING DATE: December 4, 2018

CATEGORY: Consent - Health and Human Services-5.

SUBJECT:

Resolution for Records Retention Schedule

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?
4/5 Vote	No Additional General Fund Impact

RECOMMENDATION

Adopt a resolution which: (1) Repeals Resolution No. 2004-61 (Department of Social Services), Resolution No. 2009-016 (Health and Human Services Agency (HHSA)-Mental Health/Alcohol and Drug Services), and Resolution No. 2009-054 (HHSA-Public Health); and (2) adopts the records retention schedule for HHSA.

SUMMARY

On June 27, 2006, the Board of Supervisors voted unanimously to create a HHSA consolidating the departments of Mental Health, Public Health and Social Services. Attached is a resolution that would adopt a consolidated records retention schedule for HHSA and repeal records retention schedules for the Mental Health, Public Health, and Social Services departments.

DISCUSSION

A County department is not allowed to dispose of records or other documents without the formal authorization of the Board of Supervisors. Government Code § 26202 allows the Board to authorize the destruction of specific categories of records without the requirement that they be photographed, reproduced or microfilmed prior to destruction. As to the length of time the records must be held, Government Code § 26202 provides that the Board may, without making specific findings, order the destruction of any record that is more than two years old and was prepared or received in any manner other than pursuant to a state statute. In addition, upon a four-fifths vote of its members, the Board may authorize the destruction of any record more than two years old, that was prepared or received pursuant to state statute and is not expressly required by law to be filed and preserved, so long as the Board determines that the record is no longer necessary or required for County purposes.

HHSA maintains records that are subject to retention periods under various laws and regulations, including the Government Code, Business and Professions Code, California Administrative Code, Code of Federal Regulations, California Welfare and Institutions Code, Centers for Disease Control and Prevention regulations, Clinical Laboratory Improvement Act, Health and

Safety Codes and California Department of Health Services contracting regulations. This policy takes into account any possible state or federal requirements that mandate a specific retention period. Further, this policy complies with all requirements set forth in the County of Shasta Office of the Auditor-Controller Procedure Guideline (Record Retention) and Shasta County Administrative Policy 4-303, Trusted System Policy.

Approval of this resolution will allow the Director of HHSA to annually destroy paper records that exceed their retention period and permit destruction of documents that have been properly stored electronically. Any document which appears to have any “historic” value will be preserved, as will any document needed for litigation purposes, or which is the subject of a pending request for production.

ALTERNATIVES

The Board could choose not to adopt the resolution.

OTHER AGENCY INVOLVEMENT

County Counsel has reviewed the resolution and approved it as to form. This resolution has been reviewed by Information Technology and the County Administrative Office.

FINANCING

There is no additional General Fund Impact from requested recommended action.

ATTACHMENTS:

Description	Upload Date	Description
Retention Schedule Resolution	11/20/2018	Retention Schedule Resolution
Retention Schedule Attachment A	11/20/2018	Retention Schedule Attachment A
Resolutions 2004-61, 2009-016, 2009-054	11/26/2018	Resolutions 2004-61, 2009-016, 2009-054

RESOLUTION NO. 2018-_____

**A RESOLUTION OF THE BOARD OF SUPERVISORS
OF THE COUNTY OF SHASTA
ESTABLISHING A RECORDS RETENTION SCHEDULE FOR THE
HEALTH AND HUMAN SERVICES AGENCY AND REPEALING RESOLUTIONS
2004-61, 2009-016 AND 2009-054**

WHEREAS, Government Code section 26202 provides that the Board of Supervisors may authorize the destruction or disposition of any record, paper, or document which is more than two years old, which was prepared or received in any manner other than pursuant to a state statute or County charter; and

WHEREAS, Government Code section 26202 also provides that the Board of Supervisors may, by a 4/5 vote, authorize the destruction of any record, paper, or document which is more than two years old, which was prepared or received pursuant to a state statute, and which is not expressly required by law to be filed and preserved, if the Board determines that the record, paper, or document is no longer necessary or required for County purposes; and

WHEREAS, Government Code section 26202 provides that such records, papers, or documents to this section need not be photographed, reproduced or microfilmed prior to destruction and no copy thereof need be retained; and

WHEREAS, Government Code section 12168.7 for the purpose of storing and recording permanent and nonpermanent documents in electronic media (c) states: The standards specified in subdivision (b) shall include a requirement that a trusted system be utilized. For this purpose and the purposes of Sections 25105, 26205, 26205.1, 26907, 27001, 27322.2, 34090.5, and 60203, Section 102235 of the Health and Safety Code, and Section 10851 of the Welfare and Institutions Code, “trusted system” means a combination of technologies, policies, and procedures for which there is no plausible scenario in which a document retrieved from or reproduced by the system could differ substantially from the document that is originally stored; and

WHEREAS, Government Code sections 26205 and 26205.1 permit destruction of the document if the document is recorded on a trusted system that does not permit additions, deletions, or changes to the original document images and adheres to Shasta County Information Technology policies and procedures for document security, access, maintenance, and data back-up procedures, accurately reproduces the original, and allows the document to be easily accessed; and

WHEREAS, Health and Safety Code section 123145 provides that providers of health services preserve records for a minimum of seven years following discharge of the patient, except that the records of unemancipated minors shall be kept at least one year after the minor has reached the age of 18 years, and in any case, not less than seven years; and

WHEREAS, Health and Safety Code section 123149 provides that original hard copies of patient records may be destroyed once the record has been electronically stored; and further provides for electronic storage of patient records by requiring offsite backup storage system, an

Resolution No. 2018-_____

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image mechanism that is able to copy signature documents, and a mechanism to ensure that once a record is input, it is unalterable; and

WHEREAS, Business and Professions Code section 2919 requires psychologists to maintain patient records for seven years from the patient's discharge date, or in the case of a minor, seven years after the minor reaches 18 years of age; and

WHEREAS, the Health and Human Services Agency (HHSA) Director has determined that certain records in his/her possession have no apparent historical significance and have no further administrative or programmatic value and, therefore, is seeking continuing authorization to destroy those records and documents described in Attachment A after the specified retention periods, pursuant to section 26202 of the Government Code or other applicable state or federal regulations pertaining to specific records.

WHEREAS, HHSA has complied with all requirements set forth in the County of Shasta Office of the Auditor-Controller Procedure Guideline (Record Retention) and Shasta County Administrative Policy 4-303, Trusted System Policy.

NOW THEREFORE, BE IT RESOLVED that the Board of Supervisors of the County of Shasta finds there is a need for an orderly and controlled plan for the retention and systematic destruction of the records and documents described in Attachment A, which are not required to be maintained by state or federal law and which are no longer needed or required for County purposes. The HHSA Director is hereby granted continuing authorization to destroy those records and documents following the prescribed retention periods.

BE IT FURTHER RESOLVED that if any of the records described in Attachment A are subject to threatened or pending litigation or a pending audit, they shall not be disposed of until three years after the matter is resolved. Those described records which are subject to a request for production shall not be disposed of until the matter is resolved.

BE IT FURTHER RESOLVED that all other records of the HHSA shall be maintained permanently.

BE IT FURTHER RESOLVED that Resolutions No. 2004-61, 2009-016, and 2009-054 are hereby repealed.

Resolution No. 2018-_____

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DULY PASSED AND ADOPTED this XXXX day of December 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

ATTACHMENT A

Retention Schedule: Health and Human Services Agency (HHSa)

DESCRIPTION	OFFICE RETENTION	CODES	COMMENTS/REFERENCE
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General Rule- Below schedule applicable to all HHSa Departments- Unless department is specified, otherwise required by statute, regulation, grant agreement or contractual provision:			
These records retention statutes establish the <u>minimum</u> time periods for retention. Departmental practices, state or federal requirements, statutes, regulations, grant agreements, contractual provisions, internal and external audit requirements, the investigation of complaints, the existence or likelihood of litigation or administrative enforcement actions, or other business needs may compel a longer records retention period.			
This schedule applies to both paper and electronic records.			
Records stored in a trusted system per GOV § 12168.7, 2 CCR 22620.1-22620.8 and Shasta County Administrative Policy 4-303 (Trusted System Policy), and destroyed per GOV § 26205 and 26205.1 must follow policies and procedures set forth for such trusted system.			
Retentions begin when the act is completed, and imply a full file folder (e.g. last document + 2 years), since destruction is normally performed by file folder.			
Litigation, claims, court orders, complaints, audits, records requests and/or investigations suspend normal retention periods (retention resumes after final action - settlement).			
Reference materials not generated by the office, including newsletters, periodicals, pamphlets, journals, bulletins, conference materials, etc. Unofficial duplicates of records kept only for convenience or reference; rough notes, calculations or drafts used to prepare or analyze other documents; and working papers and unused drafts of documents, are “non-records” which may be discarded or destroyed as soon as they are no longer needed.	Until no longer needed		
Mental Health Plan – all books and records necessary to disclose how SCMH discharged its obligations under state agreement to be the Mental Health Plan, including all physical records, working documents, reports submitted to Department of Health Care services (or applicable state agency).	10Y from termination of MHP agreement, or 10Y from the conclusion of any audit or investigation, whichever is later	GOV § 26202 GOV § 8546.7 Handbook of Cost Plan Procedures for California Counties § 2180	State Managed Care Plan Agreement. The Contractor, and subcontractors, shall retain, all records and documents originated or prepared pursuant to Contractor’s or subcontractor’s performance under this Contract, including beneficiary grievance and appeal records identified in Attachment 12, Section 2 and the data, information and documentation specified in 42 Code of Federal Regulations

DESCRIPTION	OFFICE RETENTION	CODES	COMMENTS/REFERENCE
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Records and documents include, but are not limited to all physical and electronic records and documents originated or prepared pursuant to Contractor's or subcontractor's performance under this Contract including working papers, reports, financial records and documents of account, beneficiary records, prescription files, subcontracts, and any other documentation pertaining to covered services and other related services for beneficiaries. Grievance and appeal records to the MHP from clients		42 CFR § 438.3(u) See also § 438.3(h)	parts 438.604, 438.606, 438.608, and 438.610 for a period of no less than 10 years from the term end date of this Contract or in the event the Contractor has been notified that an audit or investigation of this Contract has been commenced, until such time as the matter under audit or investigation has been resolved, including the exhaustion of all legal remedies, whichever is later.
Patient or client files (Adults/Minors). Dental, Drug & Alcohol, Health, Medical, Mental Health Programs. Includes discontinued programs.	Last Visit/ Discharge of Patient + 7Y, or in the case of a minor 7Y after the minor reaches the age of 18	BP § 2919 HS § 123145 HS § 123149	Various laws restrict access to records; law is actually based on upon if "licensee ceases operations" HS§123145 B&P2919 Licensed psychologist shall retain patient's health record 7 years from patient's discharge date, or in the case of a minor 7 years after the minor reaches the age of 18.
Routine financial records (claims, payroll, office forms, budget files, etc.). Invoices for materials and services. Includes: transfers, other billings, purchase orders, vendor lists, forms, purges, etc. Material used to invoice billings by the auditor's office for services to other departments and agencies, state tax refunds and any reimbursable. Documents used to enter postings to the general ledger that are not automatically generated by the accounting system. Costs due the county through the auditor's office. Subcontractor administrative books, records, documents, accounting procedures and practices, sufficient to properly reflect all direct and indirect costs claimed to be incurred in the performance of State/Federal agreements. Listing of warrants issued by the county for claims. Records used to cancel warrants with stale dates for reconciliation with outstanding warrants.	FY + 7Y Unless subject to unresolved State or Federal audits	W&I § 10851 W&I § 10853 GOV § 12168.7 GOV § 26202 GOV § 26205 GOV § 26205.1 GOV § 24356 GOV § 26907 GOV § 26907.2 2 CFR 200.333 California Department of Health Services, State Records Management Program, Records Management and Administrative Support (RMAS) Unit Records Retention	If any litigation, claim, negotiation, or audit has been threatened or filed before the expiration of the seven (7) year period, the documents may be destroyed after a minimum of seven (7) years from completion of any litigation and resolution of all issues that arise from it.

DESCRIPTION	OFFICE RETENTION	CODES	COMMENTS/REFERENCE
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Documents needed to stop payment of warrants. Includes: affidavits of lost warrants, stop payment, and notice to rescind. County welfare warrant registers. Deposit permits. 1099s		Schedule (DHS/STD 73 (1/98))	
Grants	Follow instructions contained in each grant		Each grant contains instructions for when the paperwork can be destroyed permanently.
Billing Records or Claims Processing Includes Medi-Cal	FY + 7Y Unless subject to unresolved State of Federal audits	GOV § 24356 GOV § 26907	Fee receipts & forms are required for 5 years.
Contracts, Agreements, RFPs and related file materials Fixed Asset Records Land, Building, and Improvement – values Information on all capital leases needed to keep track of payments on outstanding leases.	FY + 7Y after final activity in the file, and at least 3Y after the conclusion of any related litigation pertaining that contract	GOV § 26202 GOV §24051	Audit standards – 7 years For contracts – 5 years Gov. Code §24051 permits the destruction of annual inventories of county property after 5 years. At least one annual inventory must be performed within each 3-year period
Cost Report	FY + 7Y and at least 3Y after final settlement/audit	Handbook of Cost Plan Procedures for California Counties §2180 2 CFR 200.333	
Credential Checks	5Y	B&P § 820-828	Physicians, Surgeons, & Psychologists have impairment review procedures.
Health Insurance Portability and Accountability Act of 1996 (HIPAA) – any policy or procedure manuals or similar documentation, including notices of privacy practices, authorizations and other standard forms.	6Y from the date of creation, or the date it was last in effect, whichever is later	Administrative Policy 8-400	
Client Requests for access, amendment or accounting of disclosures of protected health information.	6Y from date of the request	Administrative Policy 8-400	
HIPAA privacy rights violation complaints, and documentation concerning handling of such complaints.	6Y from the date of last activity	Administrative Policy 8-400	

DESCRIPTION	OFFICE RETENTION	CODES	COMMENTS/REFERENCE
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HIPAA workplace training records, the Privacy Rule, and County's privacy policy (Administrative Policy 8-400), including, processes and content of workplace training including who received training.	6Y from the date of training	Administrative Policy 8-400	
Payroll Reports, including but not limited to prelist, expense distribution, and raw data reports.	FY + 7Y	GOV § 26202 GOV § 26205 Shasta County Personnel Rules	
File on perm. and extra help employee's personnel activities. Includes: job applications, loyalty oaths, performance evaluations, disciplinary actions, personnel forms such as Change of Status (COS) and Notice of Employment (NOE), correspondence, training records.	Termination of employee + 5Y Termination of probationary employee + 2Y	GOV § 26202 GOV § 26205 Shasta County Personnel Rules	All records scanned into filebound and destroyed after being scanned. Official Personnel File: Kept by Shasta County Department of Support Services.
Safety Training	Date of training + 5Y	GOV § 26202 GOV § 26205	CalOSHA requires 1 YR.
CDSS: Public Assistance Records, AFDC, EDP, CalWorks, Food Stamps (CalFresh), Medi-Cal, CMSP, General Assistance, IHSS, and similar programs. Including administrative claiming records, and their supporting documents. Case record materials. Case records in which criminal and civil litigation was involved. These records include those which were used the determination of eligibility, including denials for the amount of retroactive benefits. Records which were used to document eligibility. Fiscal records and accounting documentation. This means records such as, but not limited to, transaction receipts, master issuance files, records-for-issuance for each month, authorization documents, cashier's daily reports, Notices of Change, Household Issuance Record cards and tally sheets. Any documents or records which are involved in any billing or claim. Any	After 3Y from the date the State submits the last expenditure report to the Federal Department of Health and Human Services (DHSS) After 3Y from the date an audit or investigation is closed for any record or documents which are involved in a fiscal audit or investigation Fiscal Documents FY + 7Y	W&I § 10851 45 CFR 96.74 ACL No. 15-26 Reference ACL No. 11-08 The provisions of this letter are to meet the fiscal monitoring and oversight requirement of CDSS and do not authorize the destruction of those records which have a longer retention period required by other laws/regulation, court cases or unresolved audits	The California Department of Social Services (CDSS) Manual of Policies and Procedures (MPP) sets forth various retention periods for public assistance records. Generally, the regulations require all public assistance (23-353), social service (10-119.2), administrative claiming (25-815.38) records and their supporting documents be retained for three years from the date the state submits the last expenditure report to the federal Department of Health and Human Services (DHHS). Case record material must be retained for three years after the date the last state expenditure report has been made to DHHS for the period the records were last used to document eligibility. The MPP Sections 23-353 through 23-356 set forth the requirements for certain records, which have retention periods which vary from the general rule.

DESCRIPTION	OFFICE RETENTION	CODES	COMMENTS/REFERENCE
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records or documents involved in a fiscal audit or investigation.	Unless subject to unresolved State of Federal audits See Reference Notes	GOV § 12168.7 GOV § 26202 GOV § 26205 GOV § 26205.1 GOV § 24356 GOV § 26907	Form ABCD 278L, List of Authorizations to Start, Change or Stop Aid Payments (or its equivalent), bearing the original initials or the original signature of the delegated county employee who authorized the specific action, is identified as one of the records and supporting documents which must be retained in accordance with the retention period for the case record material. Form ABCD 278L, or its equivalent, must be retained for a period of ten years following closure in all cases where notification to do so by the Child Support Agency has been received. While not required by regulation, it is desirable those cases identified by CDSS as federal sample QC cases containing an error should be retained until the federal sanction process is resolved for the applicable FFY.
Welfare to Work Grants	After Data Tracking System is Validated. 6Y Minimum	ACL 15-26 GOV § 26202	Federal and/or state law and regulations require 60-month time limit on the receipt of Welfare-to-Work (WTW) services and aid and provide for exceptions to the time limit requirements. Therefore, counties are required to track CalWORKs recipients' time in services and on aid. Welfare case record documentation which support the tracking of time in services and on aid for CalWORKs recipients must be retained and transmitted to the statewide automated time limit tracking (Welfare Data Tracking Implementation Project System). Case records must be retained until the system is validated for completeness and accuracy. The CDSS will instruct counties when this period has ended. Other records need not be retained in the case file as long as sufficient records or verifications are retained to meet federal QC requirements for the AFDC/CalWORKs (AFDC QC Manual section 3000) and CalFresh (Food and Nutrition Service [FNS] QC Handbook 310, Chapter 5).
All Records related to persons disqualified due to an intentional program violation (IPV).	Life of the Individual	ACL NO. 15-26 GOV § 26202	

DESCRIPTION	OFFICE RETENTION	CODES	COMMENTS/REFERENCE
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CDSS: Adult Services cases, and related documents.	3Y after the fiscal year in which services were last provided. Unless subject to unresolved State of Federal audits Fiscal Documents FY + 7Y Unless subject to unresolved State of Federal audits	W&I § 10553 W&I § 10851 W&I § 10853 GOV § 26202	
CDSS: Adoption case records and Adoption Assistance records.	Permanent Fiscal Documents FY + 7Y Unless subject to unresolved State of Federal audits	W&I § 10553 W&I § 10851 W&I § 10853 GOV § 26202 FC 8621 ACL 11-23	
CDSS: All Child Welfare case records (including those related to dependencies, voluntary services cases, emergency response cases and guardianships).	After all the children in the case have reached the age of eighteen (18 years) and there has been no activity in the case for 2Y. Fiscal Documents FY + 7Y Unless subject to unresolved State of Federal audits	FC § 1819 GOV § 26202	
Opportunity Center: All fiscal records, including time studies (see routine financial records, on page 2-3 of Attachment A).	FY + 7Y Unless subject to unresolved State or Federal audits	Shasta County Opportunity Center Operations Manual ACC-16	
Time Cards	Permanent	Shasta County Personnel Rules	

DESCRIPTION	OFFICE RETENTION	CODES	COMMENTS/REFERENCE
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Laboratory quality control records, test requisitions, test authorizations, and test results.	3Y or 3Y after date of reporting	W&I § 14124.1	California Administrative code, Title 17, paragraph 1078c. Code of Federal Regulations, Title 20, chapter 3 subpart M. California Code of Regulations, Title 223, Section 51475.
Laboratory pathology test reports.	10Y after date of reporting	DHS Centers for Disease Control and Prevention, Clinical Laboratory Improvement Act (CLIA) Regulations, subpart J, section 493.1105	
Documentation related to any convictions for smoking violations.	7Y after conviction	Tobacco Enforcement Program	
California Children's Services (CCS) and Child Health and Disability Prevention Program (CHDP) case records, including Medical Therapy Unit records.	7Y from the last date of service or the last action recorded on the case, or in the case of a minor 7Y after the minor reaches the age of 21.		
All requests for certified copies of birth or death records, including the application and sworn statement. Records of births and deaths.	7Y from the date of the request.	HS § 102365 HS § 10577 CDSS MPP section 48-001.112	With the approval and under the supervision of the State Registrar, may dispose of the local registrar's copies of the records after one year from the date of registration, if (a) the original copies of the records are on file in the office of the State Registrar and (b) copies of the records are on file in the office of the county recorder. If the county recorder does not have copies of the records, he or she may accept the local registrar's copies as a special county record of the events.
Social Media Posts Created by HHSA. Social Media Responses by the Public to HHSA Social Media Posts.	5Y from date of posting.	County Admin Policy 4-301	Store screenshot or history on shared drive.

Glossary

Codes referenced in the above table may be found at: <https://leginfo.legislature.ca.gov/faces/codes.xhtml>

“HS” = Health and Safety Code	“ACL” = All County Letter	“DHS” = Department of Health Services
“B&P” = Business and Professions Code	“CFR” = Code of Federal Regulation	“Y” = Year
“GOV” = Government Code	“SCO” = State Controller’s Office	“MPP” = Manual Policy and Procedures
“W&I” = Welfare and Institutions Code	“ASP” = Accounting Standards and Procedures	“ACC” = Accounting
“FC” = Family Code	“CDSS” = California Department of Social Services	“CCR” = California Code of Regulations

HS123149. **Electronic recordkeeping systems; additional requirements**

- (a) Providers of health services, licensed pursuant to Sections 1205, 1253, 1575, and 1726, that utilize **electronic** recordkeeping systems only, shall comply with the additional requirements of this section. These additional requirements do not apply to patient records if hard copy versions of the patient records are retained.
- (b) Any use of **electronic** recordkeeping to store patient records shall ensure the safety and integrity of those records at least to the extent of hard copy records. All providers set forth in subdivision (a) shall ensure the safety and integrity of all **electronic** media used to store patient records by employing an offsite backup storage system, an image mechanism that is able to copy signature documents, and a mechanism to ensure that once a record is input, it is unalterable.
- (c) Original hard copies of patient records may be destroyed once the record has been **electronically** stored.
- (d) The printout of the computerized version shall be considered the original as defined in Section 255 of the Evidence Code for purposes of providing copies to patients, the Division of Licensing and Certification, and for introduction into evidence in accordance with Sections 1550 and 1551 of the Evidence Code, in administrative or court proceedings.
- (e) Access to **electronically** stored patient records shall be made available to the Division of Licensing and Certification staff promptly, upon request.
- (f) This section does not exempt licensed clinics, health facilities, adult day health care centers, and home health agencies from the requirement of maintaining original copies of patient records that cannot be **electronically** stored.
- (g) Any health care provider subject to this section, choosing to utilize an **electronic** recordkeeping system, shall develop and implement policies and procedures to include safeguards for confidentiality and unauthorized access to **electronically** stored patient health records, authentication by **electronic** signature keys, and systems maintenance.
- (h) Nothing contained in this chapter shall affect the existing regulatory requirements for the access, use, disclosure, confidentiality, retention of record contents, and maintenance of health information in patient records by health care providers.

RESOLUTION NO. 2004 - 61

**RESOLUTION OF THE BOARD OF SUPERVISORS
OF THE COUNTY OF SHASTA
ESTABLISHING A RECORDS RETENTION SCHEDULE FOR
THE DEPARTMENT OF SOCIAL SERVICES**

WHEREAS, Government Code section 26202 provides that the Board of Supervisors may authorize the destruction or disposition of any record, paper, or document which is more than two years old, which was prepared or received in any manner other than pursuant to a state statute or County charter; and

WHEREAS, Government Code section 26202 also provides that the Board of Supervisors may, by a 4/5 vote, authorize the destruction of any record, paper, or document which is more than two years old, which was prepared or received pursuant to a state statute, and which is not expressly required by law to be filed and preserved, if the Board determines that the record, paper, or document is no longer necessary or required for County purposes; and

WHEREAS, Government Code section 26202 provides that such records, papers or documents subject to this section need not be photographed, reproduced or microfilmed prior to destruction and no copy thereof need be retained; and

WHEREAS, the Director of the Department of Social Services has determined that certain records in his possession have no apparent historical significance and have no further administrative or programmatic value and, therefore, is seeking continuing authorization to destroy the following records and documents after the specified retention periods, pursuant to section 26202 of the Government Code:

1. Reference materials not generated by the department, including newsletters, periodicals, pamphlets, journals, bulletins, conference materials, etc., when retained for at least two (2) years.
2. All Department of Social Services public assistance records for AFDC, CalWORKS, Food Stamps, Medi-Cal, CMSP, General Assistance, IHSS and similar programs, including administrative claiming records, and their supporting documents, which have been retained for at least three (3) years from the date the state submits the last expenditure report to the federal Department of Health and Human Services (DHHS) except any record included in any of the exceptions identified in the most recent All-County Records Retention Letter distributed by the state.
3. Copies of all county welfare warrants and any originals or copies of warrant registers which have been retained for five (5) years unless subject to unresolved state or federal audits.

4. All records related to persons disqualified for food stamps due to an intentional program violation, when those records have been retained through the life of the individual who was disqualified and there has been no activity in the case for two years.
5. All adult services cases, and related documents, which have been retained for at least three (3) years after the fiscal year in which services were last provided, unless subject to an unresolved state or federal audit.
6. All child welfare case records (including those related to dependencies, voluntary services cases, emergency response cases and guardianships) that have been retained until all of the children who received services in that case have reached the age of eighteen (18) years of age, and there has been no activity in the case for two years.
7. All Department of Social Services adoption assistance claims and accounting records which have been retained for a minimum of four (4) years from the date of the final claim for that annual period and until all audit issues have been resolved.
8. All routine contract files that have been retained at least ten (10) years after the final activity in the file; provided that any contracts bearing original signatures shall be retained permanently, along with any related proof of insurance.
9. All closed employment-related files of Department of Social Services' employees which have been retained for at least five (5) years after termination of employment.
10. All department administrative and routine financial records, including claims, payroll information, office forms and policies, budget files and similar records which have been retained for at least five (5) years after the close of the fiscal year to which they pertain.

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of the County of Shasta finds there is a need for an orderly and controlled plan for the retention and systematic destruction of the following records and documents, which are not required to be maintained by state law and which are no longer needed or required for County purposes. The Director of the Department of Social Services is hereby granted continuing authorization to destroy the following records and documents in the possession of the department:

1. Reference materials not generated by the office, including newsletters, periodicals, pamphlets, journals, bulletins, conference materials, etc., when retained for at least two (2) years.
2. All Department of Social Services public assistance records for AFDC, CalWORKS, Food Stamps, Medi-Cal, CMSP, General Assistance, IHSS and

similar programs, including administrative claiming records, and their supporting documents, which have been retained for at least three (3) years from the date the state submits the last expenditure report to the federal Department of Health and Human Services (DHHS) except any record included in any of the pending exceptions identified in the most recent All-County Records Retention Letter distributed by the state.

3. Copies of all county welfare warrants and any originals or copies of warrant registers which have been retained for five (5) years unless subject to unresolved state or federal audits.
4. All records related to persons disqualified for food stamps due to an intentional program violation, when those records have been retained through the life of the individual who was disqualified and there has been no activity in the case for two years.
5. All adult services cases, and related documents, which have been retained for at least three (3) years after the fiscal year in which services were last provided, unless subject to an unresolved state or federal audit.
6. All child welfare case records (including those related to dependencies, voluntary services cases, emergency response cases and guardianships) that have been retained until all of the children who received services in that case have reached the age of eighteen (18) years of age, and there has been no activity in the case for two years.
7. All Department of Social Services adoption assistance claims and accounting records which have been retained for a minimum of four (4) years from the date of the final claim for that annual period and until all audit issues have been resolved.
8. All routine contract files that have been retained at least ten (10) years after the final activity in the file; provided that any contracts bearing original signatures shall be retained permanently, along with any related proof of insurance.
9. All closed employment-related files of Department of Social Services' employees which have been retained for at least five (5) years after termination of employment.
10. All department administrative and routine financial records, including claims, payroll information, office forms and policies, budget files and similar records which have been retained for at least five (5) years after the close of the fiscal year to which they pertain.

11. Any of the records described above which are subject to pending litigation, a pending audit or a request for production, shall not be disposed of until the matter is resolved.
12. All other records of the Department of Social Services shall be maintained permanently.

DULY PASSED AND ADOPTED on this 18th day of May, 2004, by the Board of Supervisors, County of Shasta, State of California, by the following vote:

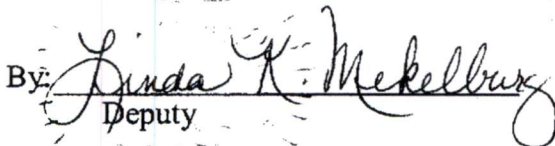
AYES:	Supervisors Hawes, Wilson, Clarke, Kehoe, and Fust
NOES:	None
ABSENT:	None
ABSTAIN:	None



Glenn Hawes, Chairman
Board of Supervisors, County of Shasta
State of California

ATTEST:

H. DOUGLAS LATIMER
Clerk of the Board of Supervisors

By: 
Deputy

RESOLUTION NO. 2009-016

**RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COUNTY OF SHASTA
ESTABLISHING A RECORDS RETENTION SCHEDULE FOR THE
HEALTH AND HUMAN SERVICES AGENCY,
MENTAL HEALTH DEPARTMENT/ALCOHOL AND DRUG SERVICES**

WHEREAS, Government Code section 26202 provides that the Board of Supervisors may authorize the destruction or disposition of any record, paper, or document which is more than two years old, which was prepared or received in any manner other than pursuant to a state statute or County charter; and

WHEREAS, Government Code section 26202 also provides that the Board of Supervisors may, by a 4/5 vote, authorize the destruction of any record, paper, or document which is more than two years old, which was prepared or received pursuant to a state statute, and which is not expressly required by law to be filed and preserved, if the Board determines that the record, paper, or document is no longer necessary or required for County purposes; and

WHEREAS, Government Code section 26202 provides that such records, papers or documents subject to this section need not be photographed, reproduced or microfilmed prior to destruction and no copy thereof need be retained; and

WHEREAS, Health and Safety Code section 123145 provides that providers of health services preserve records for a minimum of seven years following discharge of the patient; and

WHEREAS, Business and Professions Code section 2919 requires psychologists to maintain patient records for seven years from the patient's discharge date, or in the case of a minor, seven years after the minor reaches 18 years of age; and

WHEREAS, Health and Safety Code section 123149 provides that original hard copies of patient records may be destroyed once the record has been electronically stored; and

WHEREAS, Health and Safety Code section 123149 provides for electronic storage of patient records by requiring offsite backup storage system, an image mechanism that is able to copy signature documents, and a mechanism to ensure that once a record in input, it is unalterable; and

WHEREAS, Mental Health/Alcohol and Drug Services store patient/client files in electronic format in accordance with Health and Safety Code section 123149; and

WHEREAS, Government Code section 26205 allows the Board of Supervisors, at the request of a County officer, to authorize the destruction of any record, paper, or document that is not expressly required by law to be filed and preserved if the document is electronically recorded on a trusted system that does not permit additions, deletions, or changes to the original documents images and adheres to Shasta County Information Technology policies and procedures for document security, access, maintenance, and data back-up procedures, accurately reproduces the original, and allows the document to be easily accessed; and

Resolution No. 2009-016

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WHEREAS, the Director of Mental Health/Alcohol and Drug Services has determined that certain records in his possession have no apparent historical significance and have no further administrative or programmatic value and, therefore, is seeking continuing authorization to destroy the records and documents described in Attachment A after the specified retention periods, pursuant to section 26202 of the Government Code, Business and Professions Code 2919, and Health and Safety Code sections 123145 and 123149;


NOW THEREFORE, BE IT RESOLVED that the Board of Supervisors of the County of Shasta finds there is a need for an orderly and controlled plan for the retention and systematic destruction of the records and documents described in Attachment A, which are not required to be maintained by state law and which are no longer needed or required for County purposes. The Director of Mental Health/Alcohol and Drug Services is hereby granted continuing authorization to destroy those records and documents following the prescribed retention periods;

BE IT FURTHER RESOLVED that if any of the records described in Attachment A are subject to threatened or pending litigation or a pending audit, they shall not be disposed of until one year after the matter is resolved. Those described records which are subject to a request for production shall not be disposed of until the matter is resolved;

BE IT FURTHER RESOLVED that all other records of the Department of Mental Health/Alcohol and Drug Services shall be maintained permanently;

DULY PASSED AND ADOPTED this 10th day of March, by the Board of Supervisors of the County of Shasta by the following vote:

AYES:	Supervisors Hartman, Baugh, Kehoe, Hawes
NOES:	None
ABSENT:	Supervisor Moty
ABSTAIN:	None
RECUSE:	None



GLENN HAWES, CHAIRMAN
Board of Supervisors
County of Shasta
State of California

ATTEST:

LAWRENCE G. LEES
Clerk of the Board of Supervisors

By: 

Deputy

ATTACHMENT A

Retention Schedule: Health and Human Services, Mental Health Department/Alcohol and Drug Services

		Retention Period/Final Disposition				Comments/Reference
Division		Title & Description	Total Retention	Media	Destroy Paper After Imaged	
Retention Policies for Medical Record/Chart, Billing Records, Master Client Database and Contracts/Agreement, Financial Records, Cost Report, Reference Materials, Credential Checks at Shasta County Mental Health ONLY.						
Open State or Federal Audits, Litigation, complaints and/or claims suspend normal retention periods (retention begins after final action/settlement)						
Retentions begin when the act is completed (sentencing/close/completion) and imply a full file folder, since destruction is normally performed by the file folder.						
Medical Records		Patient or client files (adults) Dental, Drug & Alcohol, Health, Medical, Mental Health Programs Includes discontinued programs	Last Visit/ Discharge of Patient + 7 years	Electronic/ Paper	Yes, 1 week after scan & verification (HS§123149)	Various laws restrict access to records; law is actually based on upon if “licensee ceases operations” HS§123145 B&P2919 Licensed psychologist shall retain patient’s health record 7 years from patient’s discharge date.
Medical Records		Patient or client files (minors) Dental, Drug & Alcohol, Health, Medical, Mental Health Programs Includes discontinued programs	Patient discharged -- 7 years from the date the patient reaches the age 18	Electronic/ Paper	Yes, 1 week after scan & verification (HS§123149)	B&P2919 Licensed psychologist shall retain patient’s health record 7 years from the date the patient reaches 18 years of age.
Admin		Master Client Database Records	No activity + 2 years	Electronic/ Paper	N/A	GC§26202
Admin		Billing Records or Claims Processing Includes Medi-Cal	Current fiscal year plus 5 years minimum/audit must be finalized	Electronic/ Paper	Yes	Fee receipts & forms are required for 5 years, GC§24356 & GC§26907

		Retention Period/Final Disposition				Comments/Reference
Division		Title & Description	Total Retention	Media	Destroy Paper After Imaged	
Admin		Contracts, Agreements, RFPs and related file materials	10 years	Electronic/ Paper	Yes, when contract expires + 2 years	Audit standards – 7 years, Statute of limit. For contracts – 4 years, GC 26202
Admin		Cost Report	1 year retention after final settlement/audit w/minimum of current fiscal year plus 5 years	Electronic/ Paper	Yes	
Admin		Credential Checks	5 years	Electronic/ Paper	Yes	Physicians, Surgeons & Psychologists have impairment review procedures outlined in B&P §§820-828
Admin		Reference Materials not generated by the department (i.e. newsletters, bulletins, etc); unofficial duplicates kept only for convenience or reference; rough notes, calculations or drafts used to prepare or analyze other documents; working papers and unused drafts	Until no longer needed	Paper	N/A	
Admin		Routine financial records (claims, payroll, office forms, budget files, etc)	Current fiscal year plus 5 years	Electronic/ Paper	Yes	GC§26202; Fee receipts & forms are required for 5 years, GC§24356 & GC§26907
Admin		Employment related files	5 years after termination of employment	Electronic/ Paper	Yes	
Admin		Employment-specific disciplinary files	10 years after termination of employment	Electronic/ Paper	Yes	

Division		Retention Period/Final Disposition				Comments/Reference
		Title & Description	Total Retention	Media	Destroy Paper After Imaged	
Admin		Routine administrative records (administrative documents from state/federal/ county/private sources, internal minutes, phone message books, correspondence, etc)	5 years	Electronic/ Paper	Yes	GC§26202
Admin		Health Insurance Portability and Accountability Act of 1996 (HIPAA) - any policy or procedure manuals or similar documentation, including notices of privacy practices, authorizations and other standard forms	6 years from the date of creation, or the date it was last in effect, whichever is later	Paper	N/A	
Admin		Client requests for access, amendment or accounting of disclosures of protected health information	6 years from date of the request	Paper	N/A	
Admin		HIPAA privacy rights violation complaints, and documentation concerning handling of such complaints	6 years from the date of last activity	Paper	N/A	
Admin		HIPAA workplace training records, the Privacy Rule, and County's privacy policy (Administrative Policy 8-400), including processes and content of workplace training, including who received training	6 years from the date of training	Paper	N/A	
Admin		Mental Health Plan – all books and records necessary to disclose how SCMh discharged its obligations under state agreement	3 years after the final payment is made and all pending matters	Paper	N/A	State Managed Care Agreement (06-76055-000), Exhibit A, Section P.

Division		Retention Period/Final Disposition				Comments/Reference
		Title & Description	Total Retention	Media	Destroy Paper After Imaged	
		to be the Mental Health Plan, including all physical records, working documents, reports submitted to Department of Mental Health, documentation pertaining to services delivered to beneficiaries	are closed or after any audit finalized, whichever is later			

NOTE: Retain any record subject to threatened or pending litigation or pending audit for at least one year after resolution. Retain any records subject to a request for production until the matter is resolved.

Glossary

Codes referenced in the above table may be found at: www.leginfo.ca.gov/calaw.html

“HS” = California Health and Safety Code

“B&P” = California Business and Professions Code

“GC” = California Government Code

“CP” = California Code of Civil Procedure

“HS” = California Health and Safety Code

HS123149. **Electronic recordkeeping systems; additional requirements**

- (a) Providers of health services, licensed pursuant to Sections 1205, 1253, 1575, and 1726, that utilize **electronic** recordkeeping systems only, shall comply with the additional requirements of this section. These additional requirements do not apply to patient records if hard copy versions of the patient records are retained.
- (b) Any use of **electronic** recordkeeping to store patient records shall ensure the safety and integrity of those records at least to the extent of hard copy records. All providers set forth in subdivision (a) shall ensure the safety and integrity of all **electronic** media used to store patient records by employing an offsite backup storage system, an image mechanism that is able to copy signature documents, and a mechanism to ensure that once a record is input, it is unalterable.
- (c) Original hard copies of patient records may be destroyed once the record has been **electronically** stored.
- (d) The printout of the computerized version shall be considered the original as defined in Section 255 of the Evidence Code for purposes of providing copies to patients, the Division of Licensing and Certification, and for introduction into evidence in accordance with Sections 1550 and 1551 of the Evidence Code, in administrative or court proceedings.
- (e) Access to **electronically** stored patient records shall be made available to the Division of Licensing and Certification staff promptly, upon request.
- (f) This section does not exempt licensed clinics, health facilities, adult day health care centers, and home health agencies from the requirement of maintaining original copies of patient records that cannot be **electronically** stored.
- (g) Any health care provider subject to this section, choosing to utilize an **electronic** recordkeeping system, shall develop and implement policies and procedures to include safeguards for confidentiality and unauthorized access to **electronically** stored patient health records, authentication by **electronic** signature keys, and systems maintenance.
- (h) Nothing contained in this chapter shall affect the existing regulatory requirements for the access, use, disclosure, confidentiality, retention of record contents, and maintenance of health information in patient records by health care providers.

RESOLUTION NO. 2009-054

**RESOLUTION OF THE BOARD OF SUPERVISORS
OF THE COUNTY OF SHASTA
REPEALING RESOLUTIONS NO. 88-26 AND 2007-056 AND
AMENDING THE RECORDS RETENTION SCHEDULE
FOR THE PUBLIC HEALTH DEPARTMENT
OF THE HEALTH AND HUMAN SERVICES AGENCY**

WHEREAS, Government Code section 26202 provides that the Board of Supervisors may authorize the destruction or disposition of any record, paper, or document which is more than two years old, which was prepared or received in any manner other than pursuant to a state statute or County charter; and

WHEREAS, Government Code section 26202 also provides that the Board of Supervisors may, by a 4/5 vote, authorize the destruction of any record, paper, or document which is more than two years old, which was prepared or received pursuant to a state statute, and which is not expressly required by law to be filed and preserved, if the Board determines that the record, paper, or document is no longer necessary or required for County purposes; and

WHEREAS, Government Code section 26202 provides that such records, papers, or documents to this section need not be photographed, reproduced or microfilmed prior to destruction and no copy thereof need be retained; and

WHEREAS, Health and Safety Code section 123149 provides that original hard copies of patient records may be destroyed once the record has been electronically stored; and further provides for electronic storage of patient records by requiring offsite backup storage system, an image mechanism that is able to copy signature documents, and a mechanism to ensure that once a record is input, it is unalterable; and

WHEREAS, Government Code sections 26205 and 26205.1 permit destruction of the document if the document is recorded on a trusted system that does not permit additions, deletions, or changes to the original document images and adheres to Shasta County Information Technology policies and procedures for document security, access, maintenance, and data back-up procedures, accurately reproduces the original, and allows the document to be easily accessed; and

WHEREAS, the Public Health Director has determined that certain records in his/her possession have no apparent historical significance and have no further administrative or programmatic value and, therefore, is seeking continuing authorization to destroy those records and documents after specified retention periods, pursuant to section 26202 of the Government Code or other applicable state or federal regulations pertaining to specific records.

NOW THEREFORE, BE IT RESOLVED that the Board of Supervisors of the County of Shasta finds there is a need for an orderly and controlled plan for the retention and systematic destruction of the following records and documents, which are not required to be maintained by state law and which are no longer needed or required for County purposes. The Public Health Director is hereby granted continuing authorization to destroy those records and documents in the following possession of the department as described below.

Resolution No. 2009-054

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1. All Public Health Department administrative and financial records, including claims, payroll information, office forms and policies, budget files and similar records shall be retained for at least five (5) years after the close of the fiscal year to which they pertained.
2. All closed employment related files for Public Health Department employees shall be retained for at least five (5) years after termination of employment.
3. All employee-specific disciplinary files shall be retained for at least ten (10) years after the employee last worked for the County.
4. Reference materials not generated by the Public Health Department, including newsletters, periodicals, pamphlets, journals, bulletins, conference materials, etc., are "non-records," which may be discarded or destroyed as soon as they are no longer needed.
5. Unofficial duplicates of records kept only for convenience or reference; rough notes, calculations or drafts used to prepare or analyze other documents; and working papers and unused drafts of documents, are "non-records" which may be discarded or destroyed as soon as they are no longer needed.
6. All routine contract files shall be retained for at least ten (10) years after the final activity in the file, and at least three (3) years after the conclusion of any related litigation concerning that contract.
7. Routine interdepartmental and interagency correspondence shall be retained for two (2) years.
8. All Public Health patients' records shall be retained for a minimum of seven (7) years following the discharge of the patient, except that the records of unemancipated minors shall be retained at least one year after the minor has reached the age of 18 years, and in any case, not less than seven (7) years following the discharge of the patient. (California Health and Safety code, section 123145(a))
9. Public Health laboratory quality control records, test requisitions, and test authorizations shall be retained for a minimum of three (3) years. (California Administrative Code, Title 17, paragraph 1078c; Code of Federal Regulations, Title 20, chapter 3, subpart M; California Welfare and Institutions Code, section 14124.1; California Code of Regulations, Title 223, Section 51475)
10. Public Health laboratory test results shall be retained for a minimum of three (3) years after date of reporting. (Welfare and Institutions Code, section 14124.1)
11. Public Health laboratory pathology test reports shall be retained for a minimum of ten (10) years after the date of reporting. (DHS Centers for Disease Control and Prevention, Clinical Laboratory Improvement Act (CLIA) Regulations, subpart J, section 493.1105)

Resolution No. 2009-054

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12. Documentation related to any convictions for smoking violations shall be retained for a minimum of seven (7) years past the conviction. (Tobacco Enforcement Program)
13. All Public Health and subcontractor administrative books, records, documents, accounting procedures and practices, sufficient to properly reflect all direct and indirect costs claimed to be incurred in the performance of State agreements shall be retained for a minimum of five (5) years after the close of the fiscal year in which the final payment is due. If any litigation, claim, negotiation, or audit has been started before the expiration of the five (5) year period, the documents may be destroyed after a minimum of three (3) years from completion of the action and resolution of all issues that arise from it. (California Department of Health Services state contract, Exhibit D(F) Special Terms and Conditions CMS 02 (7/04))
14. All Public Health and subcontractor administrative books, records, documents, accounting procedures and practices, sufficient to properly reflect all direct and indirect costs claimed to be incurred in the performance of Federal agreements which have been retained for a minimum of seven (7) years from the date of final payment under the agreement or until audited, whichever is first. If any litigation, claim, negotiation, or audit has been threatened or filed before the expiration of the seven (7) year period, the documents may be destroyed after a minimum of seven (7) years from completion of any litigation and resolution of all issues that arise from it. (California Department of Health Services, State Records Management Program, Records Management and Administrative Support (RMAS) Unit Records Retention Schedule (DHS/STD 73 (1/98))
15. California Children's Services (CCS) case records, including Medical Therapy Unit records, may be destroyed after seven (7) years from the last date of service or the last action recorded on the case, or when the child reaches age 22, whichever is later.
16. All requests for certified copies of birth or death records, including the application and sworn statement, may be destroyed after seven (7) years from the date of request.
17. Any policy or procedure manuals or similar documentation related to Health Insurance Portability and Accountability Act of 1996 (HIPAA) Privacy Rights, including notices of privacy practices, authorizations, and other standard forms, must be retained for at least six (6) years from the date of its creation, or the date it was last in effect, whichever is later.
18. Patient requests for access, amendment, or accounting of disclosures of protected health information shall be retained for six (6) years from the date of the request.
19. Complaints concerning alleged violations of HIPAA Privacy Rights, and documentation concerning the handling of such complaints, shall be retained for a minimum of six (6) years from the date of last activity concerning that complaint.
20. Records concerning workplace training related to HIPAA, the Privacy Rule, and the County's privacy policy (Administrative Policy 8-400), including the processes for and the

Resolution No. 2009-054

Page 4 of 4

content of workplace training, including who received training, shall be retained for a period of at least six (6) years from the date of training.

21. Records of births and deaths, after one year from the date of registration, and with the approval and under the supervision of the State Registrar, may dispose of the local registrar's copies of the records, if (a) the original copies of the records are on file in the office of the State Registrar and (b) copies of the records are on file in the office of the county recorder. If the county recorder does not have copies of the records, he or she may accept the local registrar's copies as a special county record of the events. (HSC 102365)

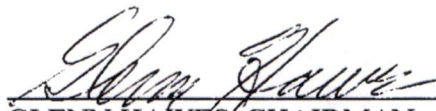
BE IT FURTHER RESOLVED that if any of the records described above are subject to threatened or pending litigation or a pending audit, they shall not be disposed of until one year after the matter is resolved. Those described records which are subject to a request for production shall not be disposed of until the matter is resolved.

BE IT FURTHER RESOLVED that all other records of the Department of Public Health shall be maintained permanently.

BE IT FURTHER RESOLVED that Resolutions No. 2007-056 and 88-26 are hereby repealed.

DULY PASSED AND ADOPTED this 23rd day of June, 2009 by the Board of Supervisors of the County of Shasta by the following vote:

AYES:	Supervisors Kehoe, Moty, Hawes, Hartman, and Baugh
NOES:	None
ABSENT:	None
ABSTAIN:	None
RECUSE:	None



GLENN HAWES, 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: December 4, 2018

CATEGORY: Consent - Law and Justice-6.

SUBJECT:

David Ransom Agreement

DEPARTMENT: Public Defender

Supervisory District No. : All

DEPARTMENT CONTACT: William Bateman, Public Defender (530) 245-7598

STAFF REPORT APPROVED BY: William Bateman, Public Defender

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 David Ransom in an amount not to exceed \$8,812.50 to provide legal runner services for the period September 23, 2018, through August 31, 2019.

SUMMARY

N/A

DISCUSSION

This agreement renews the contract between the Public Defender and David Ransom and reflects a monthly increase in cost from \$150 to \$250. Due to statutorily imposed duties and obligations, the Public Defender must file, serve, and notice legal and other documents. To facilitate an expedient, cost effective process for the filing, delivering, and processing of such documents, the Public Defender utilizes the services of David Ransom. The agreement is retroactive due to processing time.

ALTERNATIVES

The Board can choose to modify the terms of the agreement.

OTHER AGENCY INVOLVEMENT

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

FINANCING

The cost is included in the current Adopted Budget. The David Ransom renewal agreement will not exceed a cost of \$8,812.50. Consequently, the renewal agreement will have no additional General Fund impact.

ATTACHMENTS:

Description	Upload Date	Description
Ransom Agreement	11/19/2018	Ransom Agreement

NO WITHHOLDING

**PERSONAL SERVICES AGREEMENT
BETWEEN THE COUNTY OF SHASTA AND
DAVID RANSOM**

This agreement is entered into between the County of Shasta, through its Public Defender's Office ("Office"), a political subdivision of the State of California ("County") and David Ransom, an individual ("Runner") for the purpose of processing, delivering, filing, and returning various types and kinds of documents, legal and otherwise, by and between the Shasta County Public Defender's Office and other government institutions and agencies and private parties and entities (collectively, the "Parties" and individually a "Party").

Section 1. RESPONSIBILITIES OF RUNNER.

Pursuant to the terms and conditions of this agreement, Runner shall, Monday through Friday, inclusive, except for legal holidays recognized by the State of California and the County, on the dates and at those time(s) designated by the Office, a department of the County, process all documents and other papers and deliver those documents and other papers to a designated recipient(s), and, where required, file documents and other papers with the Shasta County Superior Court, returning all necessary documents and other papers to the Office, unless otherwise instructed on a specific disposition.

Section 2. RESPONSIBILITIES OF COUNTY.

County shall compensate Runner as prescribed in Sections 3 and 4 of this agreement, and shall monitor the outcomes achieved by Runner.

Section 3. COMPENSATION.

A. Runner shall be paid the following amounts for the satisfactorily providing the services described in Section 1 of this agreement:

- (1) For the period September 24 - 28, 2018, \$12.50 for each business day during these five days on which Runner renders satisfactory services, up to a maximum of \$62.50.
- (2) For the remainder of the initial term and any renewals as outlined in Section 5 of this agreement, Runner shall be paid \$250 each month services in Section 1 of this agreement are satisfactorily provided.
- (3) In the event this agreement's term ends on, or is otherwise terminated with an effective date of any day other than the final day of a calendar month, then Runner shall be paid the prorated rate (\$12.50) for each business day during the final calendar month of this agreement on which Runner renders satisfactory services, up to a maximum of \$250.00.

B. In no event shall the maximum amount payable under this agreement exceed \$8,812.50.

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

Section 5. TERM OF AGREEMENT.

The initial term of this agreement shall commence on September 23, 2018 and end August 31, 2019. The term of this agreement shall be automatically renewed for two additional one-year terms at the end of the initial term, under the same terms and conditions except as provided in Section 3, unless written notice of non-renewal is provided by either Party to the other Party at least 30 days prior to the expiration of the initial term or the then current term. Notwithstanding the foregoing, County shall not be obligated for payments hereunder for any future County fiscal year unless or until County's Board of Supervisors appropriates funds for this agreement in County's budget for that County fiscal year. In the event that funds are not appropriated for this agreement, then this agreement shall end as of June 30 of the last County fiscal year for which funds for this agreement were appropriated. For the purposes of this agreement, the County fiscal year commences on July 1 and ends on June 30 of the following year. County shall notify Runner in writing of such non-appropriation at the earliest possible date.

Section 6. TERMINATION OF AGREEMENT.

- A. If Runner materially fails to perform Runner's responsibilities under this agreement to the satisfaction of County, or if Runner fails to fulfill in a timely and professional manner Runner's responsibilities under this agreement, or if Runner 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 Runner. If termination for cause is given by County to Runner and it is later determined that Runner 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 Runner.

- 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 Public Defender or Assistant Public Defender of the County.
- E. Should this agreement be terminated, Runner shall promptly provide to County any and all finished and unfinished reports, data, studies, photographs, charts, and other documents prepared by Runner pursuant to this agreement.
- F. If this agreement is terminated, Runner 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. Runner shall be entitled to no other benefits other than those specified herein. Runner specifically acknowledges that in entering into and executing this agreement, Runner 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 Runner and the Public Defender or Assistant Public Defender, 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 Runner, Runner 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 RUNNER.

Runner 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 Runner performs the work or services that are the subject matter of this agreement; provided, however, that the work or services to be provided by Runner shall be provided in a manner consistent with the professional standards applicable to such work or services. The sole interest of County is to insure that the work or services shall be rendered and performed in a competent, efficient, and satisfactory manner. Runner 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 Runner were a County employee. County shall not be liable for deductions for any amount for any purpose from Runner's compensation. Runner shall not be eligible for coverage under County's workers' compensation insurance plan nor shall Runner be eligible for any other County benefit. Runner must issue W-2 and 941 Forms for income and employment tax purposes, for all of Runner's assigned personnel under the terms and conditions of this agreement.

Section 10. INDEMNIFICATION.

To the fullest extent permitted by law, Runner 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 Runner, or by any of Runner's subcontractors, any person employed under Runner, 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. Runner shall also, at Runner'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 Runner, or any of Runner's subcontractors, any person employed under Runner, or under any Subcontractor, or in any capacity. Runner 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 Runner'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 Runner's duties of defense and indemnification, Runner 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. Runner and any subcontractor shall obtain and maintain continuously required Workers' Compensation and Employer's Liability Insurance to cover Runner, subcontractor, Runner's partner(s), subcontractor's partner(s), Runner'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 Runner 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. Runner hereby certifies that Runner 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 Runner shall comply with such provisions before commencing the performance of the work or the provision of services pursuant to this agreement.
- C. Runner 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 Runner pursuant to this agreement.
- D. With regard to all insurance coverage required by this agreement:
 - (1) Any deductible or self-insured retention exceeding \$25,000 for Runner 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, Runner 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, Runner 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) Runner shall provide County with an endorsement or amendment to Runner'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, Runner 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 Runner 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, Runner shall provide County a certificate of insurance reflecting those limits.

- (8) Any of Runner'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 Runner or if any lawsuit is instituted concerning Runner's performance under this agreement and that in any way, directly or indirectly, contingently or otherwise, affects or might reasonably affect County, Runner 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. Runner 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. Runner 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. Runner represents that Runner is in compliance with and agrees that Runner 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 Runner under this agreement shall be used by Runner for sectarian worship, instruction, or proselytization. No funds or compensation received by Runner 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, Runner shall be solely responsible for any and all damages caused, and/or penalties levied, as the result of Runner's noncompliance with the provisions of this section.

Section 14. ACCESS TO RECORDS; RECORDS RETENTION.

- A. County, federal, and state officials shall have access to any books, documents, papers, and records of Runner that are directly pertinent to the subject matter of this agreement for the purpose of auditing or examining the activities of Runner or County. Except where longer retention is required by federal or state law, Runner 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. Runner 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. Runner 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. Runner 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. Runner agrees to repay County the full amount of payment received for duplicate billings, erroneous billings, audit exceptions, or false or deceptive claims. Runner 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 Runner.

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

Runner's failure to comply with state and federal child, family, and spousal support reporting requirements regarding Runner'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. Runner'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.

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

licenses, permits, certificates, and credentials shall be deemed a breach of this agreement and constitutes grounds for the termination of this agreement by County.

Section 17. PERFORMANCE STANDARDS.

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

Section 18. CONFLICTS OF INTEREST.

Runner and Runner'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: Public Defender's Office
1815 Yuba Street
Redding, CA 96001-1723
Phone: 530-245-7598
Fax: 530-245-7560

If to Runner: David Ransom
585 Mission De Oro Drive
Redding, CA 96003
Phone: 530-945-7979

- 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.

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

Section 22. PROPERTY TAXES.

Runner represents and warrants that Runner, on the date of execution of this agreement, (1) has paid all property taxes for which Runner is obligated to pay, or (2) is current in payments due under any approved property tax payment arrangement. Runner 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 Runner 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 Runner or its subsidiaries.

Section 25. CONFIDENTIALITY.

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

Section 26. CONFIDENTIALITY OF CLIENT INFORMATION.

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

cancellation of this agreement to which the State Department of Social Services regulations apply.

Section 27. SCOPE AND OWNERSHIP OF WORK.

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

Section 28. USE OF COUNTY PROPERTY.

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

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, County and Runner 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:

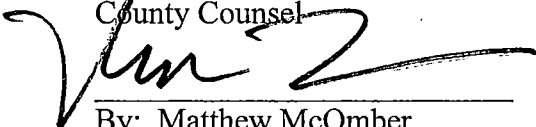
Les Baugh, CHAIRMAN
Board of Supervisors
County of Shasta
State of California

ATTEST:

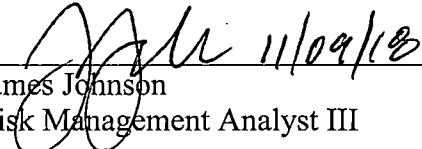
LAWRENCE G. LEES
Clerk of the Board of Supervisors

By: _____
Deputy

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


By: Matthew McOmber
Senior Deputy County Counsel


RISK MANAGEMENT APPROVAL

By:  11/09/18
James Johnson
Risk Management Analyst III

RUNNER

David Ransom

Date: 11/7/2018

By: 
David Ransom

REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS

BOARD MEETING DATE: December 4, 2018

CATEGORY: Consent - Public Works-7.

SUBJECT:

A-1 Tree Service Agreement Amendment

DEPARTMENT: Public Works

Supervisory District No. : All

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

STAFF REPORT APPROVED BY: Pat Minturn, Public Works Director

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

RECOMMENDATION

Approve and authorize the Chairman to sign an amendment, effective date of signing, to the agreement with Mikala Corp. dba A-1 Tree Service & Stump Removal to increase maximum compensation by \$45,000 for a new total not to exceed \$90,000, and retain the term July 24, 2017 through July 23, 2019.

SUMMARY

An agreement amendment is proposed with A-1 Tree Service for tree trimming services.

DISCUSSION

On July 24, 2017, the County entered into an Aggregate Public Works Construction Contract with A-1 Tree Service for tree pruning and stump removal services for an amount not to exceed \$15,000. On March 19, 2018, the contract was amended to increase total compensation to an amount not to exceed \$45,000. A-1 Tree Service was called upon during the Carr Fire. The current agreement amount has been exhausted. Additional agreement authority is proposed for the duration of the existing agreement.

ALTERNATIVES

The Board may decline to approve the proposed amendment. Tree service contractors are currently in high demand. It would be difficult to find another qualified contractor.

OTHER AGENCY INVOLVEMENT

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

FINANCING

Adequate funds have been included in the Proposed 2018/19 Facilities Management budget to cover the costs of the contract. Costs are charged back to the departments utilizing the tree trimming services. There is no additional General Fund impact.

ATTACHMENTS:

Description	Upload Date	Description
A-1 Tree Service Second Amendment	11/20/2018	A-1 Tree Service Second Amendment

**SECOND AMENDMENT TO THE AGREEMENT BETWEEN
THE COUNTY OF SHASTA AND
MIKALA CORP. dba A-1 TREE SERVICE & STUMP REMOVAL**

This Second Amendment is entered into between the County of Shasta, a political subdivision of the State of California through the Facilities Management Division of Public Works ("County") and Mikala Corp. dba A-1 Tree Service & Stump Removal ("Contractor")

R E C I T A L S

WHEREAS, County and Contractor have previously entered into an agreement on July 24, 2017 to provide for tree pruning and stump removal services ("Original Agreement"); and

WHEREAS, the original Agreement was amended on March 19, 2018 to increase the amount compensation payable to Contractor by \$30,000.00 for a new maximum compensation of \$45,000.00 over the entire term of the agreement ("First Amendment"); and

WHEREAS, County and Contractor desire to amend the Agreement to increase the amount compensation payable to Contractor by \$45,000. ("Second Amendment"); and

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

NOW, THEREFORE, the Agreement is amended as follows:

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

Section 3. CONTRACT SUM.

- 3.1 The Contract Sum is the total amount payable by County to Contractor for completion of all of the work under this Contract.
- 3.2 The Contract Sum shall not exceed \$90,000.00 unless otherwise modified in accordance with this Contract.

REAFFIRMATION

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

ENTIRE AGREEMENT

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

EFFECTIVE DATE

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

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

COUNTY OF SHASTA

Date: _____

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

ATTEST:

LAWRENCE G. LEES
Clerk of the Board of Supervisors

By: _____
Deputy

APPROVED AS TO FORM:

RUBIN E. CRUSE, JR
County Counsel

RISK MANAGEMENT APPROVAL

By: David M. Yorton, Jr. 11/5/18
David M. Yorton, Jr.
Senior Deputy County Counsel

By: James Johnson 11/05/18
James Johnson
Risk Management Analyst III

CONTRACTOR

Mikala Corp. dba
A-1 Tree Service & Stump Removal

By: _____

Print Name: A-1 Tree Service & Stump Removal

Title: President / CEO

Date: 11/5/18

Tax I.D. #: 82-3206407

REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS

BOARD MEETING DATE: December 4, 2018

CATEGORY: Consent - Public Works-8.

SUBJECT:

CSA No. 2-Sugarloaf Water – Terminate Local Emergency

DEPARTMENT: Public Works

County Service Area No. 2-Sugarloaf Water

Supervisory District No. : 4

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

STAFF REPORT APPROVED BY: Pat Minturn, Public Works Director

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

RECOMMENDATION

On behalf of County Service Area (CSA) No. 2-Sugarloaf Water, adopt a resolution which recognizes that the circumstances and factors that led to the September 11, 2018, proclamation of a local emergency due to low water production no longer exists and that the local emergency is hereby terminated.

SUMMARY

Dry conditions left County Service Area No. 2-Sugarloaf Water with limited water.

DISCUSSION

County Service Area No. 2-Sugarloaf Water (CSA) provides water service to 62 connections near Lakehead. The CSA draws water from a well and a spring. These supplies typically wane in late summer to about 15 gallons per minute. Demand tapers off after Labor Day and winter rains replenish supplies.

The spring has traditionally met winter demand. The well was held in reserve due to water quality concerns. Last year, the well was upgraded to meet current water quality standards and was pressed into continuous service. That prematurely exhausted that supply. Production was insufficient to meet demand. A significant leak has been located and repaired. Demand has decreased. Production currently exceeds demand. Existing grants have funded another well. Early testing of the well has proven favorable. Termination of the proclamation is recommended.

ALTERNATIVES

The Board may decline to adopt the resolution. The existing proclamation would remain in place.

OTHER AGENCY INVOLVEMENT

The Sheriff's Office made the initial proclamation. County Counsel has approved the resolution as to form. The

recommendation has been reviewed by the County Administrative Office.

FINANCING

The CSA No. 2 Sugarloaf Water Administration fund is currently in a negative cash position. A rate increase went into effect July 1, 2018. Wellhead improvements and waterline breaks have significantly increased operational costs. Disaster reimbursement may offset some expenditures. Potential General Fund impact is unknown at this time.

ATTACHMENTS:

Description	Upload Date	Description
Resolution - CSA 2 Sugarloaf Local Emergency Termination	11/28/2018	Resolution - CSA 2 Sugarloaf Local Emergency Termination

RESOLUTION NO. 2018-

**A RESOLUTION OF THE BOARD OF SUPERVISORS
OF THE COUNTY OF SHASTA
PROCLAIMING THE TERMINATION OF A LOCAL EMERGENCY FOR
COUNTY SERVICE AREA NO. 2-SUGARLOAF WATER**

WHEREAS, California Government Code Section 8630 and Shasta County Code Section 2.72.060 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 if the Board of Supervisors is not in session; and

WHEREAS, conditions of an emergency no longer exists for 139 full time residents in the Lakehead area, which could have impacted the entire community of Lakehead; and

WHEREAS, the County Service Area No. 2-Sugarloaf Water is a water system serving 62 connections to 139 full time residents. Water is extracted from a well and a spring; both were nearly exhausted. The combined water flow from these two sources was at approximately 9 gallons per minute (normal flows should be approximately 15 gallons per minute), making it difficult to deliver water to meet basic health and safety needs. The water system was struggling to maintain basic sanitation needs and was not be able provide enough water for fire protection needs; and

WHEREAS, on May 1, 2018, a boil water notice was issued for County Service Area No. 2-Sugarloaf Water. The boil water notice was rescinded on May 3, 2018; and

WHEREAS, on June 26, 2018, another boil water notice was issued for County Service Area No. 2-Sugarloaf Water. The boil water notice remains in effect; and

WHEREAS, Shasta County Public Works worked with State Control Water Resource Board for emergency delivery of water; and

WHEREAS, the Director of Emergency Services of the County did proclaim the existence of a local emergency within the County of Shasta due to the water shortage, on the 4th of September, 2018 at 9:15 a.m.; and

WHEREAS, the emergency continued until a seasonal decrease in demand occurred; and

WHEREAS, the Board of Supervisors does hereby find that the aforesaid conditions of extreme peril did warrant and necessitate the proclamation of the existence of a local emergency and request of the Governor to Proclaim a State of Emergency throughout Shasta County; and

WHEREAS, the Board of Supervisors adopted Resolution No. 2018-084 on September 11, 2018, proclaiming a local emergency for CSA No. 2- Sugarloaf Water; and

WHEREAS, the Board of Supervisors recognized that the circumstances that led to the September 11, 2018, proclamation continued to exist; and

Resolution No. 2018-
December 4, 2018
Page 2

WHEREAS, the Board of Supervisors adopted a resolution on November 6, 2018, proclaiming the continuation of a local emergency; and

WHEREAS, lower demand and the location and repair of a significant leak has allowed the well to recharge, and

WHEREAS, the Board of Supervisors recognizes that the circumstances that led to the September 11, 2018 proclamation no longer exist.

NOW, THEREFORE BE IT RESOLVED AND PROCLAIMED that the Board of Supervisors hereby terminates its proclamation of a local emergency due to the ability of the water system to deliver water to meet health and safety needs.

DULY PASSED AND ADOPTED this 4th day of December, 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: December 4, 2018

CATEGORY: Consent - Public Works-9.

SUBJECT:

J & J Pumps Contract Amendment

DEPARTMENT: Public Works

Supervisory District No. : All

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

STAFF REPORT APPROVED BY: Pat Minturn, Public Works Director

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

RECOMMENDATION

Approve and authorize the Chairman to sign a retroactive amendment, effective October 1, 2018, to the contract with J & J Pumps, Inc., for pump maintenance repair, to increase compensation by \$55,000 for a new total not to exceed \$100,000, and retain the term October 23, 2017 through October 22, 2019, with one automatic one-year renewal.

SUMMARY

An amendment is proposed to the contract with J & J Pumps, Inc. for the maintenance, replacement and repair of pumps.

DISCUSSION

On October 23, 2017, the County entered into an Aggregate Public Works Construction Contract with J & J Pumps, Inc. to provide on-call pump maintenance and repair. The contract amount was not to exceed \$45,000. This year, two of the three raw water pumps serving Jones Valley have failed. J & J Pumps replaced the second failed pump to maintain fire protection. The contract amount has been exhausted and additional contract authority is proposed for the duration of the contract.

ALTERNATIVES

The Board may decline to approve the proposed amendment. Pump service needs are often urgent.

OTHER AGENCY INVOLVEMENT

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

FINANCING

Adequate funds were included in the Adopted 2018/19 budget units for the various CSA's to cover the costs of the

contract. There is no General Fund impact.

ATTACHMENTS:

Description	Upload Date	Description
J & J Pumps First Amendment	11/26/2018	J & J Pumps First Amendment

**FIRST AMENDMENT TO THE AGREEMENT BETWEEN
THE COUNTY OF SHASTA AND J & J PUMPS, INC.**

This First Amendment is entered into between the County of Shasta, a political subdivision of the State of California, and through its Department of Public Works ("County") and J & J Pumps, Inc. ("Contractor") for maintenance, repair and replacement of pumps.

RECITALS

WHEREAS, County and Contractor have previously entered into an agreement on October 23, 2017, for the maintenance, repair and replacement of pumps on an "on call" basis (the "Original Agreement"); and

WHEREAS, County and Contractor desire to amend the Agreement to change the compensation for the services to be provided herein and to increase the amount of compensation payable to Contractor by \$55,000.00 ("First Amendment"); and

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

NOW, THEREFORE, the Agreement is amended as follows:

Paragraph 3.2 of Section 3. **CONTRACT SUM** of the Agreement is amended as of the October 01, 2018 to read as follows:

Section 3. CONTRACT SUM

3.2 In no event shall the maximum amount payable to Contractor pursuant to this agreement exceed \$100,000.00.

REAFFIRMATION

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

ENTIRE AGREEMENT

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

EFFECTIVE DATE

Unless otherwise provided, this Amendment shall be deemed effective as of October 01, 2018.

SIGNATURE PAGE FOLLOWS

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

COUNTY OF SHASTA

Date: _____

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

ATTEST:

LAWRENCE G. LEES
Clerk of the Board of Supervisors

By: _____
Deputy

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

RISK MANAGEMENT APPROVAL

By: David M. Yorton, Jr.
David M. Yorton, Jr.
Senior Deputy County Counsel

By: James Johnson 11/19/18
James Johnson
Risk Management Analyst III

CONTRACTOR
J & J PUMPS, INC.

By: Alicia Herrera
Print Name: Alicia Herrera
Title: Secretary
Date: 11/19/18
Tax I.D. #: 84-1631691

By: C.J. Herrera Jr.
Print Name: Cyrus Herrera Jr.
Title: COO
Date: 11/19/18
Contractor's License #: 836011

REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS

BOARD MEETING DATE: December 4, 2018

CATEGORY: Consent - Public Works-10.

SUBJECT:

Old 44 Drive at Oak Run Creek Bridge Replacement Project – Notice of Completion

DEPARTMENT: Public Works

Supervisory District No. : 5

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

STAFF REPORT APPROVED BY: Pat Minturn, Public Works Director

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

RECOMMENDATION

Approve and authorize the Public Works Director to sign a Notice of Completion for the “Old 44 Drive (3H05) at Oak Run Creek (6C-389) Bridge Replacement Project,” Contract No. 705927, and record it within 15 days of actual completion.

SUMMARY

The new Old 44 Drive at Oak Run Creek Bridge is nearly complete.

DISCUSSION

The County is replacing the Old 44 Drive at Oak Run Creek Bridge. The existing 20-foot wide bridge was functionally obsolete. On June 12, 2018, MCM Construction, Inc. was awarded the construction contract. The new structure is a 32-foot wide, two-lane concrete box girder bridge on the same alignment. Traffic has been closed to through traffic during construction. Work is expected to be completed by the end of December.

ALTERNATIVES

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

OTHER AGENCY INVOLVEMENT

The County Administrative Office has reviewed this recommendation.

FINANCING

The total project cost will be approximately \$3,145,000. Federal funds will cover 88.53%. Adequate funds are included in the Adopted FY 2018/19 Roads budget. There is no General Fund impact.

REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS

BOARD MEETING DATE: December 4, 2018

CATEGORY: Consent - Public Works-11.

SUBJECT:

ThyssenKrupp Elevator Contract

DEPARTMENT: Public Works

Supervisory District No. : All

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

STAFF REPORT APPROVED BY: Pat Minturn, Public Works Director

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

RECOMMENDATION

Approve and authorize the Chairman to sign a retroactive contract with ThyssenKrupp Elevator Corporation for a total not to exceed \$45,000 to provide monthly maintenance services and repairs of elevators at the Shasta County Jail for the period December 1, 2018, through November 30, 2019, with one automatic one-year renewal.

SUMMARY

A maintenance contract is proposed for elevators at the Jail.

DISCUSSION

The County contracts with ThyssenKrupp to maintain elevators in County buildings. Jail elevators are maintained through one contract and all other elevators are maintained through another. The Jail contract expired a few days ago. It is recommended that the Board approve a retroactive one-year agreement with one automatic renewal.

ALTERNATIVES

The Board may decline to approve the proposed contract. Elevators require third-party maintenance.

OTHER AGENCY INVOLVEMENT

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

FINANCING

Adequate funds have been included in the Proposed 2018/19 Facilities Management budget to cover the costs of the contract. Costs are charged back to the Jail for utilizing the services. There is no additional general fund impact.

ATTACHMENTS:

Description	Upload Date	Description
ThyssenKrupp Elevator Contract	11/26/2018	ThyssenKrupp Elevator Contract

NO WITHHOLDING

AGGREGATE PUBLIC WORKS
CONSTRUCTION CONTRACT

THIS CONTRACT is between the County of Shasta, a political subdivision of the State of California through its Facilities Management Division of Public Works ("County") and ThyssenKrupp Elevator Corporation ("Contractor") to provide full monthly maintenance services and repairs of elevators at the Shasta County Jail.

Section 1. THE WORK

Contractor shall perform all the work required by the Contract Documents. The work is described generally as follows:

- 1.1 The Contractor shall provide full monthly maintenance service for three geared traction elevators twice during each calendar month, no more than once during any 14 calendar day period located at the Jail (the "Elevators"). The work shall be performed Mondays through Fridays 7:00 am through 5:00 pm except for days declared to be County holidays. Contractor shall provide five calendar days prior notice to County's Facilities Management's maintenance supervisor of Contractor's intent to service the Elevators. The work shall include examination and maintenance of the Elevators for proper operation, lubrication and adjustments to the control and landing positioning systems, signal fixtures, machines, drives, motors, governors, sheaves, ropes, power units, pumps, valves, jacks, car and hoistway door opening devices and linkages, door protection equipment, loadweighers, car frames, platforms and counterweights, all safety devices and related mechanisms, and all related equipment. Monthly maintenance shall include lubrication of all equipment related to the Elevators' parts and components to maximize the Elevators' performance and safe operation, re-lamping all signals and remote signal stations as needed (during regular scheduled visits); repair or replacement of components worn due to normal wear, cleaning all of the Elevators' equipment clean, and any other work or service necessary to maintain the Elevators' in good operating condition. The Contractor is familiar with the condition and operating status of the elevators and agrees to the scope of service further described in Exhibit A attached hereto and incorporated in this Contract.
- 1.2 In the event additional repairs are found during test, the Contractor shall report the location and problem found to Facilities Management. Each such project shall be negotiated between the Contractor and representatives of the Facilities Management. The scope of work, materials type, and the project price shall be agreed to in writing between the Contractor and Facilities Management. A purchase order number shall be issued prior to the commencement of each project and shall be considered a notice to proceed with the work. In no event shall the

ThyssenKrupp Elevator Corporation

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CONTRACT NO. C1188

Public Works Construction Contract

total sum payable for all projects assigned under this Contract exceed the amount set forth in Section 3 of this Contract.

- 1.3 In the event emergency work is needed during non-regular County work hours, the Contractor shall contact Facilities Management for approval to commence the work. Facilities Management may provide verbal or written approval to commence the emergency work provided the total cost of the work does not exceed \$1,000.00 and written confirmation of the work performed and the charge for such work is received by County no later than 10:00 am on the next regular County business day.
- 1.4 The Contractor shall respond to callbacks during normal business hours at no additional charge. Callbacks are defined as minor adjustments or emergency entrapments. The Contractor shall absorb the overtime worked hours at straight time for callbacks outside of normal business hours, charging the overtime premium portion only, including travel time which is not to exceed two hours, at an hourly rate of \$232.00 for Mondays through Saturdays and an hourly rate of \$315.00 charged for Sundays and days declared to be County holidays.
- 1.5 The work to be undertaken by Contractor with regard to each project shall include all labor, equipment, parts, and materials, and be performed to the satisfaction of the County. Contractor shall use only technicians licensed by the State of California to perform the maintenance and repairs services provided for this contract.
- 1.6 County shall provide reasonable access to County's property and/or buildings as needed by Contractor to perform the work required for each project.

Section 2. TIME OF COMMENCEMENT AND COMPLETION

- 2.1 The initial term of this Contract shall be for one year beginning December 01, 2018. The term of this Contract shall be extended for one additional one-year terms under the same terms and conditions unless written notice of non-renewal is provided to Contractor at least 30 days prior to the expiration of the initial term or the then current term.
- 2.2 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 contract in county's budget for that County fiscal year. In the event that funds are not appropriated for this contract, then this contract shall end as of June 30 of the last County fiscal year for which funds for this contract were appropriated. For the purposes of this contract, 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.

ThyssenKrupp Elevator Corporation

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CONTRACT NO. C1188

Public Works Construction Contract

- 2.3 If Contractor materially fails to perform Contractor's responsibilities under this contract to the satisfaction of County, or if Contractor fails to fulfill in a timely and professional manner Contractor's responsibilities under this contract, or if Contractor violates any of the terms or provisions of this contract, then County shall have the right to terminate this contract 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 2.4 of this section.
- 2.4 County may terminate this contract without cause on thirty (30) days written notice to Contractor.
- 2.5 County may terminate this contract immediately upon oral notice should funding cease or be materially decreased during the term of this contract.
- 2.6 County's right to terminate this contract may be exercised by the Shasta County Board of Supervisors, the Shasta County Executive Officer or his or her designee or the County's Public Works Director.
- 2.7 If this contract is terminated, Contractor shall only be paid for services satisfactorily completed and provided prior to the effective date of termination.

Section 3. CONTRACT SUM

The Contract Sum is the total amount payable by County to Contractor for completion of all of the work under this Contract. The Contract Sum shall not exceed \$ 45,000.00 unless otherwise modified in accordance with this Contract.

Section 4. PAYMENT SCHEDULE

- 4.1 If the Completion Date of this Contract as specified in Section 2 is 30 or fewer calendar days after the issuance of the Notice to Proceed, County shall make a lump sum payment of 95 percent of the Contract Sum upon substantial completion of the Project.
- 4.2 If the Completion Date of this Contract as specified in Section 2 is more than 30 calendar days after the issuance of the Notice to Proceed, Contractor shall submit to County on or before the fifth day of each month an application for payment ("Application for Payment") specifying in detail the labor and materials expended toward completion of the Project during the previous month. County's review of the Application for Payment and estimate of the value of labor and materials expended toward completion of the Project shall be final. County shall pay to Contractor, by the 20th of each month, 95 percent of the value, as determined by

ThyssenKrupp Elevator Corporation

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CONTRACT NO. C1188

Public Works Construction Contract

County in its sole discretion, of the labor and materials expended toward completion of the Project during the previous month. Upon substantial completion of the Project, County shall have paid to Contractor through monthly payments as set forth above, 95 percent of the Contract Sum. County shall make final payment of the remaining 5 percent (the "Retention") not later than 45 days after substantial completion of the Project, provided the Contract is then fully performed and the Project has been accepted by County, and subject to the provisions of Sections 5 and 8. The payment of progress payments shall not be construed as an absolute acceptance of the Project up to the time of such payments, the entire Project being subject to final inspection and approval of County.

4.3 If progress payments are to be made under this Contract, the provisions of Public Contract Code section 20104.50 apply. Section 20104.50 provides that:

- .1 if the County fails to make any progress payment within 30 days after receipt of an undisputed and properly submitted payment request from Contractor, County shall pay interest to Contractor thereon at the legal rate of Code of Civil Procedure Section 685.010;
- .2 County shall review each payment request as soon as practicable after receipt to determine if it is proper;
- .3 County shall return to the Contractor within seven days of its receipt by County any payment request that County determines to be improper together with a written statement of reasons why the request is not proper; and
- .4 the number of days available to County to make a payment without incurring interest shall be reduced by the number of days by which County exceeds the seven-day return requirement.

A progress payment does not include any portion of the final payment designated as the Retention.

Section 5. PAYMENTS

- 5.1 Except as provided in this Section, payments to Contractor shall be made as provided in Section 4.
- 5.2 Payments may be withheld on account of: (1) defective work not remedied; (2) claims or stop notices filed; (3) failure of Contractor to make payments properly to subcontractors or for labor, materials, or equipment; (4) damage to another contractor; or (5) unsatisfactory prosecution of the work by Contractor.

ThyssenKrupp Elevator Corporation

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CONTRACT NO. C1188

Public Works Construction Contract

- 5.3 Final payment shall not be due until Contractor has delivered to County a complete release of all stop notices arising out of this Contract or receipts in full covering all labor, materials, and equipment for which a lien could be filed, or a bond satisfactory to County indemnifying County against any such notice or lien.
- 5.4 No payment issued to Contractor by County or on behalf of County, shall be construed to be a waiver by County of its right to seek any remedy, or assert any cause of action, in law or equity for breach of any provision of this Contract.

Section 6. CONTRACT DOCUMENTS

- 6.1 The Contract Documents shall consist of this Contract; any supplemental or special conditions to this Contract; any plans, specifications, and drawings; any addenda and bulletins; and any other documents, including but not limited to change orders and modifications, signed by both parties relating to the Project. The intention of the Contract Documents is to place on Contractor the obligation to provide all labor, materials, equipment, and other items necessary for the proper execution and completion of the Project and the terms and conditions of payment therefor, and also to perform all work which may be reasonably necessary to produce the intended results.
- 6.2 If specifications and drawings have been prepared for the Project, the specifications and drawings are intended to correlate so that any work exhibited in the drawings and not mentioned in the specifications, or vice versa, is to be executed the same as if both were mentioned in the specifications and set forth in the drawings.
- 6.3 The term "work" as used in the Contract Documents includes all labor and necessary to complete the Project and all materials and equipment incorporated or to be incorporated in construction of the Project.

Section 7. CONTRACTOR

- 7.1 Contractor acknowledges that Contractor (as well as Contractor's principals, employees, subcontractors, and suppliers) is an independent contractor and not an employee, agent, or representative of County and that nothing in this Contract is intended to alter Contractor's independent contractor status. Contractor acknowledges that Contractor shall be solely responsible for and shall indemnify and hold County harmless from all matters relating to payment of Contractor's employees, subcontractors, suppliers, and others, including compliance with Social Security, withholding and all other regulations governing such matters.

ThyssenKrupp Elevator Corporation

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CONTRACT NO. C1188

Public Works Construction Contract

- 7.2 Contractor shall supervise and direct the work using Contractor's best skill and attention. Contractor shall be solely responsible for all construction means, methods, techniques, sequences, and procedures and for coordinating all portions of the work under this Contract. If the work of this Contract is part of a larger project, Contractor shall communicate and cooperate with County and any other contractors on the larger project to the extent necessary so that the performance and sequence of the larger project may be carried forward in good order and in a timely manner.
- 7.3 Unless otherwise specifically noted in a writing signed by County, Contractor shall provide and pay for all labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for the proper execution and completion of the Project.
- 7.4 Contractor shall at all times enforce strict discipline and good order among Contractor's employees, and shall not employ on the Project any unfit person or anyone not skilled in the task assigned.
- 7.5 Contractor represents and warrants to County that all materials and equipment incorporated in the Project will be new unless otherwise specified, and that all work will be of good quality, free from faults and defects, and in conformance with the Contract Documents. All work not so conforming to these standards may be considered defective. This warranty shall be in addition to any other warranty provided by law or contract.
- 7.6 Contractor shall pay all sales, consumer, use, and other similar taxes required by law and shall secure and pay for all permits, fees, and licenses necessary for the execution of the work and completion of the Project.
- 7.7 Contractor shall give all notices and comply with all laws, ordinances, rules, regulations, and orders of any public authority bearing on the performance of the work and completion of the Project, and shall notify County if any of the Contract Documents are at variance therewith.
- 7.8 Contractor shall be responsible for the acts and omissions of all Contractor's employees and all subcontractors, their agents, and employees, and all other persons performing any of the work toward completion of the Project under a contract with Contractor.
- 7.9 Contractor at all times shall keep the premises free from accumulation of waste materials or rubbish caused by Contractor's operations. Upon completion of the Project, Contractor shall remove all of Contractor's waste materials and rubbish from and about the Project as well as all of Contractor's tools, construction

ThyssenKrupp Elevator Corporation

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CONTRACT NO. C1188

Public Works Construction Contract

equipment, machinery, and surplus materials. If Contractor fails to comply with this provision (Section 7.9), County may clean up the premises and charge the costs to Contractor. Contractor shall pay the County's costs within 30 days of receipt of County's bill therefor.

- 7.10 Contractor acknowledges that Contractor has made an independent investigation of the Project site, including underground conditions and all other conditions that might affect the progress of the work and is satisfied as to those conditions.
- 7.11 Contractor acknowledges that Contractor has read and understands all of the Contract Documents.
- 7.12 Contractor acknowledges awareness of the provisions of subdivision (b) of Public Contract Code section 7103.5, which states as follows:

In entering into a public works contract or a subcontract to supply goods, services, or materials pursuant to a public works contract, the contractor or subcontractor offers and agrees to assign to the awarding body all rights, title and interest in and to all causes of action it may have under Article 4 of the Clayton Act (15 U.S.C. §. 15) or under the Cartwright Act (Chapter 2 (commencing with section 16700) of Part 2 Division 7 of the Business and Professions Code), arising from purchase of goods, services, or materials pursuant to the public works contract or the subcontract. This assignment shall be made and become effective at the time the awarding body tenders final payment to the contractor, without further acknowledgment by the parties.

Section 8. LIQUIDATED DAMAGES

- 8.1 The time limit specified in Section 2 is of the essence of this Contract. Contractor shall complete the Project by the Completion Date specified in Section 2 unless County agrees in writing to an extension of time.
- 8.2 The term "day" as used in the Contract Documents shall mean calendar day.
- 8.3 Failure to complete the Project within the time and in the manner provided for by the Contract Documents shall subject Contractor to liquidated damages.
- 8.4 The actual occurrence of damages and the actual amount of the damages which County would suffer if the Project were not completed within the specified time set forth are dependent upon many circumstances and conditions which could prevail in various combinations and it is impracticable and extremely difficult to fix the actual damages. Damages which County would suffer in the event of delay include,

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but are not limited to, loss of the use of the Project, costs of administration, inspection, supervision, and the loss suffered by the public by reason of the delay in the work. Accordingly, the parties agree that the amount herein set forth shall be presumed to be the amount of damages sustained by the failure of Contractor to complete the Project within the time specified. Contractor agrees that the liquidated damages are not manifestly unreasonable under the circumstances and agrees that such sum is not intended as a penalty against the Contractor.

8.5 The amount of liquidated damages to be paid by Contractor to County for failure to complete the work as specified in this Contract will be \$ 250.00 for each day by which completion of the Project is delayed beyond the Completion Date, such amount being the actual cash value agreed upon as the loss to County resulting from Contractor's default.

8.6 In the event Contractor shall become liable for liquidated damages under this Section, County, in addition to all other remedies provided by law, shall have the right to withhold all or any part of the Retention which would otherwise be or become due Contractor, until the liability of Contractor under this Section has been fully satisfied. If the Retention is not sufficient to discharge all liabilities of Contractor incurred under this Section, Contractor and Contractor's sureties shall continue to remain liable to County until all such liabilities are fully satisfied.

Section 9. PROTECTION OF PERSONS AND PROPERTY

Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the work on the Project. Contractor shall take all reasonable precautions for the safety of, and shall provide all reasonable protection to prevent damage, injury, or loss to: (1) all employees on the work and other persons who may be affected thereby, (2) all the work and all materials and equipment to be incorporated in the Project, and (3) other property at the Project site or adjacent thereto. In executing the work to complete the Project, Contractor shall comply with all applicable laws, ordinances, rules, regulations, and orders of any public authority having jurisdiction over the safety of persons or property or to protect them from damage, injury, or loss. With respect to the work to complete the Project, all damages or loss to any property caused in whole or in part by Contractor, any subcontractor, any sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable, shall be remedied by Contractor, except damage or loss directly and solely attributable to the negligent acts or omissions of County.

Section 10. INDEMNITY

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

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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 contract 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 contract 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 contract.

Section 11. CONTRACTOR'S INSURANCE

- 11.1 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 contract 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.
- 11.2 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 contract. 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

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provisions before commencing the performance of the work or the provision of services pursuant to this contract.

11.3 Contractor shall require subcontractors to furnish satisfactory proof to County that liability, workers' compensation, and other types of required insurance have been obtained and are maintained similar to that required of Contractor pursuant to this Contract.

11.4 With regard to all insurance coverage required by this Contract:

.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 Contract.

.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 Contract and continue coverage for a period of three years after the expiration of this Contract and any extensions thereof. In lieu of maintaining post-Contract 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 coverage for claims received and reported three years after the expiration date of this Contract.

.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 contract 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 endorsement or amendment thereto, shall contain a "separation of insureds" clause which shall read:

"Separation of Insureds.

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Except with the respect of 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 Contract.
- .6 The insurance required herein shall be in effect at all times during the term of this Contract. In the event any insurance coverage expires at any time during the term of this Contract, 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 Contract 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 Contract, County may, in addition to any other remedies it may have, terminate this Contract 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 Contractors 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. CHANGES IN THE WORK

- 12.1 Contractor and County agree that changes in this Contract or in the Project shall become effective only when written in the form of a Supplemental Contract or Change Order and approved and signed by County and Contractor. If this Contract has been executed by County’s Board of Supervisors or Executive Officer, and if the Supplemental Contract or change order does not result in raising the level of compensation above \$45,000.00, the Public Works Director may sign the Supplemental Contract or Change Order for County. It is specifically agreed that County shall have the right to request any alterations, deviations, reductions, or additions to the Contract Documents, including without limitation the plans and

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specifications or any of them, and the amount of the cost thereof shall be added to or deducted from the amount of the Contract Sum by fair and reasonable valuations. This Contract shall be held to be completed when the Project is completed in accordance with the original plans and specifications as amended by any Supplemental Contract(s) or Change Order(s). If a Supplemental Contract or Change Order requires an extension of time, time for completion of the Project shall be extended to the date specified in the Supplemental Contract or Change Order. Contractor shall not be subject to any claims for liquidated damages for such period of time, but Contractor shall have no claim for any other compensation for any such delay. No Supplemental Contract or Change Order shall release or exonerate any surety upon any guarantee or bond given in connection with this Contract.

12.2 If any portion of the work involves digging trenches or other excavations that extend deeper than four feet below the surface, then:

- .1 Contractor shall promptly, and before the following materials or conditions are disturbed, notify County in writing of any:
 - (a) material that Contractor believes may be material that is hazardous waste, as defined in section 25117 of the California Health and Safety Code, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law;
 - (b) subsurface or latent physical conditions at the Project site differing from those anticipated by the parties; and
 - (c) unknown physical conditions at the Project site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in this Contract.
- .2 County shall promptly investigate, and if County finds that the physical conditions at the Project site do materially so differ, or do involve hazardous waste, and cause a decrease or increase in Contractor's cost of, or the time required for, performance of any part of the work, and shall prepare for execution a Supplemental Contract or issue a Change Order under the procedures prescribed in the Contract Documents.
- .3 In the event that a dispute arises between County and Contractor whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in Contractor's cost of, or time required for, performance of any part of the work, Contractor shall not be excused from the scheduled Completion Date provided for by the Contract Documents, but shall proceed with all work to be performed under this Contract. Contractor shall retain any and all rights provided either by this Contract or

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by law which pertain to the resolution of disputes and protests between contracting parties.

Section 13. PROSECUTION OF WORK DESPITE DISPUTES

In the event of a dispute between County and Contractor as to an interpretation of any of the Contract Documents, or as to the quality or sufficiency of material or workmanship, the decision of County shall for the time being prevail and Contractor, without delaying the Project, shall proceed as directed by County without prejudice to a final determination by negotiation, arbitration, or litigation (subject to subsection 21.2 herein) in accordance with the provisions of the Contract Documents. Should Contractor be finally determined to be either wholly or partially correct, County shall reimburse Contractor to that extent for added costs Contractor may have incurred by reason of work done or material supplied beyond the terms of this Contract as a result of complying with County's directions.

Section 14. DEFAULT BY CONTRACTOR

14.1 Contractor shall prosecute the work diligently to completion and in all events within the time specified in Section 2. If Contractor fails to achieve satisfactory progress or fails to supply a satisfactory number of skilled workers and adequate equipment and materials for the efficient execution of the work and completion of the Project or if Contractor disregards laws, ordinances, or instructions of County, then County may give Contractor a written notice requiring correction of the problem(s). If Contractor fails to correct the problem(s) or fails to make satisfactory arrangements for the correction of the problem(s) within five days of receipt of County's written notice, Contractor shall be deemed in default and County may terminate this Contract effective immediately upon written notice to Contractor. If Contractor files for bankruptcy, is adjudged bankrupt, makes a general assignment for the benefit of Contractor's creditors, has a receiver appointed on account of Contractor's insolvency, Contractor shall be deemed in default and County may terminate this Contract effective immediately upon written notice to Contractor. Contractor and Contractor's surety on the performance bond, if any, shall remain liable for liquidated damages and other damages should the work be delayed beyond the Completion Date.

14.2 In the event of default by Contractor, and if the surety elects not to take over and perform this Contract, County may take over the work or hire the work out to another contractor and prosecute the Project to completion at Contractor's expense by any method County deems, in its sole discretion, advisable. Contractor and Contractor's surety shall be liable to County for any excess incurred by County in excess of the Contract Sum. If County elects to perform the work itself, County may, without liability, take possession of and utilize in completing the Project, such equipment, materials, appliances, plants, and other property belonging to Contractor as is located on the Project site and necessary for completion of the

Project. All subcontracts shall automatically be assigned to County and County may terminate any subcontract for County's convenience. If the expense of completing the Project exceeds the unpaid balance of the Contract Sum, Contractor shall pay the difference to the County, including but not limited to, rent paid to third parties and increased or additional labor costs incurred by County.

Section 15. PERFORMANCE BOND AND LABOR AND MATERIAL PAYMENT BOND

If the price for an individual project assigned under this Contract is \$4,000.00 or less, no performance bond or labor and material payment bond is required. For projects exceeding \$4,000.00, Contractor shall provide County with a performance bond and a labor and materials payment bond. The performance bond shall be in an amount of 100 percent of the individual project quotation insuring the faithful performance of the project under the provisions of this Contract. The labor and material payment bond shall be in an amount of 100 percent of the project quotation to insure the payment of all obligations incurred by Contractor in connection with the work covered by this Contract. The bonds shall be in such form as County may prescribe and with such sureties as may be agreeable to the parties. Contractor shall deliver the labor and material payment bond and the performance bond at the time of the execution of a written notice to proceed with the work.

Section 16. SUBSTITUTION OF SECURITIES

- 16.1 Consistent with California Public Contract Code section 22300, Contractor may substitute securities for any moneys withheld by County to ensure performance under this Contract. At the request and expense of Contractor, securities equivalent to the amount to be withheld shall be deposited with County, or with a state or federally chartered bank in California as the escrow agent, which shall then pay those moneys to Contractor. Upon satisfactory completion of this Contract, the securities shall be returned to Contractor.
- 16.2 Alternatively, Contractor may request and County shall make payment of any Retention directly to the escrow agent at the expense of Contractor. At the expense of Contractor, Contractor may direct the investment of the payments into securities and Contractor shall receive the interest earned on the investments upon the same terms provided for in this Section for securities deposited by Contractor. Upon satisfactory completion of the Project, Contractor shall receive from the escrow agent all securities, interest, and payments received by the escrow agent from County, pursuant to the terms of this Section. Contractor shall pay to each subcontractor, not later than 20 days of receipt of the payment, the respective amount of interest earned, net of costs attributed to retention withheld from each

subcontractor, on the amount of retention withheld to insure the performance of Contractor.

- 16.3 Securities eligible for investment under this Section shall include those listed in Government Code section 16430, bank or savings and loan certificates of deposit, interest bearing demand deposit accounts, standby letters of credit, or any other security mutually agreed to by Contractor and County. Contractor shall be the beneficial owner of any securities substituted for moneys withheld and shall receive any interest thereon.

Section 17. PREVAILING WAGE RATES

- 17.1 If the Contract Sum is \$1,000 or more, Contractor shall pay, and shall require any subcontractor to pay, not less than the specified prevailing rates of per diem wages to all laborers, workers, and mechanics employed by them in the execution of this Contract in accordance with the provisions of Article 2 (commencing with section 1770) of Chapter 1 of Part 7 of Division 2 of the Labor Code. Copies of the prevailing rate of per diem wages are on file at County's Department of Public Works, located at 1855 Placer Street, Redding, California, and are available to Contractor upon request. Contractor shall also pay, and shall require each subcontractor to pay, travel and subsistence payments to each laborer, worker, and mechanic needed to execute the work.
- 17.2 If the Contract Sum is \$1,000 or more, Contractor shall comply with Labor Code section 1775. In accordance with Labor Code section 1775, Contractor shall forfeit as a penalty to County such amount as is determined by the Labor Commissioner, or otherwise \$50.00, for each calendar day or portion thereof for each worker paid less than the prevailing rates as determined by the Director of Industrial Relations for such work or craft in which such worker is employed for any work done under this Contract or by any subcontractor under this Contract. In addition to such penalty and pursuant to section 1775, the difference between prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the prevailing wage rate shall be paid to each worker by Contractor.
- 17.3 If the Contract Sum is \$1,000 or more, Contractor shall keep, and shall require each subcontractor to keep, an accurate payroll record showing the name, address, social security number, work classification, the straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by Contractor and any subcontractors in connection with the execution of this Contract or any subcontract under this Contract. Such records shall be certified and shall be open at all

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reasonable hours to inspection by County, its officers and agents, and to the representatives of the Division of Labor Standards Enforcement and the Division of Apprenticeship Standards of the State Department of Industrial Relations and to the public through request to the County, the Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement. Contractor shall comply fully with the provisions of Labor Code section 1776 in connection with the keeping and disclosure of payroll records and shall also require all subcontractors to comply therewith.

- 17.4 The Department of Industrial Relations (DIR) has launched an online application at: <https://efiling.dir.ca.gov/PWCR/ActionServlet?action=displayPWCRegistrationForm> for public works contractors to meet the requirements of Senate Bill 854. Contractors must register and meet requirements using the new online application before performing work on public works contracts in California. The application also provides agencies that administer public works programs with a searchable database of qualified contractors at <https://efiling.dir.ca.gov/PWCR/Search>.

Section 18. WORKING HOURS

In accordance with the provisions of sections 1810 to 1815 of the Labor Code, eight hours labor shall constitute a day's work, and no worker in the employ of Contractor, or any subcontractor, doing any part of the work contemplated by this Contract, shall be required or permitted to work more than eight hours in one calendar day or 40 hours in one calendar week, unless such worker is paid for all hours worked in excess thereof at not less than 1-1/2 times the basic rate of pay. Contractor and each subcontractor shall keep an accurate record showing the persons so employed and actual hours worked each calendar day and each calendar week by all workers employed in connection with the work contemplated by this Contract, which records shall be open at all reasonable hours to the inspection of County and the Division of Labor Standards Enforcement. It is hereby further agreed that Contractor shall forfeit as a penalty to County the sum of \$25.00 for each worker employed in the execution of this Contract by Contractor or any subcontractor for each calendar day during which said worker is required or permitted to labor more than eight hours in any one calendar day or 40 hours in any one calendar week in violation of sections 1810 to 1815 of the Labor Code.

Section 19. EMPLOYMENT OF APPRENTICES

Contractor agrees to comply with Labor Code sections 1777.5, 1777.6, and 3070, *et seq.*, each of which is incorporated by reference into this Contract. In summary, those statutory provisions require that contractors and subcontractors employ apprentices (as that term is defined in section 3077 of the Labor Code) in apprenticeable occupations in the ratio stipulated in the apprenticeship standards under which the apprenticeship program operates, but in no case shall the ratio be less than one hour worked by an apprentice for each five hours worked by a journeyman, unless an exemption is granted, and that

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contractors and subcontractors shall not discriminate among otherwise qualified employees as indentured apprentices on any public works on the ground of race, religious creed, color, national origin, ancestry, sex, or age. Only apprentices who are in training under written apprenticeship agreements shall be employed on public works in apprenticeable occupations. The responsibility for compliance with these provisions for all apprenticeable occupations rests with Contractor.

Section 20. GUARANTY

- 20.1 Contractor guarantees all equipment, materials, supplies, and work used in completing the Project. Should any of the materials or equipment prove defective or should the work as a whole or any part thereof prove defective, due to faulty workmanship, material furnished, or methods of installation, or should the Project or any part thereof fail to operate properly as originally intended and in accordance with any plans and specifications, due to any of the above causes within 12 months (or such longer period of time as may be prescribed by law, the supplier, or the manufacturer) after the date on which the Project is accepted by County, Contractor agrees to reimburse County, upon demand, for County's expenses incurred in restoring the Project to the condition contemplated, including, but not limited to, the cost of any such equipment or materials replaced, the cost of removing and replacing any other work necessary to make such replacement or repairs, and the cost of testing the repaired or restored work, or, upon demand by County, to replace any such material and to repair said work completely without cost to County so that the Project will function successfully as originally contemplated. Contractor expressly agrees to act as co-guarantor of all equipment and materials incorporated in the Project, and Contractor shall supply County with all warranty and guarantee documents relative to such equipment and materials which are guaranteed or warranted by their suppliers or manufacturers. The provisions of this Section apply to work done by any subcontractors of Contractor as well as to work done by Contractor.
- 20.2 County shall have the unqualified option to make any needed replacement or repairs to the Project, or to have such replacements or repairs done by Contractor. In the event County elects to have said work performed by Contractor, Contractor agrees that the said work shall be accomplished and such materials as are necessary shall be furnished and installed and any testing of repaired and replaced materials or work shall be done within 45 days (or such other time period as County and Contractor may agree upon in writing), after the receipt of demand from County and at no additional cost to County. If Contractor shall fail or refuse to comply with Contractor's obligations under this Section, County shall be entitled to all costs and expenses, including attorneys' fees, reasonably incurred by reason of the said failure or refusal.

Section 21. MISCELLANEOUS PROVISIONS

- 21.1 Utility Relocation. County shall comply with Government Code section 4215, regarding responsibility for the removal, relocation, or protection of existing main or trunk-line utility facilities located on the Project site, if such utilities are not identified by the County in the Contract Documents.

County shall compensate Contractor for the costs of locating, repairing damage not due to the failure of the contractor to exercise reasonable care, and removing or relocating such utility facilities not indicated in the Contract Documents with reasonable accuracy, and for equipment on the Project necessarily idled during such work.

Contractor shall not be assessed liquidated damages for delay in completion of the Project, when such delay was caused by the failure of County or the owner of the utility to provide for removal or relocation of such utility facilities.

- 21.2 Claims, Arbitration, Governing Law and Venue. Any claim or demand, arising under or relating to the performance of this Contract, as defined in Public Contract Code section 9204(c)(1)(A-C) shall be subject to the procedures set forth in Public Contract Code section 9204 (A copy is attached hereto and made a part hereof). Any claim or demand for monetary compensation or damages, arising under or relating to the performance of this Contract, not defined in Public Contract Code section 9204(c)(1)(A-C) shall be resolved through arbitration through the rules and procedures contained in California Public Contracts Code section 10240 et seq. and of the California Public Works Contract Arbitration (PWCA) Program. This Contract shall be governed by and construed in accordance with the laws of the State of California. The parties also agree that, in the event of litigation, venue shall be in the proper court located in Shasta County, California.
- 21.3 Non-Discrimination. Contractor shall not unlawfully 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.
- 21.4 Assignment of Contract. Contractor shall not assign or transfer by operation of law or otherwise any or all of Contractor's rights, burdens, duties, or obligations under this Contract without the prior written consent of the surety on the performance bond, if any, and County.

21.5 Notices.

- .1 Any notice required to be given pursuant to the terms and provisions of this Contract shall be in writing and shall be sent by first-class mail to the following address:

If to County Shasta County Department of Public Works
1855 Placer Street
Redding, CA 96001
530/225-5661; Fax 530/225-5667

If to Contractor Thomas J. Krimmel
ThyssenKrupp Elevator Corporation
940 Riverside Parkway, Suite 20
West Sacramento, CA 95605
916-376-8700 Fax 916-572-2888

- .2 Notice shall be deemed effective two days after mailing.

21.6 Document or Report Prepared by Contractor. As required by Government Code section 7550, each document or report prepared by Contractor for or under the direction of County pursuant to this contract shall contain the numbers and dollar amount of the contract and all subcontracts under the contract relating to the preparation of the document or written report. If multiple documents or written reports are the subject of the contract or subcontracts, the disclosure section may also contain a statement indicating that the total contract 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, contract number, and dollar amount. If more than one document or report is produced under this contract, Contractor shall add: "This [document or report] is one of [number] produced under this contract."

21.7 Binding Effect. This Contract shall inure to the benefit of and shall be binding upon Contractor and County and their respective successors and assigns.

21.8 Severability. If any portion of this Contract 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 Contract, 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 Contract are severable.

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- 21.9 Amendments. Except as provided in Section 12, 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.
- 21.10 Entire Agreement. This Contract and the other Contract Documents as defined in Section 6 hereof constitute the entire agreement between the parties. There are no understandings, agreements, representations, or warranties, express or implied, not specified in this Contract or the other Contract Documents. Contractor shall be entitled to no other benefits other than those specified herein. Contractor, by the execution of this Contract, acknowledges that Contractor has read this Contract and all other Contract Documents, understands them, and agrees to be bound by their terms and conditions.
- 21.11 Contract Preparation. It is agreed and understood by the parties hereto that this Contract has been arrived at through negotiation and that neither party is to be deemed the party which created any uncertainty in this Contract within the meaning of Civil Code section 1654.
- 21.12 Property Taxes. Contractor represents and warrants that Contractor, on the date of execution of this contract, (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 contract.

SIGNATURE PAGE FOLLOWS

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

COUNTY OF SHASTA

Date: _____

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

ATTEST:

LAWRENCE G. LEES
Clerk of the Board of Supervisors

By: _____
Deputy

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

RISK MANAGEMENT APPROVAL

By: David M. Yorton, Jr. 11/16/18
David M. Yorton, Jr.
Senior Deputy County Counsel

By: James Johnson 11/15/18
James Johnson
Risk Management Analyst III

CONTRACTOR
THYSSENKRUPP ELEVATOR CORPORATION

By: _____

Print Name: Paul Termini

Title: Branch Manager

Date: 11/13/18

Tax I.D. #: 62-1211267

By: _____

Print Name: Thomas Kammel

Title: Account Manager

Date: 11/13/18

Contractor's License No: 651371

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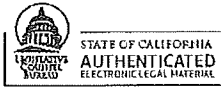
*See next page for Public Contract Code section 9204.

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State of California

PUBLIC CONTRACT CODE

Section 9204

9204. (a) The Legislature finds and declares that it is in the best interests of the state and its citizens to ensure that all construction business performed on a public works project in the state that is complete and not in dispute is paid in full and in a timely manner.

(b) Notwithstanding any other law, including, but not limited to, Article 7.1 (commencing with Section 10240) of Chapter 1 of Part 2, Chapter 10 (commencing with Section 19100) of Part 2, and Article 1.5 (commencing with Section 20104) of Chapter 1 of Part 3, this section shall apply to any claim by a contractor in connection with a public works project.

(c) For purposes of this section:

(1) "Claim" means a separate demand by a contractor sent by registered mail or certified mail with return receipt requested, for one or more of the following:

(A) A time extension, including, without limitation, for relief from damages or penalties for delay assessed by a public entity under a contract for a public works project.

(B) Payment by the public entity of money or damages arising from work done by, or on behalf of, the contractor pursuant to the contract for a public works project and payment for which is not otherwise expressly provided or to which the claimant is not otherwise entitled.

(C) Payment of an amount that is disputed by the public entity.

(2) "Contractor" means any type of contractor within the meaning of Chapter 9 (commencing with Section 7000) of Division 3 of the Business and Professions Code who has entered into a direct contract with a public entity for a public works project.

(3) (A) "Public entity" means, without limitation, except as provided in subparagraph (B), a state agency, department, office, division, bureau, board, or commission, the California State University, the University of California, a city, including a charter city, county, including a charter county, city and county, including a charter city and county, district, special district, public authority, political subdivision, public corporation, or nonprofit transit corporation wholly owned by a public agency and formed to carry out the purposes of the public agency.

(B) "Public entity" shall not include the following:

(i) The Department of Water Resources as to any project under the jurisdiction of that department.

(ii) The Department of Transportation as to any project under the jurisdiction of that department.

(iii) The Department of Parks and Recreation as to any project under the jurisdiction of that department.

(iv) The Department of Corrections and Rehabilitation with respect to any project under its jurisdiction pursuant to Chapter 11 (commencing with Section 7000) of Title 7 of Part 3 of the Penal Code.

(v) The Military Department as to any project under the jurisdiction of that department.

(vi) The Department of General Services as to all other projects.

(vii) The High-Speed Rail Authority.

(4) "Public works project" means the erection, construction, alteration, repair, or improvement of any public structure, building, road, or other public improvement of any kind.

(5) "Subcontractor" means any type of contractor within the meaning of Chapter 9 (commencing with Section 7000) of Division 3 of the Business and Professions Code who either is in direct contract with a contractor or is a lower tier subcontractor.

(d) (1) (A) Upon receipt of a claim pursuant to this section, the public entity to which the claim applies shall conduct a reasonable review of the claim and, within a period not to exceed 45 days, shall provide the claimant a written statement identifying what portion of the claim is disputed and what portion is undisputed. Upon receipt of a claim, a public entity and a contractor may, by mutual agreement, extend the time period provided in this subdivision.

(B) The claimant shall furnish reasonable documentation to support the claim.

(C) If the public entity needs approval from its governing body to provide the claimant a written statement identifying the disputed portion and the undisputed portion of the claim, and the governing body does not meet within the 45 days or within the mutually agreed to extension of time following receipt of a claim sent by registered mail or certified mail, return receipt requested, the public entity shall have up to three days following the next duly publicly noticed meeting of the governing body after the 45-day period, or extension, expires to provide the claimant a written statement identifying the disputed portion and the undisputed portion.

(D) Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the public entity issues its written statement. If the public entity fails to issue a written statement, paragraph (3) shall apply.

(2) (A) If the claimant disputes the public entity's written response, or if the public entity fails to respond to a claim issued pursuant to this section within the time prescribed, the claimant may demand in writing an informal conference to meet and confer for settlement of the issues in dispute. Upon receipt of a demand in writing sent by registered mail or certified mail, return receipt requested, the public entity shall schedule a meet and confer conference within 30 days for settlement of the dispute.

(B) Within 10 business days following the conclusion of the meet and confer conference, if the claim or any portion of the claim remains in dispute, the public entity shall provide the claimant a written statement identifying the portion of the claim that remains in dispute and the portion that is undisputed. Any payment due on

an undisputed portion of the claim shall be processed and made within 60 days after the public entity issues its written statement. Any disputed portion of the claim, as identified by the contractor in writing, shall be submitted to nonbinding mediation, with the public entity and the claimant sharing the associated costs equally. The public entity and claimant shall mutually agree to a mediator within 10 business days after the disputed portion of the claim has been identified in writing. If the parties cannot agree upon a mediator, each party shall select a mediator and those mediators shall select a qualified neutral third party to mediate with regard to the disputed portion of the claim. Each party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator. If mediation is unsuccessful, the parts of the claim remaining in dispute shall be subject to applicable procedures outside this section.

(C) For purposes of this section, mediation includes any nonbinding process, including, but not limited to, neutral evaluation or a dispute review board, in which an independent third party or board assists the parties in dispute resolution through negotiation or by issuance of an evaluation. Any mediation utilized shall conform to the timeframes in this section.

(D) Unless otherwise agreed to by the public entity and the contractor in writing, the mediation conducted pursuant to this section shall excuse any further obligation under Section 20104.4 to mediate after litigation has been commenced.

(E) This section does not preclude a public entity from requiring arbitration of disputes under private arbitration or the Public Works Contract Arbitration Program, if mediation under this section does not resolve the parties' dispute.

(3) Failure by the public entity to respond to a claim from a contractor within the time periods described in this subdivision or to otherwise meet the time requirements of this section shall result in the claim being deemed rejected in its entirety. A claim that is denied by reason of the public entity's failure to have responded to a claim, or its failure to otherwise meet the time requirements of this section, shall not constitute an adverse finding with regard to the merits of the claim or the responsibility or qualifications of the claimant.

(4) Amounts not paid in a timely manner as required by this section shall bear interest at 7 percent per annum.

(5) If a subcontractor or a lower tier subcontractor lacks legal standing to assert a claim against a public entity because privity of contract does not exist, the contractor may present to the public entity a claim on behalf of a subcontractor or lower tier subcontractor. A subcontractor may request in writing, either on his or her own behalf or on behalf of a lower tier subcontractor, that the contractor present a claim for work which was performed by the subcontractor or by a lower tier subcontractor on behalf of the subcontractor. The subcontractor requesting that the claim be presented to the public entity shall furnish reasonable documentation to support the claim. Within 45 days of receipt of this written request, the contractor shall notify the subcontractor in writing as to whether the contractor presented the claim to the public entity and, if the original contractor did not present the claim, provide the subcontractor with a statement of the reasons for not having done so.

(e) The text of this section or a summary of it shall be set forth in the plans or specifications for any public works project that may give rise to a claim under this section.

(f) A waiver of the rights granted by this section is void and contrary to public policy, provided, however, that (1) upon receipt of a claim, the parties may mutually agree to waive, in writing, mediation and proceed directly to the commencement of a civil action or binding arbitration, as applicable; and (2) a public entity may prescribe reasonable change order, claim, and dispute resolution procedures and requirements in addition to the provisions of this section, so long as the contractual provisions do not conflict with or otherwise impair the timeframes and procedures set forth in this section.

(g) This section applies to contracts entered into on or after January 1, 2017.

(h) Nothing in this section shall impose liability upon a public entity that makes loans or grants available through a competitive application process, for the failure of an awardee to meet its contractual obligations.

(i) This section shall remain in effect only until January 1, 2020, and as of that date is repealed, unless a later enacted statute, that is enacted before January 1, 2020, deletes or extends that date.

(Added by Stats. 2016, Ch. 810, Sec. 1. (AB 626) Effective January 1, 2017. Repealed as of January 1, 2020, by its own provisions.)

ThyssenKrupp Elevator Corporation

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CONTRACT NO. C1188

Public Works Construction Contract

REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS

BOARD MEETING DATE: December 4, 2018

CATEGORY: Consent - Public Works-12.

SUBJECT:

West Central Landfill GCCS Expansion (2018) – 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 “West Central Landfill Gas Collection and Control System Expansion – 2018,” Contract No. 207515, and record it within 15 days of actual completion of the work.

SUMMARY

The gas extraction well field at West Central Landfill has been expanded.

DISCUSSION

West Central Landfill is equipped with a gas extraction system. Methane gas is collected and burned with a flare. Efforts are under way to harness the gas as a renewable energy source.

The collection system is periodically expanded to improve collection efficiency and serve new fill areas. On September 11, 2018, Aptim Environmental & Infrastructure, Inc. was awarded the West Central Landfill Gas Collection and Control System Expansion – 2018 Project. The work entailed installation of 25 gas extraction wells. This work is nearing completion.

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 60 days.

OTHER AGENCY INVOLVEMENT

The recommendation has been reviewed by the County Administrative Office.

FINANCING

The total cost of this project is estimated to be \$300,000. Adequate funds have been included in the Adopted 2018/19 Solid Waste budget. There is no General Fund impact.

REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS

BOARD MEETING DATE: December 4, 2018

CATEGORY: Regular - General Government-3.

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 a grant awarded to the California Highway Patrol Redding Areas Command to fund enhanced enforcement, a regional task force, and public awareness campaign related to driving under the influence of drugs or alcohol in Shasta County; 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
CHP Grant Letter	11/28/2018	CHP Grant Letter

BOARD OF SUPERVISORS

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DAVID A. KEHOE, DISTRICT 1
LEONARD MOTY, DISTRICT 2
MARY RICKERT, DISTRICT 3
STEVE MORGAN, DISTRICT 4
LES BAUGH, DISTRICT 5

December 4, 2018

California Highway Patrol
Redding Area
2503 Cascade Boulevard
Redding, CA 96003-0999

Dear Captain Loveless:

On behalf of Shasta County Board of Supervisors, we are pleased to express our support of the grant awarded to the California Highway Patrol (CHP) Redding Areas command by the California Office of Traffic Safety.

The grant provides funding for enhanced law enforcement patrols, a regional task force, and an impaired driving public awareness campaign throughout Shasta County. The results of this project will provide motorists with safer roadways with an emphasis on reducing the number of fatalities and serious injury resulting from fatal and injury traffic collisions attributed to driving under the influence (DUI) of alcohol and/or drugs in Shasta County.

There has been an increase in the number of DUI involved collisions resulting in fatalities and serious injury. Grant funding would provide an aggressive anti-DUI public awareness campaign aimed to deter such behavior and to remind the public of law enforcement's zero tolerance for impaired driving. The CHP Redding Area will also deploy additional officers on jurisdictional state highways and unincorporated roads in Shasta County.

We also support the newly established, Redding Regional Campaign Against Impaired Drivers Task Force which will focus on providing increased awareness of anti-DUI traffic safety problems and help educate the local communities throughout Shasta County.

Thank you in advance for your consideration. If you need further information, please feel free to contact me at (530) 225-5557.

Sincerely,

Les Baugh, Chairman
Board of Supervisors
County of Shasta

REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS

BOARD MEETING DATE: December 4, 2018

CATEGORY: Regular - General Government-4.

SUBJECT:

Discuss Board participation in the jail review process.

DEPARTMENT: Administrative Office

Supervisory District No. : All

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

STAFF REPORT APPROVED BY: Larry Lees, County Executive Officer

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

RECOMMENDATION

Take the following actions: (1) Discuss the potential designation of a member of the Board of Supervisors to participate in the Shasta County jail operations review process; and (2) provide further direction to staff.

SUMMARY

N/A

DISCUSSION

On March 27, 2018, the Board of Supervisors approved staff to solicit proposals from qualified consultants of a team of consultants to perform an independent review of Shasta County's jail operations. On June 26, 2018, the Board of Supervisors directed staff to enter into contract negotiations with CGL Companies, LLC.

On November 13, 2018, the Board of Supervisors approved an agreement with CGL Companies, LLC to provide an independent review of the County's jail operations. By consensus, the Board of Supervisors also expressed a will to have a member of the Board of Supervisors represented during the jail review process. The Board of Supervisors directed staff to bring an item back on an upcoming agenda to discuss making such a designation.

ALTERNATIVES

The Board may choose not to designate a representative to participate in the jail review process.

OTHER AGENCY INVOLVEMENT

None.

FINANCING

There is no additional General Fund impact.