



SHASTA COUNTY

BOARD OF SUPERVISORS

1450 Court Street, Suite 308B
Redding, California 96001-1673
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(800) 479-8009
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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, November 6, 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 David Stark, Grace Presbyterian Church

Pledge of Allegiance: Supervisor Moty

REGULAR CALENDAR

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

BOARD MATTERS

R 1 Board Matters

Adopt a resolution which recognizes Shasta County Health and Human Services Agency Staff Services Analyst II Cynthia WeaselBear as Shasta County's Employee of the Month for November 2018.

No Additional General Fund Impact

Simple Majority Vote

R 2 Board Matters

Adopt a proclamation which designates November 27, 2018, as "North State Giving Tuesday" 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 Auditor-Controller

Adopt a resolution regarding the Fiscal Year (FY) 2018-19 Tax Rates which: (1) Repeals Resolution No. 2018-086; and (2) approves the FY 2018-19 Tax Rates as submitted by the Auditor-Controller.

- | | | |
|-----|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------|
| | General Fund Impact | Simple Majority Vote |
| C 2 | Clerk of the Board | |
| | Adopt a resolution which repeals Resolution No. 2015-057 and approves the Conflict of Interest Code for the Burney Water District. | |
| | No General Fund Impact | Simple Majority Vote |
| C 3 | Clerk of the Board | |
| | Adopt a resolution which repeals Resolution No. 2017-024 and approves the Conflict of Interest Code for the Igo-Ono-Platina Union School District. | |
| | No General Fund Impact | Simple Majority Vote |
| C 4 | Clerk of the Board | |
| | Adopt a resolution which repeals Resolution No. 2017-022 and approves the Conflict of Interest Code for the Redding School District. | |
| | No General Fund Impact | Simple Majority Vote |
| C 5 | Clerk of the Board | |
| | Adopt a resolution which repeals Resolution No. 2017-025 and approves the Conflict of Interest Code for the Shasta Union Elementary School District. | |
| | No General Fund Impact | Simple Majority Vote |
| C 6 | Clerk of the Board | |
| | Approve the minutes of the meeting held on October 23, 2018, as submitted. | |
| | No General Fund Impact | Simple Majority Vote |
| C 7 | Support Services-Personnel | |
| | Adopt a salary resolution, effective November 11, 2018, which amends the County Salary Schedule as follows: (1) Add footnote 76: An employee in the classification of Staff Nurse I/II shall receive an additional five percent (5%) of base pay when assigned to a unit performing utilization review activities/duties; and (2) add footnote 77: An employee in the classification of Staff Nurse I/II who performs the Emergency Department assignment shall receive an additional five percent (5%) of base pay for those hours worked in the Emergency Department assignment. | |
| | No Additional General Fund Impact | Simple Majority Vote |

HEALTH AND HUMAN SERVICES

C 8 Health and Human Services Agency-Adult Services

Approve and authorize the Chairman to sign a retroactive renewal agreement with Shasta Community Health Center, a Federally Qualified Health Center, in a amount not to exceed \$598,070 to provide outpatient mental health and substance abuse treatment services for the period July 1, 2018 through June 30, 2021.

No Additional General Fund Impact Simple Majority Vote

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

Adopt a resolution which approves and authorizes the Health and Human Services Agency (HHSA) Director, the HHSA Children's Branch Director, and the Chief Probation Officer, to sign children and adolescent's supportive services Memorandums of Understanding (MOU) with the California Department of Social Services and California Department of Health Care Services so long as there is no compensation or revenue, the total term does not exceed three years, and the MOUs otherwise comply with Administrative Policy 6-101, *Shasta County Contracts Manual*.

No Additional General Fund Impact Simple Majority Vote

C 10 Health and Human Services Agency-Children's Services

Approve and authorize the Chairman to sign an amendment, effective date of signing, to the agreement with the Shasta County Child Abuse Prevention Coordinating Council to provide parent learning and supportive services to increase compensation by \$125,112 (for a total not to exceed \$653,919) to add Response Path Zero services, and retain the term August 16, 2017 through August 15, 2018, with two automatic one-year renewals.

No Additional General Fund Impact Simple Majority Vote

C 11 Health and Human Services Agency-Public Health

Approve and authorize the Chairman to sign a retroactive renewal agreement with Technical Resource Management, LLC, dba Cordant Health Solutions in an amount not to exceed \$110,000 to provide drug and alcohol confirmation testing for the period July 1, 2018, through June 30, 2019, with two one-year optional renewals.

No Additional General Fund Impact Simple Majority Vote

C 12 Health and Human Services Agency-Regional Services

Approve and authorize the Chairman to sign an amendment, effective date of signing, to the revenue agreement with the City of Redding for the Opportunity Center to provide recyclable materials sorting services increasing monthly compensation to \$38,628.07 per month effective January 1, 2019, updating the City of Redding Holiday Schedule, and retaining the term of December 1, 2015, through December 31, 2020.

No General Fund Impact Simple Majority Vote

PUBLIC WORKS

C 13 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 the circumstances and factors that led to the September 11, 2018, proclamation of a local emergency have not been resolved and there is a need for continuation of the proclamation.

No General Fund Impact

Simple Majority Vote

C 14 Public Works

Take the following actions regarding the “Gas Point Road at No Name Ditch Box Culvert Replacement Project,” Contract No. 703923: (1) Find the project categorically exempt in conformance with the California Environmental Quality Act (CEQA) Guidelines Section 15301, Class 2-Replacement or Reconstruction; (2) approve and authorize the Chairman to sign right-of-way contracts with: (a) James Dame and Linda Dame for right-of-way (0.23 acres at \$5,000) and Temporary Construction Easement (TCE) (0.35 acres at \$5,450), plus a Federal Highway Administration (FHWA) signing incentive of \$1,000; (b) Tyler Duenas and Tina Duenas for right-of-way (0.03 acres at \$4,650) and TCE (0.35 acres at \$3,100), plus a FHWA signing incentive of \$1,000; and (c) Timothy Paradis and Christina Paradis for right-of-way (0.05 acres at \$4,900) and TCE (0.06 acres at \$500), plus a FHWA signing incentive of \$1,000; and (3) accept three Easement Deeds conveying the right-of-way parcels.

No General Fund Impact

Simple Majority Vote

C 15 Public Works

Award to the lowest responsive and responsible bidder, S.T. Rhoades Construction, Inc., on a unit cost basis, the contract for “The Gas Point Road at Park Drive Intersection Improvements,” Contract No. 702984, in the amount of \$1,433,422.50.

No General Fund Impact

Simple Majority Vote

C 16 Public Works

Approve and authorize the Public Works Director to sign a Notice of Completion for the “Gas Point Road Widening Project,” Contract No. 702976, and record it within 15 days of actual completion.

No General Fund Impact

Simple Majority Vote

C 17 Public Works

Award to the lowest responsive and responsible bidder, Apex Fence Co., Inc., on a unit cost basis, the contract for construction of the “Guardrail Repair (Off-System Roadways) Project,” Contract No. 704010-OFF SYS, in the amount of \$178,819.63.

No General Fund Impact

Simple Majority Vote

C 18 Public Works

Approve and authorize the Public Works Director to sign a Notice of Completion for the “2018 Redding Regional Septage Impoundment 1B Cleanout Project,”

Contract No. 207513, and record it within 15 days of actual completion of the work.

No General Fund Impact

Simple Majority Vote

C 19 Public Works

Take the following actions: (1) Approve and authorize the Support Services Department-Purchasing Unit (County Purchasing) to establish a vehicle price list for the remainder of Fiscal Year 2018-19 based on the lowest responsive bids; (2) approve and authorize County Purchasing to award Request for Bid (RFB) No. 19-04 for the purchase of County Fleet Vehicles to: (a) Lithia Toyota for 2019 mid-size sedans; (b) Lithia Chevrolet for 2019 full-size sedans; and (c) SJ Denham for 2019 7-passenger vans and 2019 AWD/4WD SUVs; (3) approve and authorize County Purchasing to award RFB No. 19-05 for the purchase of Law Enforcement vehicles to: (a) SJ Denham for 2019 Dodge Charger Pursuit and 2019 Dodge Durangos; and (b) Lithia Chevrolet for 2019 Chevy Tahoe Police Pursuit Vehicles; and (4) approve and authorize Fleet Management to purchase these vehicles for County Departments for the remainder of FY 2018-19.

No Additional General Fund Impact

Simple Majority Vote

OTHER AGENCIES

SPECIAL DISTRICTS/OTHER AGENCIES CONSENT CALENDAR

The Shasta County Board of Supervisors will recess and convene as the Shasta County Housing Authority.

SHASTA COUNTY HOUSING AUTHORITY

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

SDC 1 Housing Authority

Take the following actions: (1) Approve a budget amendment increasing Salary & Benefit appropriations and revenue by \$18,791, offset with use of fund balance, in the Housing Authority budget; and (2) adopt a salary resolution, effective November 11, 2018, which amends the County Position Allocation List to delete 0.5 Full Time Equivalent (FTE) Assistant Social Worker/Social Worker position allocation and add 1.0 FTE Assistant Social Worker/Social Worker position allocation in the Housing Authority budget.

No Additional General Fund Impact

4/5 Vote

The Shasta County Housing Authority will adjourn and convene as the Shasta County Water Agency.

SHASTA COUNTY WATER AGENCY

The Shasta County Board of Supervisors does not receive any additional compensation or stipend for acting as the Shasta County Water Agency.

**SDC 2 Public Works
 Water Agency**

Adopt a resolution which designates the following staff as negotiators for the Water Infrastructure Improvement for the Nation (WIIN) Act conversion process: James Ross, Assistant County Counsel; David Yorton, Senior Deputy County Counsel; Pat Minturn, Chief Engineer; Eric Wedemeyer, Supervising Engineer; and Charleen Beard, Supervising Engineer.

No General Fund Impact

Simple Majority Vote

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

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; and (2) receive Supervisors' reports on countywide issues.

No General Fund Impact

No Vote

R 4 Support Services-Personnel

Take the following actions: (1) Adopt a resolution approving a successor comprehensive Memorandum of Understanding (MOU) with the Shasta County Deputy Sheriffs' Association (DSA) for the Deputy Sheriff, Sergeant and District Attorney Investigator Unit (DSS/DAI) covering the period September 1, 2018, through August 31, 2020; and (2) adopt a salary resolution effective November 11, 2018 which amends the Salary Schedule for positions in County Service pursuant to the DSA-DSS/DAI MOU.

General Fund Impact

Simple Majority Vote

R 5 Treasurer-Tax Collector/Public Administrator

Approve and authorize the Tax Collector to sell two tax-defaulted properties in a sealed bid tax auction on February 20, 2019 and up to 67 tax-defaulted properties during a public tax auction February 22, 2019 to the highest bidder, noting that any unsold sealed bid parcels will be included in the public tax auction, and any unsold parcels may be re-offered at a reduced minimum price the same day of the public auction after recess.

General Fund Impact

Simple Majority Vote

SCHEDULED HEARINGS

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

RESOURCE MANAGEMENT

R 6 Resource Management

Take the following actions regarding Zone Amendment (ZA)18-0006, consisting of housing related text amendments to the County Zoning Plan: (1) Conduct a public hearing; (2) close the public hearing; (3) find that ZA18-0006 is not subject to the California Environmental Quality Act (CEQA) in accordance with the provisions of Government Code sections 15060(c)(2) and 15061(b)(3) as stated in Planning Commission Resolution 2018-032; and (4) introduce, waive the reading of and enact an Ordinance of the Board of Supervisors of the County of Shasta Amending the Shasta County Code Title 17 Zoning Plan, pursuant to ZA18-0006.

No Additional General Fund Impact

Simple Majority Vote

CLOSED SESSION ANNOUNCEMENT

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

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

Name of Case: *Everett Jewett, et al. v. County of Shasta*

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:
11/08/2018	2:00 p.m.	Planning Commission Meeting	Board Chambers
11/13/2018	9:00 a.m.	Board of Supervisors Meeting	Board Chambers
11/20/2018		Board of Supervisors Meeting Canceled	
11/27/2018		Board of Supervisors Meeting Canceled	

11/28/2018	1:00 p.m.	Special Planning Commission Meeting	Board Chambers
12/04/2018	8:30 a.m.	Air Pollution Control Board	Board Chambers
12/04/2018	9:00 a.m.	Board of Supervisors Meeting	Board Chambers

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

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

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

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

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

REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS

BOARD MEETING DATE: November 6, 2018

CATEGORY: BOARD MATTERS-1.

SUBJECT:

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

DEPARTMENT: Board Matters
Support Services-Personnel

Supervisory District No. : All

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

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

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

RECOMMENDATION

Adopt a resolution which recognizes Shasta County Health and Human Services Agency Staff Services Analyst II Cynthia WeaselBear as Shasta County's Employee of the Month for November 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 November 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 Cynthia Weaselbear, Staff Services Analyst II, Health and Human Services Agency (HHSA) be recognized as the November 2018 Employee of the Month.

Ms. Weaselbear developed the Contract Monitoring Program with tools to define roles, assess and assign risk levels, and implement monitoring plans and performance summaries. The program was completed and used during the FY 17/18 contract renewal season.

Through utilization of the Contracts Monitoring Program, HHSA-Children's Services Branch (HHSA-CS) is better able to ensure all critical reports are collected, insurance documents are received, invoices tracked, in person meetings with contractors are held, and objectives are met by contractors.

Ms. Weaselbear was instrumental in establishing the HHSA-CS Contracts Team. She organizes and prepares the agenda for regular contract meetings with CAO, County Counsel, her Manager, and her Branch Director. These regular meetings help to keep her contracts process running smoothly and timely, reducing the number of retroactive agreements presented to the CEO and the BOS.

The Contracts Monitoring tools were shared with other County Departments to help share resources that can benefit the entire County in developing consistent monitoring systems.

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
EOM November 2018 Resolution	10/4/2018	EOM November 2018 Resolution

RESOLUTION NO. _____

**A RESOLUTION OF THE BOARD OF SUPERVISORS
OF THE COUNTY OF SHASTA
RECOGNIZING CYNTHIA WEASELBEAR, STAFF SERVICES ANALYST II
OF THE SHASTA COUNTY HEALTH AND HUMAN SERVICES AGENCY,
AS NOVEMBER 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 Cynthia Weaselbear, Staff Services Analyst II of the Shasta County Health and Human Services Agency, is hereby named Shasta County Employee of the Month for November 2018; and

BE IT FURTHER RESOLVED that Ms. Weaselbear developed the Contract Monitoring Program with tools to define roles, assess and assign risk levels, and implement monitoring plans and performance summaries. The program was completed and used during the FY 17/18 contract renewal season.

Through utilization of the Contracts Monitoring Program, HHSA-Children's Services Branch (HHSA-CS) is better able to ensure all critical reports are collected, insurance documents are received, invoices tracked, in person meetings with contractors are held, and objectives are met by contractors.

Ms. Weaselbear was instrumental in establishing the HHSA-CS Contracts Team. She organizes and prepares the agenda for regular contract meetings with CAO, County Counsel, her Manager, and her Branch Director. These regular meetings help to keep her contracts process running smoothly and timely, reducing the number of retroactive agreements presented to the CEO and the BOS.

The Contracts Monitoring tools were shared with other County Departments to help share resources that can benefit the entire County in developing consistent monitoring systems.

DULY PASSED AND ADOPTED this 6th day of November, 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: November 6, 2018

CATEGORY: BOARD MATTERS-2.

SUBJECT:

North State Giving Tuesday Proclamation

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 November 27, 2018, as "North State Giving Tuesday" in Shasta County.

SUMMARY

N/A

DISCUSSION

N/A

ALTERNATIVES

The Board could choose not to adopt the proclamation.

OTHER AGENCY INVOLVEMENT

None.

FINANCING

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

ATTACHMENTS:

Description	Upload Date	Description
North State Giving Tuesday Proclamation	10/31/2018	North State Giving Tuesday Proclamation

Shasta County Board of Supervisors Proclamation

North State Giving Tuesday
November 27, 2018

WHEREAS, Giving Tuesday was established in 2011 as a national day of giving on the Tuesday following Thanksgiving; and

WHEREAS, North State Giving Tuesday is a regional event organized by Shasta Regional Community Foundation as a celebration of philanthropy and volunteerism for the benefit of local nonprofit organizations; and

WHEREAS, Shasta Regional Community Foundation hosts the online giving platform at www.northstategives.org between the hours of 6 a.m. and 8 p.m. on November 27, 2018 with incentives for participating nonprofits provided by the Knodel Family Endowment Fund and area businesses; and

WHEREAS, North State Giving Tuesday is a day where citizens work together to share commitments, rally for favorite causes, and promote many local nonprofit organizations that build stronger communities; and

WHEREAS, it is fitting and proper on North State Giving Tuesday and on every day to recognize and raise awareness of the tremendous impact of philanthropy, volunteerism, and community service in Shasta County;

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of the County of Shasta hereby proclaims November 27, 2018 as **North State Giving Tuesday** in Shasta County and encourages all citizens to join together to give back to the community in a way that is personally meaningful.

Les Baugh, Chairman

November 6, 2018

Date

REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS

BOARD MEETING DATE: November 6, 2018
CATEGORY: Consent - General Government-1.

SUBJECT:

Fiscal Year 2018/2019 Property Tax Rates

DEPARTMENT: Auditor-Controller

Supervisory District No. :

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

STAFF REPORT APPROVED BY: Brian Muir, Auditor-Controller

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

RECOMMENDATION

Adopt a resolution regarding the Fiscal Year (FY) 2018-19 Tax Rates which: (1) Repeals Resolution No. 2018-086; and (2) approves the FY 2018-19 Tax Rates as submitted by the Auditor-Controller.

SUMMARY

Tax rates are computed by the Auditor-Controller’s Office in order to raise sufficient funds to cover current required payments on voter approved obligations.

When calculating the rates for each bond, loan, voter approved debt, or tax override rate, the annual required funding is first reduced by all anticipated revenue sources such as unitary debt service, interest earned, and cash balance on hand. The remaining amount needed to satisfy each bond payment, loan payment, voter approved debt payment, or tax override rate is then divided by the assessed valuation within the respective District to arrive at a rate. This rate is then applied to the secured tax bill for the assessments within each District.

New debt information provided by Mayers Memorial Hospital was not included in the initial calculations. The updated rate will result in a reduction of taxes for the taxpayers in the district. Procedures have been put in place to ensure that all new debt is recorded in the debt schedules immediately as provided by each district.

DISCUSSION

The approval of these tax rates is necessary in order to satisfy voter-approved liabilities in the form of bond sinking funds, debt service, or tax override obligations.

Also, the approval of the Countywide Tax Rate provides funding for the continued operation of the County and all other agencies, which are entitled to current tax receipts.

Annual approval of these rates by the Board of Supervisors is required pursuant to Government Code Section 29100.

ALTERNATIVES

The Board could decline to repeal the previous resolution and adopt the adjusted rates; however, that would result in the County violating Government Code Section 29100, which requires that each county adopt rates to be levied on the secured property tax roll that will satisfy amounts necessary for voter approved indebtedness.

OTHER AGENCY INVOLVEMENT

The Tax Collector will collect the taxes.

The Auditor-Controller is the director for most of the debt service funds; however, some non-school agencies manage their own funds and are responsible for issuing the bond payments.

FINANCING

A portion of the taxes collected will be apportioned to Shasta County. The remainder is apportioned to other agencies, or is used to satisfy debt requirements.

ATTACHMENTS:

Description	Upload Date	Description
Revised Resolution	10/29/2018	Revised Resolution

RESOLUTION NO. 2018-
RESOLUTION OF THE BOARD OF SUPERVISORS
OF THE COUNTY OF SHASTA
APPROVING THE FY 2018/19 TAX RATES
AS SUBMITTED BY THE COUNTY OF SHASTA AUDITOR-CONTROLLER
AND REPEALING RESOLUTION 2018-086

WHEREAS, the Board of Supervisors is required by law to set the annual tax rates for the County of Shasta, and

WHEREAS, Resolution No. 2018-086, which adopted the FY 2018/19 tax rates to levy contains rates which due to the receipt of additional information must be changed, and

WHEREAS, the Auditor-Controller has re-calculated such tax rates and submitted them to the Board of Supervisors,

NOW, THEREFORE, BE IT RESOLVED, that the Board of Supervisors of the County of Shasta hereby repeals Resolution No. 2018-086,

BE IT FURTHER RESOLVED, that the Board of Supervisors of the County of Shasta approves the attached FY 2018/19 tax rates for the Countywide Basic Tax; Unitary Debt Service; School District Bond Sinking Funds; Special District Voter-Approved Debt and Tax Overrides.

DULY PASSED AND ADOPTED this 6th day of November 2018, by the Board of Supervisors of the County of Shasta by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

RECUSE:

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

ATTEST:

LAWRENCE G. LEES
Clerk of the Board of Supervisors

By: _____
Deputy

Resolution No. 2018-____
 November 6, 2018
 Page 2 of 2

TAX RATES FISCAL YEAR 2018-2019	RATE PER \$100 OF MARKET VALUE
BASIC COUNTYWIDE TAX RATE	
Basic Tax – Countywide	1.000000
UNITARY DEBT SERVICE	
Net Unitary Debt Service Rate	0.252900
SCHOOL DISTRICTS BOND SINKING FUNDS	
Elementary School District (ESD) General Obligation Bonds:	
Black Butte ESD, Election 2016 - Series A	0.023200
Cascade ESD, Election 2008 - Series A & B, 16 Refunding	0.027800
Cascade ESD, Election 2016 Series A	0.025300
Columbia ESD, Election 1995 - 03 & 08 Refunding	0.030600
Columbia ESD, Election 2014 - Series A & B	0.010700
Cottonwood ESD, Election 2003 - Series A	0.031600
Enterprise ESD, Election 1990 - 10 & 12 Refunding	0.000800
Enterprise ESD, Election 2008 - Series A, B, & C, 16 Refunding	0.046100
Grant ESD, Election 2004 - 14 Refunding	0.084500
Happy Valley ESD, Election 2008 - Series A	0.047200
Happy Valley ESD, Election 2014 - Series A	0.027800
Junction ESD, Election 2016 – Series A	0.044800
Pacheco ESD, Election 2008 - Series A & B, 17 Refunding	0.018900
Redding ESD, Election 1991 - 08 & 11 Refunding	0.032400
Redding ESD, Election 2018 – Series A	0.007900
Unified School District (USD) General Obligation Bonds:	
Fall River Joint USD, Election 2004 - 15 Refunding	0.035800
Gateway USD Election 2002 - Series A & B, 11 & 14 Refunding	0.055800
Gateway USD Election 2008 - Series 09, 13, & 17 Refunding, Series 17	0.036800
High School District (HSD) General Obligation Bonds:	
Anderson Union HSD, Election 2012 - Series A & B	0.013000
Shasta Union HSD, Election 2001 - Series 02 & 03, 11 Refunding	0.025400
Shasta Union HSD, Election 2016 - Series 17	0.022100
Red Bluff Union HSD, Election 2016 - Series 17	0.016100
Community College General Obligation Bonds:	
Shasta-Tehama-Trinity Joint Comm College, Election 2002 - 11 & 14 Refunding	0.007200
Shasta-Tehama-Trinity Joint Comm College, Election 2016 - Series A	0.002500
SPECIAL DISTRICT VOTER APPROVED DEBT & TAX OVERRIDES	
Bella Vista Water District	0.036670
City of Shasta Lake (originally Shasta Dam Area PUD)	0.000100
Cottonwood Fire Protection District	0.028900
Mayers Memorial Hospital District	0.027800

REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS

BOARD MEETING DATE: November 6, 2018

CATEGORY: Consent - General Government-2.

SUBJECT:

Conflict of Interest Code for Burney Water District

DEPARTMENT: Clerk of the Board

Supervisory District No. : 5

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

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

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

RECOMMENDATION

Adopt a resolution which repeals Resolution No. 2015-057 and approves the Conflict of Interest Code for the Burney Water District.

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 Burney Water District 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 Burney Water District COI code on June 6, 2015, pursuant to Resolution No. 2015-057.

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 Burney Water District.

In response to the 2018 Biennial Notice, the Burney Water District determined a revision to their COI Code was necessary. The revised COI Code was approved by the Burney Water District on September 20, 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. 2015-057 and approves the COI Code of the Burney Water District.

ALTERNATIVES

The Board of Supervisors may choose not to approve the COI Code; however, this will leave the Burney Water District 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
Burney Water COI Code Resolution	10/29/2018	Burney Water COI Code Resolution
Exhibit A COI Code	10/29/2018	Exhibit A COI Code

RESOLUTION NO. 2018-XXX

**A RESOLUTION OF THE BOARD OF SUPERVISORS
OF THE COUNTY OF SHASTA
REPEALING RESOLUTION NO. 2015-057 AND
APPROVING THE REVISED CONFLICT OF INTEREST CODE
FOR THE BURNEY WATER DISTRICT**

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 Burney Water District; and

WHEREAS, the Board of Supervisors of the County of Shasta approved the conflict of interest code for the Burney Water District on June 6, 2015, by establishing Resolution No. 2015-057; and

WHEREAS, the Burney Water District 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. 2015-057 and approves the revised Conflict of Interest Code for the Burney Water District, which is attached as Exhibit A and incorporated herein.

DULY PASSED AND ADOPTED this 6th day of November, 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

CONFLICT OF INTEREST CODE

BURNEY WATER DISTRICT

APPENDIX

GOVERNED BY THE CONFLICT OF INTEREST CODE

EXHIBIT A - DESIGNATED POSITIONS

DISCLOSURE CATEGORIES

Board of Directors

1,2,3,4

General Manager

1,2,3,4

EXHIBIT B – DISCLOSURE CATEGORIES

1. Designated employees in this category shall report income (including gifts) from any source, investments in any business entity, or business positions in any entity which has “transacted business” with the District during the previous two years or which the employee has reason to know is planning to transact business with the District.
2. Designated employees in this category shall report income (including gifts) from any source, investments in any business entity, or business positions in any entity which has contracted with the District to provide services, supplies, materials, equipment, and machinery or which the employee has reason to know is planning to provide services, supplies, materials, equipment, and machinery.
3. Designated employees in this category shall report income (including gifts) from any source, investments in any business entity, or business positions in any entity which has been the “subject of any legislation or rulemaking activity” during the previous two years or which the employee has reason to know is planning to be subject to any legislation or rulemaking activity.
4. Designated employees in this category shall report any real property which during the preceding two years was rented, leased, or sold to a business entity, or leased or purchased from a business entity, which has transacted business with the District or been the subject of any legislation or rulemaking activity during the preceding two years or which the designated employee knows or has reason to know is planning to transact business with the District or be the subject of any legislation or rulemaking activity.
5. For purposes of categories 1,4 and 5, “transacting business with the District” includes, but is not limited to, any activity or contact with the District in connection with a permit, order, registration, license, certificate, opinion, complaint know to or directly involving the employee, or enforcement action to or directly involving the employee. A business entity has been or will be the “subject of any legislation or rulemaking activity” if the business entity is, was, will be, or would have been directly affected by any legislation or rule in connection with the laws over which District Manager has jurisdiction, whether or not such legislation or rule was enacted, adopted, amended, or repealed.

Burney Water District



20222 HUDSON STREET, BURNEY, CA 96013 (530) 335-3582

RESOLUTION 2018-05

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE BURNEY WATER DISTRICT ADOPTING A CONFLICT OF INTEREST CODE

WHEREAS, Article 2 of Chapter 7 of the Political Reform Act, Government Code Sections 81000, et seq., requires state and local governmental agencies to adopt and promulgate a conflict of interest code; and

WHEREAS, The Fair Political Practices Commission has adopted a regulation, Title 2, Division 6 of the California Code of Regulations (CCR) Section 18730, which contains the terms of a standard conflict of interest code which may be adopted by a local agency by incorporation by reference of the terms of the regulation; and

NOW, THEREFORE, BE IT HEREBY RESOLVED, that the Board of Directors of the Burney Water District hereby adopts and promulgates the standard conflict of interest code, contained in a regulation adopted by the Fair Political Practices Commission, Title 2, Division 6 of the California Code of Regulations (CCR) Section 18730, as it may be amended from time to time by the Fair Political Practices Commission; and

BE IT FURTHER RESOLVED, that the "Appendix" designating positions which file conflict of interest statements as provided in the Conflict of Interest Code is also hereby adopted and, along with the standard code, constitutes the Conflict of Interest Code of Burney Water District; and

I HEREBY CERTIFY the foregoing resolution was passed, approved and adopted by the Board of Directors of the Burney Water District, Shasta County, California at the meeting held on the 20th day of September, 2018 by the following vote:

Ayes: Hamlin, Rogers, Borkey, Ryness.

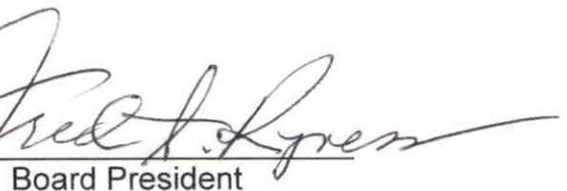
Noes: None.

Abstain: None.

Absent: Taylor.

ATTEST:


Board Secretary


Board President

REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS

BOARD MEETING DATE: November 6, 2018

CATEGORY: Consent - General Government-3.

SUBJECT:

Conflict of Interest Code for the Igo-Ono-Platina Union School District

DEPARTMENT: Clerk of the Board

Supervisory District No. : 2

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. 2017-024 and approves the Conflict of Interest Code for the Igo-Ono-Platina Union School District.

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 Igo-Ono-Platina Union School District 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 Igo-Ono-Platina Union School District COI code on February 28, 2017, pursuant to Resolution No. 2017-024.

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 Igo-Ono-Platina Union School District.

In response to the 2018 Biennial Notice, the Igo-Ono-Platina Union School District determined a revision to their COI Code was necessary. The revised COI Code was approved by the Igo-Ono-Platina Union School District on August 13, 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. 2017-024 and approves the COI Code of the Igo-Ono-Platina Union School District.

ALTERNATIVES

The Board of Supervisors may choose not to approve the COI Code; however, this will leave the Igo-Ono-Platina Union School District 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
Igo-Ono-Platina COI Resolution	10/29/2018	Igo-Ono-Platina COI Resolution
Exhibit A COI Code	10/29/2018	Exhibit A COI Code

RESOLUTION NO. 2018-XXX

**A RESOLUTION OF THE BOARD OF SUPERVISORS
OF THE COUNTY OF SHASTA
REPEALING RESOLUTION NO. 2017-024 AND
APPROVING THE REVISED CONFLICT OF INTEREST CODE
FOR THE IGO-ONO-PLATINA UNION SCHOOL DISTRICT**

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 Igo-Ono-Platina Union School District; and

WHEREAS, the Board of Supervisors of the County of Shasta approved the conflict of interest code for the Igo-Ono-Platina Union School District on February 28, 2017, by establishing Resolution No. 2017-024; and

WHEREAS, the Igo-Ono-Platina Union School District 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. 2017-024 and approves the revised Conflict of Interest Code for the Igo-Ono-Platina Union School District, which is attached as Exhibit A and incorporated herein.

DULY PASSED AND ADOPTED this 6th day of November, 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

Igo-Ono Platina Un ESD

APPENDIX

Disclosure Categories

1. Category 1: A person designated Category 1 shall disclose:
 - 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 or business positions in or income from sources which are engaged in the acquisition or disposal of real property within the district, 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 district, or manufacture or sell supplies, books, machinery, or equipment of the type used by the district.
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 district's Board members and/or Superintendent "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 Position Disclosure Category

Board of Trustees	Full Disclosure
Superintendent	Full Disclosure
Assistant Superintendent	
Chief Business Official	Full Disclosure
Director of Human Resources	2
Director of Educational Services	2

Director of Intervention Services	2	
Director of Facilities/Nutrition Services		2
Director of Technology	2	
Principal	2	
Assistant Principal	2	
Chief Accountant	2	
Facilities and Operations Coordinator		2

Disclosures for Consultants

Consultants are designated employees who must disclose financial interests as determined on a case-by-case basis by the Superintendent or designee. The 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 district, 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 district to enter into, modify, or renew a contract that requires district approval
5. Grant district approval to a contract that requires district approval and in which the district is a party, or to the specifications for such a contract
6. Grant district approval to a plan, design, report, study, or similar item
7. Adopt or grant district approval of district policies, standards, or guidelines

A consultant is also an individual who, pursuant to a contract with the district, serves in a staff capacity with the district 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 district that would otherwise be performed by an individual holding a position specified in the district's conflict of interest code. (2 CCR 18701)

Revised: August 9, 2016
Revised: August 13, 2018

Igo-Ono-Platina Union School District

Conflict of Interest Code Resolution #12-18-19

WHEREAS, the Political Reform Act, Government Code 87300-87313, requires each public agency in California to adopt a conflict of interest code; and

WHEREAS, the Igo-Ono-Platina Union School District Board of Trustees is adopting a revised conflict of interest; and

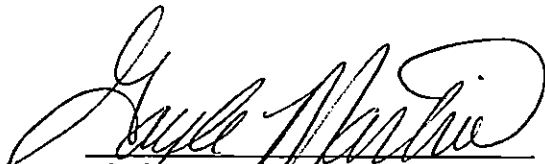
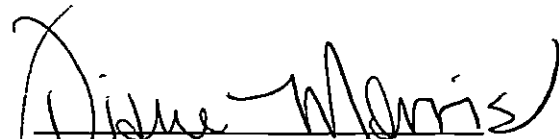
WHEREAS, past and future amendments to the Political Reform Act and Implementing regulations may require conforming amendments to be made to the district's conflict of interest code; and

WHEREAS, a regulation adopted by the Fair Political Practices Commission, 2 CCR 18730, provides that incorporation by reference of the terms of that regulation, along with an agency-specific appendix designating positions and disclosure categories shall constitute the adoption and amendment of a conflict of interest code in conformance with Government Code 87300 and 87306; and

WHEREAS, the Igo-Ono-Platina Union School District has recently reviewed its positions, and the duties of each position, and has determined that changes to the current conflict of interest code shall be rescinded and superseded by this Resolution and Appendix; and

NOW THEREFORE BE IT RESOLVED that the Igo-Ono-Platina Union School District Board of Trustees adopts the following Resolution including its Appendix of Designated Positions and Disclosure Categories.

DULY ADOPTED August 13, 2018 by the Board of Trustees of the Igo-Ono-Platina Union School District.


Clerk or Secretary
President

REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS

BOARD MEETING DATE: November 6, 2018

CATEGORY: Consent - General Government-4.

SUBJECT:

Conflict of Interest Code for the Redding School District

DEPARTMENT: Clerk of the Board

Supervisory District No. : 1

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. 2017-022 and approves the Conflict of Interest Code for the Redding School District.

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 Redding School District 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 Redding School District COI code on February 28, 2017, pursuant to Resolution No. 2017-022.

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 Redding School District.

In response to the 2018 Biennial Notice, the Redding School District determined a revision to their COI Code was necessary. The revised COI Code was approved by the Redding School District on August 14, 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. 2017-022 and approves the COI Code of the Redding School District.

ALTERNATIVES

The Board of Supervisors may choose not to approve the COI Code; however, this will leave the Redding School District

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
Redding School District COI Code Resolution	10/29/2018	Redding School District COI Code Resolution
Redding School District COI Exhibit A	10/29/2018	Redding School District COI Exhibit A

RESOLUTION NO. 2018-XXX

**A RESOLUTION OF THE BOARD OF SUPERVISORS
OF THE COUNTY OF SHASTA
REPEALING RESOLUTION NO. 2017-022 AND
APPROVING THE REVISED CONFLICT OF INTEREST CODE
FOR THE REDDING SCHOOL DISTRICT**

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 Redding School District; and

WHEREAS, the Board of Supervisors of the County of Shasta approved the conflict of interest code for the Redding School District on February 28, 2017, by establishing Resolution No. 2017-022; and

WHEREAS, the Redding School District 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. 2017-022 and approves the revised Conflict of Interest Code for the Redding School District, which is attached as Exhibit A and incorporated herein.

DULY PASSED AND ADOPTED this 6th day of November, 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

Redding ESD

APPENDIX

Disclosure Categories

1. Category 1: A person designated Category 1 shall disclose:
 - 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 or business positions in or income from sources which are engaged in the acquisition or disposal of real property within the district, 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 district, or manufacture or sell supplies, books, machinery, or equipment of the type used by the district.
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 district's Board members and/or Superintendent "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 Position Disclosure Category

Board of Trustees	Full Disclosure
Superintendent	Full Disclosure
Assistant Superintendent	
Chief Business Official	Full Disclosure
Director of Human Resources	2
Director of Educational Services	2

Director of Intervention Services	2	
Director of Facilities/Nutrition Services		2
Director of Technology	2	
Principal	2	
Assistant Principal	2	
Chief Accountant	2	
Facilities and Operations Coordinator	2	

Disclosures for Consultants

Consultants are designated employees who must disclose financial interests as determined on a case-by-case basis by the Superintendent or designee. The 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 district, 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 district to enter into, modify, or renew a contract that requires district approval
5. Grant district approval to a contract that requires district approval and in which the district is a party, or to the specifications for such a contract
6. Grant district approval to a plan, design, report, study, or similar item
7. Adopt or grant district approval of district policies, standards, or guidelines

A consultant is also an individual who, pursuant to a contract with the district, serves in a staff capacity with the district 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 district that would otherwise be performed by an individual holding a position specified in the district's conflict of interest code. (2 CCR 18701)

Revised: August 9, 2016
Revised: August 14, 2018

Redding School District

Conflict of Interest Code Resolution #14-18-19

WHEREAS, the Political Reform Act, Government Code 87300-87313, requires each public agency in California to adopt a conflict of interest code; and

WHEREAS, the Redding School District Board of Trustees is adopting a revised conflict of interest code; and

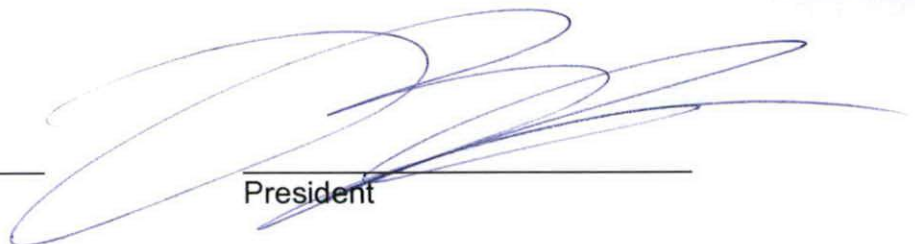
WHEREAS, past and future amendments to the Political Reform Act and Implementing regulations may require conforming amendments to be made to the district's conflict of interest code; and

WHEREAS, a regulation adopted by the Fair Political Practices Commission, 2 CCR 18730, provides that incorporation by reference of the terms of that regulation, along with an agency-specific appendix designating positions and disclosure categories shall constitute the adoption and amendment of a conflict of interest code in conformance with Government Code 87300 and 87306; and

WHEREAS, the Redding School District has recently reviewed its positions, and the duties of each position, and has determined that changes to the current conflict of interest code shall be rescinded and superseded by this Resolution and Appendix; and

NOW THEREFORE BE IT RESOLVED that the Redding School District Board of Trustees adopts the following Resolution including its Appendix of Designated Positions and Disclosure Categories.

DULY ADOPTED August 14, 2018 by the Board of Trustees of the Redding School District.


Clerk or Secretary
President

REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS

BOARD MEETING DATE: November 6, 2018

CATEGORY: Consent - General Government-5.

SUBJECT:

Conflict of Interest Code for the Shasta Union Elementary School District

DEPARTMENT: Clerk of the Board

Supervisory District No. : 2

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. 2017-025 and approves the Conflict of Interest Code for the Shasta Union Elementary School District.

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 Union Elementary School District 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 Union Elementary School District COI code on February 28, 2017, pursuant to Resolution No. 2017-025.

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 Union Elementary School District.

In response to the 2018 Biennial Notice, the Shasta Union Elementary School District determined a revision to their COI Code was necessary. The revised COI Code was approved by the Shasta Union Elementary School District on August 13, 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. 2017-025 and approves the COI Code of the Shasta Union Elementary School District.

ALTERNATIVES

The Board of Supervisors may choose not to approve the COI Code; however, this will leave the Shasta Union Elementary School District 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
Shasta Union ESD COI Resolution	10/29/2018	Shasta Union ESD COI Resolution
Shasta Union ESD COI Exhibit A	10/29/2018	Shasta Union ESD COI Exhibit A

RESOLUTION NO. 2018-XXX

**A RESOLUTION OF THE BOARD OF SUPERVISORS
OF THE COUNTY OF SHASTA
REPEALING RESOLUTION NO. 2017-025 AND
APPROVING THE REVISED CONFLICT OF INTEREST CODE
FOR THE SHASTA UNION ELEMENTARY SCHOOL DISTRICT**

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 Union Elementary School District; and

WHEREAS, the Board of Supervisors of the County of Shasta approved the conflict of interest code for the Shasta Union Elementary School District on February 28, 2017, by establishing Resolution No. 2017-025; and

WHEREAS, the Shasta Union Elementary School District 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. 2017-025 and approves the revised Conflict of Interest Code for the Shasta Union Elementary School District, which is attached as Exhibit A and incorporated herein.

DULY PASSED AND ADOPTED this 6th day of November, 2018 by the Board of Supervisors of the County of Shasta by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:
RECUSE:

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

ATTEST:

LAWRENCE G. LEES
Clerk of the Board of Supervisors

By: _____
Deputy

Shasta Union ESD

APPENDIX

Disclosure Categories

1. Category 1: A person designated Category 1 shall disclose:
 - 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 or business positions in or income from sources which are engaged in the acquisition or disposal of real property within the district, 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 district, or manufacture or sell supplies, books, machinery, or equipment of the type used by the district.
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 district's Board members and/or Superintendent "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 Position Disclosure Category

Board of Trustees	Full Disclosure
Superintendent	Full Disclosure
Assistant Superintendent	
Chief Business Official	Full Disclosure
Director of Human Resources	2
Director of Educational Services	2

Director of Intervention Services	2	
Director of Facilities/Nutrition Services		2
Director of Technology	2	
Principal	2	
Assistant Principal	2	
Chief Accountant	2	
Facilities and Operations Coordinator	2	

Disclosures for Consultants

Consultants are designated employees who must disclose financial interests as determined on a case-by-case basis by the Superintendent or designee. The 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 district, 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 district to enter into, modify, or renew a contract that requires district approval
5. Grant district approval to a contract that requires district approval and in which the district is a party, or to the specifications for such a contract
6. Grant district approval to a plan, design, report, study, or similar item
7. Adopt or grant district approval of district policies, standards, or guidelines

A consultant is also an individual who, pursuant to a contract with the district, serves in a staff capacity with the district 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 district that would otherwise be performed by an individual holding a position specified in the district's conflict of interest code. (2 CCR 18701)

Revised: August 9, 2016
Revised: August 13, 2018

Shasta Union Elementary School District

Conflict of Interest Code

Resolution # 12-18-19

WHEREAS, the Political Reform Act, Government Code 87300-87313, requires each public agency in California to adopt a conflict of interest code; and

WHEREAS, the Shasta Union Elementary School District Board of Trustees is adopting a revised conflict of interest code; and

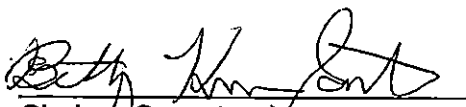
WHEREAS, past and future amendments to the Political Reform Act and Implementing regulations may require conforming amendments to be made to the district's conflict of interest code; and

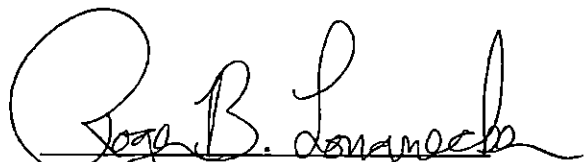
WHEREAS, a regulation adopted by the Fair Political Practices Commission, 2 CCR 18730, provides that incorporation by reference of the terms of that regulation, along with an agency-specific appendix designating positions and disclosure categories shall constitute the adoption and amendment of a conflict of interest code in conformance with Government Code 87300 and 87306; and

WHEREAS, the Shasta Union Elementary School District has recently reviewed its positions, and the duties of each position, and has determined that changes to the current conflict of interest code shall be rescinded and superseded by this Resolution and Appendix; and

NOW THEREFORE BE IT RESOLVED that the Shasta Union Elementary School District Board of Trustees adopts the following Resolution including its Appendix of Designated Positions and Disclosure Categories.

DULY ADOPTED August 13, 2018 by the Board of Trustees of the Shasta Union Elementary School District.


Clerk or Secretary


President

REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS

BOARD MEETING DATE: November 6, 2018

CATEGORY: Consent - General Government-6.

SUBJECT:

Draft 10/23/18 minutes.

DEPARTMENT: Clerk of the Board

Supervisory District No. : ALL

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

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

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

RECOMMENDATION

Approve the minutes of the meeting held on October 23, 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
Draft 10/23/18 Minutes	10/24/2018	Draft 10/23/18 Minutes

October 23, 2018

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SHASTA COUNTY BOARD OF SUPERVISORS

Tuesday, October 23, 2018

REGULAR MEETING

9:01 a.m.: Vice Chairman Moty 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 - Absent

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

INVOCATION

Invocation was given by Pastor Pauline Bowen, Trinity United Methodist Church.

PLEDGE OF ALLEGIANCE

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

REGULAR CALENDAR

BOARD MATTERS

**PROCLAMATION: BREAST CANCER AWARENESS MONTH
OCTOBER 2018**

At the recommendation of Supervisor Moty, and by motion made, seconded (Rickert/Kehoe), and unanimously carried, the Board of Supervisors adopted a proclamation which designates October 2018 as “Breast Cancer Awareness Month” in Shasta County. Kristy Lanham was present to accept the proclamation.

PRESENTATIONS

SHASTA PUBLIC LIBRARY SYSTEM UPDATE

Shasta Public Libraries Director Anna Tracy gave an update on the Shasta Public Library System.

WHISKEYTOWN NATIONAL RECREATION AREA UPDATE NATIONAL PARK SERVICE

Acting Superintendent Patrick Gubbins and Chief Ranger Dave Keltner gave an update regarding the plans to reopen Whiskeytown National Recreation Area to the public.

In response to questions from Supervisor Rickert, Chief Ranger Keltner explained that trees removed due to safety concern are being treated in several different ways; smaller trees are chipped to assist with erosion control, while the National Park Service is looking into ways to dispose of larger trees that cannot be used within the park.

In response to questions from Supervisor Kehoe, Superintendent Gubbins stated that, while he cannot speak to instances prior to his tenure in the position, he did authorize the use of mechanized equipment in mitigating the Carr Fire immediately.

2018 HIGH SCHOOL VOTER EDUCATION WEEKS COUNTY CLERK/ELECTIONS

Cathy Darling Allen, County Clerk/Registrar of Voters, reported on various activities during April and September 2018 High School Voter Education Weeks and recognized the high school students who participated.

PUBLIC COMMENT PERIOD - OPEN TIME

Terri Morelock, Director of Child Support Services, recognized Lisa Carter for 39 years of service with the County.

October 23, 2018

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Dennis Fox spoke regarding concerns about state lobbyists.

Lynn Erickson thanked the community and County for their support of the Circle of Friends Wellness Center in Burney for the past ten years.

Kimberly Davis spoke regarding how Circle of Friends has helped her over the years and recognized the support of the community for the program.

Chelsea Sabin described her experience working at Circle of Friends and thanked the community for their support of the program.

Bernadette Bird spoke regarding the positive changes that Circle of Friends has helped her make and thanked the County and community for supporting the program.

Monique Welin spoke regarding the United States Constitution and Bill of Rights.

ITEMS PULLED FROM CONSENT CALENDAR

Vice Chairman Moty noted that the item regarding Technical Resource Management, LLC, dba Cordant Health Solutions had been pulled from the agenda at the request of the department.

CONSENT CALENDAR

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

Took the following actions for 2019: Appointed Supervisor Les Baugh as the Member to the Rural County Representatives of California (RCRC) Board of Directors and Supervisor Mary Rickert as the Alternate to the RCRC Board of Directors; appointed Supervisor Leonard Moty as the Member to the California State Association of Counties (CSAC) Board of Directors and Supervisor Les Baugh as the Alternate to the CSAC Board of Directors; and appointed Supervisor Les Baugh as the Member to the Golden State Finance Authority (GSFA) and Supervisor Mary Rickert as the Alternate to the GSFA. (Clerk of the Board)

Approved the minutes of the meeting held on October 16, 2018, as submitted. (Clerk of the Board)

Adopted Resolution No. 2018-102 which: Supersedes Resolution No. 2018-077, adopted on September 11, 2018; and suspends provisions in the revised Shasta County Personnel Rules,

Chapter 1, *Definitions*, and Chapter 19, *Regular Part-Time and Extra Help*, to ensure continued staffing during disaster response and recovery efforts. (Support Services-Personnel)
(See Resolution Book No. 61)

Adopted Resolution No. 2018-103 which amends the Shasta County Personnel Rules, Chapter 1, *Definitions*, and Chapter 19, *Regular Part-Time and Extra Help*. (Support Services-Personnel)
(See Resolution Book No. 61)

Adopted Resolution No. 2018-104 which amends the Shasta County Personnel Rules, Chapter 4, *Salary Payment Procedure*. (Support Services-Personnel)
(See Resolution Book No. 61)

Approved and authorized the Chairman to sign an amendment, effective date of signing, to the agreement with Hill Country Community Clinic for the Whole Person Care Pilot Program to add the Mobile Crisis Team Fee-For-Service Program and increase compensation by \$1,528,970 (for a new total not to exceed \$3,934,920), and retain the term January 1, 2017, through December 31, 2020. (Health and Human Services Agency-Adult Services)

Adopted Resolution No. 2018-105 which releases and discharges two real property liens recorded on October 17, 1986, and September 13, 1988, against Pamela J. Mickelson and Dennis N. Mickelson for aid rendered to Pamela J. Mickelson from Shasta County Department of Social Services in 1986 and 1987 and finds that the two property liens are hereby fully released and discharged. (Health and Human Services Agency-Business and Support Services)
(See Resolution Book No. 61)

Approved and authorized the Chairman to sign a retroactive amendment, effective May 1, 2018, to the agreement with Andrew J. Wong Inc. to develop and provide ongoing maintenance for a computer database that generates reports of client outcomes from the Child and Adolescent Needs and Strengths screening tool to increase compensation by \$28,875 (for a new maximum compensation of \$116,875) for database updates to comply with California Department of Social Services and Department of Health Care Services requirements, and retain the term November 1, 2016, through October 31, 2019. (Health and Human Services Agency-Children's Services)

Adopted Resolution No. 445 of Ordinance No. 413-1 for placement of a "YIELD" sign on Toronto Avenue (County Road No. 7P079) at Tall Timber Lane (private road). (Public Works)
(See Stop Sign Ordinance Book)

Approved a budget amendment increasing appropriations by \$59,500 and revenue by \$61,000 in the Environmental Health Division budget to administer the Household Hazardous Waste Grant Program, piloting the California Product Stewardship Council's ReFuel Your Fun Campaign. (Resource Management)

October 23, 2018

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REGULAR CALENDAR, CONTINUED

GENERAL GOVERNMENT

ADMINISTRATIVE OFFICE/BOARD OF SUPERVISORS

LEGISLATIVE UPDATE/SUPERVISORS' REPORTS

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

Supervisors reported on issues of countywide interest.

SUPPORT SERVICES

OCTOBER PERSONNEL AMENDMENTS

SALARY RESOLUTION 1536

AMENDED AND ADOPTED CLASS SPECIFICATIONS

Director of Support Services Angela Davis presented the staff report and recommended approval.

By motion made, seconded (Kehoe/Morgan), and unanimously carried, the Board of Supervisors took the following actions associated with the October Personnel Amendments: Adopted Salary Resolution No. 1536, effective October 28, 2018, which: amends the County Class Specifications and Salary Schedule as follows: add Disease Investigation Specialist I/II; add Senior Agency Staff Services Analyst; add footnote 75: An additional five percent (5%) will be added to the base salary of a department head when appointed as the Shasta County Director of Disaster Recovery by the County Executive Officer from the date of appointment until the County Executive Officer concludes the appointment; amends the County Salary Schedule as follows: adjust Personnel Analyst I/II/III from classified to unclassified; adjust Risk Management Analyst I/II/III from classified to unclassified; adjust Employment Services Instructor III from unclassified to classified; amends the County Position allocation list as follows: from 1.0 Full-Time Equivalent (FTE) Personnel Assistant – Confidential to 1.0 FTE Agency Staff Services Analyst I/II – Confidential and add 2.0 FTE Senior Agency Staff Services Analyst in the Support Services – Personnel budget; add 1.0 FTE Deputy District Attorney I/II/III in the District Attorney budget; delete 1.0 FTE Office Assistant I/II and add 1.0 FTE Legal Process Clerk I/II in the District Attorney – Victim Witness budget; delete 1.0 FTE Administrative Secretary I and add 1.0 FTE Staff Services Analyst I/II in the Health Services – Mental Health Combined budget; delete 1.0

FTE Staff Nurse I/II and add 1.0 FTE Social Worker Supervisor I/II in the Health Services – Mental Health Services Act budget; delete 1.0 FTE Community Health Advocate, delete 1.0 FTE Public Health Nurse I/II, and delete 1.0 Typist Clerk I/II in the Health Services – Public Health – CCSS budget; add 1.0 FTE Community Health Advocate, add 1.0 FTE Community Education Specialist I/II, and add 1.0 FTE Typist Clerk I/II in the Public Health budget; from 1.0 FTE Administrative Secretary I to 1.0 FTE Office Assistant Supervisor, and from 1.0 Business Officer Clerk I/II to 1.0 FTE Accounting Technician, delete 1.0 FTE Staff Nurse II, add 1.0 FTE Assistant Social Worker/Social Worker, and add 1.0 FTE Patient's Rights Advocate in the Mental Health budget; delete 1.0 FTE Public Health Nurse I/II in the Public Health budget; add 1.0 FTE Social Worker Supervisor II in the Social Services and Benefit Administration budget; add 1.0 FTE Disease Investigation Specialist I/II in the Public Health budget; from 4.0 FTE Eligibility Worker I/II to 4.0 FTE Eligibility Worker III, delete 1.0 FTE Office Assistant I/II, and add 1.0 FTE Senior Staff Services Analyst in the Social Services and Benefit Administration budget; delete 1.0 FTE Assistant Social Worker/Social Worker/Senior Social Worker in the Social Services and Benefit Administration budget; add 1.0 FTE Mental Health Clinician I/II in the Mental Health budget; delete 1.0 FTE Employment Services Supervisor and add 1.0 FTE Office Assistant III in the Social Services – Opportunity Center budget; amends the County Salary Schedule increasing the salary range to five percent above the 2019 California Minimum Wage (\$12.60) for various job classifications effective December 23, 2018; amends the class specifications for the Assistant Director of Child Support Services, Child Support Program Manager, and Supervising Child Support Specialist positions effective October 23, 2018; and adopts class specifications for the Disease Investigation Specialist I, Disease Investigation Specialist II, and Senior Agency Staff Services Analyst positions effective October 23, 2018.

(See Salary Resolution Book)

OCTOBER PERSONNEL AMENDMENTS BUDGET AMENDMENTS

Director of Support Services Angela Davis presented the staff report and recommended approval.

By motion made, seconded (Morgan/Rickert), and unanimously carried, the Board of Supervisors took the following actions associated with the October Personnel Amendments: Approved a budget amendment increasing Salary & Benefits appropriations by \$132,066, and decreasing Services & Supplies appropriations by \$132,066 in the Support Services – Personnel budget; and approved a budget amendment increasing appropriations and revenue by \$93,118 in the District Attorney budget to add a Consumer Fraud Unit Deputy District Attorney position.

SCHEDULED HEARINGS

GENERAL GOVERNMENT

October 23, 2018

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This was the time set to conduct public hearings to consider appeals of water bill penalties for County Service Area (CSA) No. 23-Cragview Water. The Notices of Public Hearing are on file with the Clerk of the Board.

Vice Chairman Moty advised that correspondence related to hearings had been received and entered into the record.

WATER BILL PENALTY
ASSESSOR'S PARCEL NUMBER 014-080-034-000 (BILLINGS)

This was the time set to conduct a public hearing to consider an appeal of a \$100 water bill penalty for Assessor's Parcel Number 014-080-034-000 (Billings).

The public hearing was opened.

Public Works Director Pat Minturn presented the staff report and recommended imposing a water bill penalty.

In response to questions from Supervisor Kehoe, Mr. Minturn described the process for requesting a variance in allowable water usage and stated that no variance was requested in this instance.

In response to questions from Supervisor Morgan, Mr. Minturn explained the amounts of water used as indicated on the water bill.

Mr. Robert Billings presented information related to imposing a water bill penalty for Assessor's Parcel Number 014-080-034-000.

In response to questions from Supervisor Moty, County Counsel Rubin Cruse, Jr. explained that the County has the legal authority to set water restrictions and usage fees due to established ordinances as allowed by the California Water Code.

In response to questions from Supervisor Morgan, Mr. Billings stated that there are two people in his household and that he wished to pursue the option of combining the two parcels of land he owns into one water connection in order to avoid future penalties.

In response to questions from Supervisor Kehoe, Mr. Billings stated that he did not dispute the water charges and that they were due to his normal water usage. He also stated that he was unaware of the possibility of obtaining a variance.

In response to questions from Supervisor Moty, Mr. Minturn explained that the two parcels in question had separate water meters and separate water usage. Mr. Minturn stated that the Board limited the water usage of each water connection. He also explained that the ordinance was sent to each customer in the CSA, along with explanations of the variance option.

In response to questions from Supervisor Morgan, Mr. Minturn explained that combining two parcels into one water connection would reduce the overall water allowance for the two parcels to that allowed for one household.

In response to questions from Supervisor Kehoe, Mr. Minturn stated that there are 70 users in CSA No. 23; out of those 70, approximately 48 users complied with the direction of the Board; only three of the remainder challenged the fee for excessive use.

The public hearing was closed.

Supervisor Morgan motioned to not impose the civil penalty; the motion failed for lack of a second.

By motion made, seconded (Kehoe/Rickert), and carried, the Board of Supervisors found that the facts presented support the imposition of the penalty and imposed the civil penalty concerning the water bill penalty for Assessor's Parcel Number 014-080-034-000 (Billings). (Supervisor Morgan opposed.)

WATER BILL PENALTY

ASSESSOR'S PARCEL NUMBER 104-080-019-000 (Pantel)

This was the time set to conduct a public hearing to consider an appeal of a \$100 water bill penalty for Assessor's Parcel Number 104-080-019-000 (Pantel).

The public hearing was opened.

Public Works Director Pat Minturn presented the staff report and recommended imposing a water bill penalty.

In response to questions from Supervisor Rickert, Mr. Minturn stated that variances are usually received shortly after ordinances are sent to customers. Counsel Cruse stated that the ordinance does not outline a required timeline or deadline for submitting a variance request.

The property owner was not present; no one spoke for or against the item. The public hearing was closed.

By motion made, seconded (Morgan/Rickert), and unanimously carried, the Board of Supervisors found that the facts presented support the imposition of the penalty and imposed the civil penalty concerning the water bill penalty for Assessor's Parcel Number 104-080-019-000 (Pantel).

WATER BILL PENALTY

ASSESSOR'S PARCEL NUMBER 014-060-007-000 (Stafford)

October 23, 2018

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This was the time set to conduct a public hearing to consider an appeal of a \$100 water bill penalty for Assessor's Parcel Number 014-060-007-000 (Stafford).

The public hearing was opened.

Public Works Director Pat Minturn presented the staff report and recommended imposing a water bill penalty.

In response to questions from Supervisor Morgan, Mr. Minturn stated that staff contacted Kim Stafford via telephone to clarify that her letter was intended to be an appeal and that she verbally indicated it was.

The property owner was not present; no one spoke for or against the item. The public hearing was closed.

The public hearing was closed.

By motion made, seconded (Morgan/Kehoe), and unanimously carried, the Board of Supervisors found that the facts presented support the imposition of the penalty and imposed the civil penalty concerning the water bill penalty for Assessor's Parcel Number 014-060-007-000 (Stafford).

PUBLIC WORKS

This was the time set to conduct a public hearing to consider abandonment of public interest in Forwards Mill Road (County Road No. 2N002B) and a portion of Mineral Road (County Road No. 2P001) (Viola area). Pat Minturn, Director of Public Works, presented the staff report and recommended approval. The Notice of Public Hearing and the Notice of Publication are on file with the Clerk of the Board.

In response to questions from Supervisor Rickert, Mr. Minturn stated that it appears that Sierra-Pacific Industries (SPI), the owners of the majority of the land, have done a number of timber harvests in the area.

The public hearing was opened.

Kristy Lanham, SPI North Sierra Region Community Relations Manager, and Ted James, Lassen District Manager for SPI, spoke regarding the steps that SPI has taken concerning these roads and the issues and damages that have occurred to them. They also explained their concerns about possible fire hazards in the area and the benefits of the County approving the resolution.

In response to questions from Supervisor Moty, Mr. James stated that SPI will continue to maintain the roads and will make some improvements to them. Mr. James stated that SPI typically gates off roads to control access by vehicles, especially during winter or other times where road conditions are of concern. Mr. James explained that, if an emergency were to arise, SPI employees, Cal Fire employees, or certain local residents would be able to open the access gates so that the roads would be accessible as emergency routes. Ms. Lanham also stated that, while SPI typically controls vehicular access to their roads, they do encourage foot traffic for recreational purposes.

In response to questions from Supervisor Rickert, Mr. James explained that SPI has encountered garbage dumping; abandoned vehicles and recreational vehicles; illegal camping and homeless camps, often with campfires, which add to the threat of a fire; theft from and vandalism of neighboring cabins; and damage to roads by vehicular use during bad weather. Mr. James stated that small wildfires happen in the area approximately every week.

In response to questions from Supervisor Morgan, Mr. James stated that no one has permanent residence along the roads that will be closed, although there are two property owners who maintain seasonal cabins. The two property owners will be able to open the gates and access their property. Supervisor Moty noted that the two property owners have also signed on to SPI's request and support it.

Bill Southwick, Beverley Zumalt, Liz Merry, Angelo Andreini, and Hank Pritchard spoke against the proposal.

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

In response to questions from Supervisor Moty, Mr. Minturn stated that, per state law, notice of the proposal was printed in the Record Searchlight on two different dates, and that the Department of Public Works attempted to contact Tehama County directly, although they did not receive a call back. County Fire was also notified, and approximately ten signs were posted in the area. Supervisor Moty noted that he received a phone call from Tehama County Supervisor Dennis Garton, who informed him that Tehama County Public Works did receive the notice but did not respond because it did not affect areas within Tehama County.

In response to questions from Supervisor Kehoe, Mr. Minturn stated that currently, the public can travel unrestricted along the roads. Mr. Minturn also explained that, although the roads have been in the County maintained mileage since approximately 1960, the County has not maintained the road for decades and that SPI has done the maintenance work. Mr. Minturn stated that abandoning the easement would return it to the property owners, allowing them to do with it as they see fit; while it would eliminate one potential alternative route for access to public lands, it would not eliminate any primary or secondary routes. He explained that free public access along the roads would possibly be curtailed, as that would be up to the property owners.

October 23, 2018

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In response to questions from Supervisor Rickert, Mr. James stated that local people who could have need in an emergency situation can work with SPI's forest patrolman to obtain key access.

County Counsel Cruse clarified that the Board of Supervisors can put conditions on any full or partial abandonment of the roads.

In response to questions from Supervisor Morgan, Mr. James clarified the area where the Ponderosa Fire occurred. Mr. James stated that there is public access up Rock Creek Road to Highway 44 and that the neighboring property owners have also had problems in the area. Ms. Lanham stated that there are other, preferred public access roads and that the non-residents who use the roads in question as a dumping ground are a safety issue for local residents as well as for SPI. Mr. James added that people are often confused as to the location of Road 17 versus the roads in question, which causes people to get lost and creates another safety issue.

In response to questions from Supervisor Moty, Counsel Cruse stated that prescribed easements are not in play as far as he knows and that if the Board vacated the roads, they would no longer be public roads. He also stated that if someone believed they had a prescriptive easement, it would be up to the property owners to address.

In response to questions from Supervisor Kehoe, Mr. James and Ms. Lanham addressed the use patterns of the road outside of SPI. Mr. James stated that currently, anyone with a vehicle could use the roads, and that also leads to the possibility of illegal marijuana grows, which can negatively impact watersheds. Mr. James stated that most users are probably recreationists, but people often get lost and the amount of dumping and fire danger is great. He also stated that the Sheriff's Office in Shingletown would also have gate keys.

Counsel Cruse clarified whether the Board of Supervisors wanted to add key access as a condition to the resolution. Ms. Lanham stated that SPI works with all adjacent property owners, fire, police, sheriff's offices, and citizen patrols to grant key access to those who need it. Supervisor Rickert declined to add a condition to her motion to adopt the resolution.

By motion made, seconded (Rickert/Kehoe), and unanimously carried, the Board of Supervisors adopted Resolution No. 2018-106 which orders the vacation of public easement located in the unincorporated area of Shasta County, California [Forwards Mill Road (County Road No. 2N002B) and a portion of Mineral Road (County Road No. 2P001) (Viola area)].

(See Resolution Book No. 61)

CLOSED SESSION ANNOUNCEMENT

Vice Chairman Moty announced that the Board of Supervisors would recess to a Closed Session to take the following action:

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October 23, 2018

Confer with legal counsel to discuss existing litigation entitled *Michael Peery v. County of Shasta*, pursuant to Government Code section 54956.9, subdivision (d), paragraph (1).

11:31 a.m.: The Board of Supervisors recessed to Closed Session.

11:38 a.m.: The Board of Supervisors recessed from Closed Session and reconvened in Open Session with Supervisors Kehoe, Moty, Rickert, and Morgan, County Executive Officer/Clerk of the Board Larry Lees, and County Counsel Rubin E. Cruse, Jr. present.

REPORT OF CLOSED SESSION ACTIONS

County Counsel Rubin E. Cruse, Jr. reported that the Board of Supervisors met in Closed Session to discuss existing litigation; however, no reportable action was taken.

11:39 a.m.: The Board of Supervisors adjourned.

Vice Chairman

ATTEST:

LAWRENCE G. LEES
Clerk of the Board of Supervisors

By _____
Deputy

REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS

BOARD MEETING DATE: November 6, 2018

CATEGORY: Consent - General Government-7.

SUBJECT:

Salary resolution which amends the Shasta County Salary Schedule.

DEPARTMENT: Support Services-Personnel

Supervisory District No. : All

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

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

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

RECOMMENDATION

Adopt a salary resolution, effective November 11, 2018, which amends the County Salary Schedule as follows: (1) Add footnote 76: An employee in the classification of Staff Nurse I/II shall receive an additional five percent (5%) of base pay when assigned to a unit performing utilization review activities/duties; and (2) add footnote 77: An employee in the classification of Staff Nurse I/II who performs the Emergency Department assignment shall receive an additional five percent (5%) of base pay for those hours worked in the Emergency Department assignment.

SUMMARY

N/A

DISCUSSION

The proposed recommendation is a modification to the Shasta County Salary Schedule. The modification was requested by the Health and Human Services Agency to provide compensation for specific activities and duties being performed by Staff Nurse I/II's. In reviewing the current functions of the Staff Nurse I/II positions, it was determined that the nurses are performing duties comparable to the Mental Health Clinicians. The addition of the stipends will eliminate the discrepancy in compensation for comparable duties.

ALTERNATIVES

The Board may choose to not approve the recommendation in whole or in part.

OTHER AGENCY INVOLVEMENT

This recommendation has been reviewed and has the concurrence of the Health and Human Services Agency and the Director of Support Services. This recommendation has been reviewed by the County Administrative Office.

FINANCING

There is no additional General Fund impact with approval of this recommendation. Any costs associated with this change will be absorbed by the department’s budget.

- Cc: Larry Lees, County Executive Officer
Terri Howat, County Chief Financial Officer
Donnell Ewert, HHSA Director
Tracy Tedder, HHSA Branch Director
Megan Dorney, HHSA Deputy Branch Director
Julie Hope, Principal Administrative Analyst
Shelley Forbes, Assist Director of Support Services
Kari Hallstrom, Personnel Analyst II
Linda Mekelburg, Agency Staff Services Analyst II - Confidential
Melissa Mansfield, Personnel Assistant – Confidential

ATTACHMENTS:

Description	Upload Date	Description
Salary Resolution	10/30/2018	Salary Resolution

SALARY RESOLUTION NO. _____

**A RESOLUTION OF THE BOARD OF SUPERVISORS
OF THE COUNTY OF SHASTA
AMENDING THE SHASTA COUNTY SALARY SCHEDULE**

BE IT RESOLVED that effective November 11, 2018, the following amendments are made to the Shasta County Salary Schedule for positions in County service:

FootnotesADD:

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AN EMPLOYEE IN THE CLASSIFICATION OF STAFF NURSE I/II SHALL RECEIVE AN ADDITIONAL FIVE PERCENT (5%) OF BASE PAY WHEN ASSIGNED TO A UNIT PERFORMING UTILIZATION REVIEW ACTIVITIES/DUTIES.

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AN EMPLOYEE IN THE CLASSIFICATION OF STAFF NURSE I/II WHO PERFORMS THE EMERGENCY DEPARTMENT ASSIGNMENT SHALL RECEIVE AN ADDITIONAL FIVE PERCENT (5%) OF BASE PAY FOR THOSE HOURS WORKED IN THE EMERGENCY DEPARTMENT ASSIGNMENT.

BE IT FURTHER RESOLVED that effective November 11, 2018, the following amendments are made to the Shasta County Salary Schedule for positions in County service:

<u>Footnotes</u>	<u>Classification Title</u>	<u>Class. Unclass.</u>	<u>Schedule</u>	<u>Range</u>	<u>Approx. Monthly A Step</u>	<u>Equiv. Salary F Step</u>
<u>FROM</u>						
	Staff Nurse I	C	PROF	511	4929	6291
3	Staff Nurse II	C	PROF	521	5175	6605
<u>TO</u>						
76,77	Staff Nurse I	C	PROF	511	4929	6291
3,76,77	Staff Nurse II	C	PROF	521	5175	6605

DULY PASSED AND ADOPTED this 6th day of November, 2018, by the Board of Supervisors of the County of Shasta by the following vote:

AYES: X
NOES: X
ABSENT: X
ABSTAIN: X
RECUSE: X

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: November 6, 2018

CATEGORY: Consent - Health and Human Services-8.

SUBJECT:

Agreement with Shasta Community Health Center

DEPARTMENT: Health and Human Services Agency-Adult Services

Supervisory District No. : All

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

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

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

RECOMMENDATION

Approve and authorize the Chairman to sign a retroactive renewal agreement with Shasta Community Health Center, a Federally Qualified Health Center, in a amount not to exceed \$598,070 to provide outpatient mental health and substance abuse treatment services for the period July 1, 2018 through June 30, 2021.

SUMMARY

The proposed agreement will allow Shasta Community Health Center (SCHC), a Federally Qualified Health Center (FQHC), to continue to provide targeted mental health case management and substance abuse treatment services in a primary care setting to lower income Shasta County residents.

DISCUSSION

A component of Shasta County Health and Human Services Agency's (HHSA) adopted Mental Health Services Act (MHSA) plan is intended to provide access to treatment for Shasta County residents who are Medi-Cal eligible and have been diagnosed with a mental illness, as well as to those individuals with co-occurring disorders: a mental health diagnosis along with a physical health diagnosis, or a mental health diagnosis along with a substance use disorder. This agreement will allow SCHC to provide integrated care for individuals by providing services that will treat their mental illness, physical illness, and/or their substance abuse.

SCHC is a health center whose primary location is in Redding, with additional clinics in Happy Valley and the cities of Shasta Lake and Anderson. In a primary care setting, they provide a wide range of health care services and varying levels and quantity of mental health services. This agreement will allow SCHC to provide targeted mental health case management services to those individuals with a significant mental illness, but whose psychiatric condition is essentially stable enough to do well in a primary care practice environment. Targeted mental health case management services are not a component typically covered by FQHCs. In working with HHSA, these services were identified as a component that would improve overall services for SCHC clients and allow for the integrated care model to be implemented.

This agreement will also allow SCHC to provide a substance abuse outpatient treatment program for patients aged 18 and older who are in need of substance use treatment. In Shasta County, substance use treatment is usually provided in a program separate from a health center because federally qualified health centers cannot receive federal reimbursement for group treatment facilitated by a non-licensed alcohol and drug counselor. HHSA is partnering with SCHC to provide these services at the health center so that these co-occurring disorders can be treated at the clinic. The integrated services provided by SCHC were designed by a team of SCHC professionals with input from the patient and their family members when appropriate, and addresses the whole patient, inclusive of their medical, psychosocial, behavioral, and spiritual needs. The primary goals for this project are for the individuals who receive services to remain stable and sober in their community. For Fiscal Year, 2017/18 there were a total of 767 case management visits with an average of 192 visits per quarter. Of the total number of visits, 327 were mental health related averaging 82 visits per quarter.

Even though the agreement does not request additional signature authority for amendments, it does allow for total line item budgeted costs in the budget to vary up to a maximum of 15 percent between categories within each budget line item with prior written approval of the County’s HHSA Director (Director) or any HHSA Branch Director as designated by the HHSA Director, provided the maximum amount of compensation per County fiscal year of this agreement is not exceeded.

The retroactivity of this agreement is due to ongoing negotiations between HHSA and SCHC.

ALTERNATIVES

The Board could choose not to approve the agreement or to approve with modified terms or reduced funding level.

OTHER AGENCY INVOLVEMENT

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

FINANCING

The expenditures for this agreement have been included in the Fiscal Year (FY) 2018-19 MHSA Adopted Budget (BU 404) and the FY 2018-19 Alcohol and Drug Programs (ADP) Adopted Budget (BU 422) and will be included in future year budget submittals. The agreement is funded through Intergovernmental Transfer (IGT) funds which are used to leverage federal Medi-Cal reimbursement for mental health services provided by SCHC for Shasta County residents. There is no additional General Fund impact from the recommended action.

ATTACHMENTS:

Description	Upload Date	Description
Agreement	10/25/2018	Agreement

**PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF SHASTA
AND
SHASTA COMMUNITY HEALTH CENTER**

This agreement is entered into between the County of Shasta, a political subdivision of the State of California, through its Health and Human Services Agency (“County”) and Shasta Community Health Center, a California not-for-profit corporation (“Contractor”) (collectively, the “Parties” and individually a “Party”) for the provision of targeted mental health case management and substance abuse counseling services.

Definitions

Beacon Health Strategies: The Behavioral Health Managed Care sub-contractor of Partnership Health Plan of California.

Case Management: The coordination of community services for mental health Patients by allocating a professional to be responsible for the assessment of need and implementation of care plans.

Shasta Community Health Center: A Federally Qualified Health Center (“FQHC”) as defined in 42 United States Code (“U.S.C.”) §1396d(l)(2)(B)(i) or (ii), and provides physical and mental health services to the “medically underserved population” (as defined in 42 U.S.C. §254b(b)(3)(A)) of County of Shasta.

Stable Seriously Mentally Ill (“SSMI”): Individuals with a serious mental illness, but whose psychiatric condition is essentially stable enough to do well in a primary care practice environment. These individuals will have a mental health diagnosis that falls outside the Beacon definition of mild-to-moderate.

Target Population: Individuals age 16 and above who are covered by Medi-Cal and are Patients of Shasta Community Health Center (“Patient”) and have a psychiatric or substance use diagnosis.

Section 1. RESPONSIBILITIES OF CONTRACTOR.

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

- A. Maintain a Targeted Case Management Team (“Team”) that consists of the following Full Time Equivalent (“FTE”) staffing positions:

0.40 FTE Licensed Clinical Social Worker (LCSW) as Team Leader
1.00 FTE Case Manager

- B. Provide mental health services to a minimum of 250 to 300 Shasta County residents who meet the Target Population criteria each fiscal year.

- C. Comply with the following standards of practice for services for Patients:

1. Address the total Patient, inclusive of medical, psychosocial, behavioral, and spiritual needs.

2. Ensure collaborative connections to facilitate services that focus upon moving the Patient into least restrictive care.
 3. Include all Patients and their caregivers, when appropriate, in the Patient-related decision-making process.
 4. Minimize fragmentation of care within the health care delivery system.
 5. Utilize evidence-based programs in the daily practice of case management.
 6. Utilize guidelines, standardized tools, and proven processes to measure a Patient's understanding and acceptance of the proposed plans, his/her willingness to change, and his/her support to maintain healthy behavior change.
 7. Expand the interdisciplinary team for each Patient to include, but not be limited to Patients and/or their identified support system, health care providers, and community-based and facility-based professionals.
 8. Move Patients to optimal levels of health and well-being.
 9. Ensure Patient safety.
 10. Medication reconciliation for Patients through collaborative efforts with medical staff.
 11. Adherence to the plan of care for the Patient, including medication adherence.
- D. As clinical needs demand, the Team shall facilitate access for Patients to Contractor's Primary Care Providers, or HOPE Program, if applicable.
- E. Maintain a referral directory of providers of substance abuse treatment, employment assistance, emergency housing, recovery support services, education, and other support services that would benefit program Patients.
- F. Maintain the pilot substance abuse treatment program until the sunset date of June 30, 2019, to be provided at any two Contractor clinic site, for Contractor's Patients aged 18 and older in need of substance abuse treatment to include the following components:
1. 1.00 FTE LCSW or Certified Drug and Alcohol Counselor (CDAC)
 2. Use of evidence-based addiction treatment curriculum.
 3. Individualized treatment plan for each program participant which includes up to 24 group sessions over a six month period.
 4. Individualized progress notes for each program participant for each session attended.
 5. Participation in site reviews conducted by County staff including appropriate releases so County staff may review program participant records.
 6. Enroll at least 50 program participants within 12 months of program implementation.
 7. Discharge program participants who have not attended group sessions within the prior 30 days.
 8. Attend quarterly Provider Meeting when held by County.
- G. Provide a representative to meet with County staff on a quarterly basis or as needed for the purpose of insuring coordination of Services and program planning.
- H. Participate in trainings as provided and directed by County. These may include but are not limited to, reducing stigma related to mental illness; screening and identification of

individuals with signs and symptoms of mental illness, including at risk children and youth; and integration of mental health primary care services.

- I. Acknowledge the funding source of all activities undertaken pursuant to this agreement by including in any educational and training materials, audio visual aids, websites, interviews with the press, flyers, or publications the following statement: "This activity (or program) has been funded by the County of Shasta, Health and Human Services Agency."
- J. As required by Government Code section 7550, each document or report prepared by Contractor for or under the direction of County pursuant to this agreement shall contain the numbers and dollar amount of the agreement and all subcontracts under the agreement relating to the preparation of the document or written report. If multiple documents or written reports are the subject of the agreement or subcontracts, the disclosure section may also contain a statement indicating that the total 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, agreement number, and dollar amount. If more than one document or report is produced under this agreement, Contractor shall add: "This [document or report] is one of [number] produced under this agreement."

Section 2. RESPONSIBILITIES OF COUNTY.

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

- A. Compensate Contractor as prescribed in Section 3 and 4 of this agreement.
- B. Provide protocols for linkage by Contractor to County for Patients, including protocols for consultation and sharing Patient data when appropriate and authorized.
- C. Monitor and evaluate the performance of Contractor throughout the term of this agreement to assure compliance with the terms and conditions of this agreement.

Section 3. COMPENSATION.

- A. In accordance with the budget as prescribed in **EXHIBIT A** ("Budget"), attached and incorporated herein, County shall pay Contractor for all reasonable and necessary costs in accordance with applicable Circulars of the Office of Management and Budget ("OMB") and the Executive Office of the President of the United States for satisfactorily providing services pursuant to this agreement. In no event shall the maximum amount payable under this agreement exceed \$598,070 during the term of the agreement. For the purposes of this agreement, the County Fiscal Year commences July 1 and ends on June 30 of the following calendar year.
- B. Total line item budgeted costs in the Budget may vary up to a maximum of 15 percent between categories within each budget line item with prior written approval of the County's Health and Human Services Agency, ("HHSA") Director ("Director") or any HHSA Branch Director as designated by the HHSA Director, and provided the maximum amount of compensation per County fiscal year of this agreement is not exceeded.

- C. Overhead/Administrative expenses shall be calculated at an amount not to exceed 15 percent of salaries.
- D. Contractor's violation or breach of agreement terms may result in fiscal penalties, withholding of compensation, or termination of this agreement.

Section 4. BILLING AND PAYMENT.

- A. Contractor shall submit to HHSA Business and Support Services Branch, Attn: Accounts Payable, P.O. Box 496005, Redding, CA 96049-6005, monthly by the 15th of each month following the month of services pursuant to this agreement, and in accordance with the Budget, a billhead or invoice regularly used in the conduct of Contractor's business for services rendered and costs incurred, accompanied by an **EXHIBIT B** ("Expenditure Report"), attached and incorporated herein, with copies of all supporting documentation and verification, including receipts and personnel timecards or time studies, for all expenses incurred. Administrative/overheard costs shall be billed at an amount not to exceed 15 percent of salaries and shall not require supporting documentation. County shall pay Contractor within 30 days of receipt of a complete, correct, and approved invoice for services rendered and costs incurred. Contractor shall submit a final invoice for the period ending June 30th by July 15th of the final month of this agreement.
- B. Contractor shall have the sole responsibility for billing and collection, in accordance with all applicable laws, from third party payers for the rendering of professional services delivered by Contractor.
- C. Compensation under this agreement shall be reduced by applicable contractor revenues. The term "applicable contractor revenues" refers to those receipts or reductions in expenditures or costs which operate to offset or reduce expense or cost items that are allocable to Contractor's compensation under this agreement (such as but not limited to: purchase discounts, rebates or allowances, insurance refunds and adjustments or overpayment, or other erroneous charges). To the extent that applicable contractor revenues, accruing or received by Contractor relate to allowable reduction, or a cash refund, as appropriate.
- D. Should County, or the state or federal government, disallow any amount claimed by Contractor due to error or errors of omission or commission by Contractor, Contractor shall reimburse County, or the state or federal government, as directed by County, or the state or federal government, for such disallowed cost.

Section 5. TERM OF AGREEMENT.

- A. The term of this agreement shall commence July 1, 2018 and shall end June 30, 2021, with the exception of the Pilot Substance Abuse (SUD) portion, which shall end June 30, 2019.
- B. Notwithstanding the foregoing, County shall not be obligated for payments hereunder for any future County fiscal year unless or until County's Board of Supervisors appropriates funds for this agreement in County's budget for that

County fiscal year. In the event that funds are not appropriated for this agreement, then this agreement shall end as of June 30 of the last County fiscal year for which funds for this agreement were appropriated. For the purposes of this agreement, the County fiscal year commences on July 1 and ends on June 30 of the following year. County shall notify Contractor in writing of such non-appropriation at the earliest possible date.

Section 6. REPORTING REQUIREMENTS

- A. Timely submission of reports is required. Reports not received within 90 days from the date they are due to County may result in County withholding future payments to Contractor. The reports to be provided to County by Contractor are as follows:
1. Quarterly Report – SSMI: A **EXHIBIT C** (“Quarterly Report”), attached and incorporated herein, in the format as prescribed by County reflecting Contractor’s performance and describing any problems or compliance issues shall be submitted to County within 30 days of the end of each calendar quarter. For purposes of this agreement, the end of each calendar quarter shall be March, June, September and December. Supporting documentation of Quarterly Report data shall be available to County as requested. Report shall include the Patient-specific data as identified in **EXHIBIT C**.
 2. Quarterly Report – SUD: A Quarterly Progress Report in the format approved by County reflecting Contractor’s performance and describing any problems or compliance issues shall be submitted to County within 30 days of the end of each calendar quarter. For purposes of this agreement, the end of each calendar quarter shall be March, June, September, and December.

Section 7. TERMINATION OF AGREEMENT.

- A. If Contractor materially fails to perform Contractor’s responsibilities under this agreement to the satisfaction of County, or if Contractor fails to fulfill in a timely and professional manner Contractor’s responsibilities under this agreement, or if Contractor violates any of the terms or provisions of this agreement, then County shall have the right to terminate this agreement for cause effective immediately upon the County giving written notice thereof to Contractor. If termination for cause is given by County to Contractor and it is later determined that Contractor was not in default or the default was excusable, then the notice of termination shall be deemed to have been given without cause pursuant to paragraph B of this section.
- B. County may terminate this agreement without cause on 60 days written notice to Contractor.
- C. County may terminate this agreement immediately upon oral notice should funding cease or be materially decreased during the term of this agreement.
- D. County’s right to terminate this agreement may be exercised by the County Executive Officer, HHSA Director, or any HHSA Branch Director designated by the HHSA Director.

- E. Should this agreement be terminated, Contractor shall promptly provide to County any and all finished and unfinished reports, data, studies, photographs, charts, and other documents prepared by Contractor pursuant to this agreement.
- F. If this agreement is terminated, Contractor shall only be paid for services satisfactorily completed and provided prior to the effective date of termination.

Section 8. ENTIRE AGREEMENT; AMENDMENTS; HEADINGS; EXHIBITS/APPENDICES.

- A. This agreement supersedes all previous agreements relating to the subject of this agreement and constitutes the entire understanding of the Parties hereto. Contractor shall be entitled to no other benefits other than those specified herein. Contractor specifically acknowledges that in entering into and executing this agreement, Contractor relies solely upon the provisions contained in this agreement and no others.
- B. No changes, amendments or alterations to this agreement shall be effective unless in writing and signed by both Parties. However, minor amendments, including retroactive, and as indicated in Section 3. B., that do not result in a substantial or functional change to the original intent of this agreement and do not cause an increase to the maximum amount payable under this agreement may be agreed to in writing between Contractor and HHSA Director, or any HHSA Branch Director designated by the HHSA Director, provided that the amendment is in substantially the same format as the County's standard format amendment contained in the Shasta County Contracts Manual (Administrative Policy 6-101).
- C. The headings that appear in this agreement are for reference purposes only and shall not affect the meaning or construction of this agreement.
- D. If any ambiguity, inconsistency, or conflict exists or arises between the provisions of this agreement and the provisions of any of this agreement's exhibits or appendices, the provisions of this agreement shall govern.

Section 9. NONASSIGNMENT OF AGREEMENT; NON-WAIVER.

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

Section 10. EMPLOYMENT STATUS OF CONTRACTOR.

Contractor shall, during the entire term of this agreement, be construed to be an independent contractor, and nothing in this agreement is intended nor shall be construed to create an employer-employee relationship, a joint venture relationship, or to allow County to exercise discretion or control over the professional manner in which Contractor performs the work or services that are the subject matter of this agreement; provided, however, that the work or services to be provided by Contractor shall be provided in a manner consistent with the professional standards applicable to such work or services. The sole interest of County is to insure that the work or services shall be rendered and performed in a

competent, efficient, and satisfactory manner. Contractor shall be fully responsible for payment of all taxes due to the State of California or the federal government that would be withheld from compensation if Contractor were a County employee. County shall not be liable for deductions for any amount for any purpose from Contractor's compensation. Contractor shall not be eligible for coverage under County's workers' compensation insurance plan nor shall Contractor be eligible for any other County benefit. Contractor must issue W-2 and 941 Forms for income and employment tax purposes, for all of Contractor's assigned personnel under the terms and conditions of this agreement.

Section 11. INDEMNIFICATION.

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

Section 12. INSURANCE COVERAGE.

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

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

"Separation of Insureds.

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

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each suit insured against whom a claim is made or suit is brought."

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

Section 13. NOTICE OF CLAIM; APPLICABLE LAW; VENUE.

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

Section 14. COMPLIANCE WITH LAWS; NON-DISCRIMINATION.

- A. Contractor shall observe and comply with all applicable present and future federal laws, state laws, local laws, codes, rules, regulations, and/or orders that relate to the work or services to be provided pursuant to this agreement.
- B. Contractor shall not discriminate in employment practices or in the delivery of services on the basis of race, color, creed, religion, national origin, sex, age, marital status, sexual orientation, medical condition (including cancer, HIV, and AIDS) physical or mental disability, use of family care leave under either the Family &

Medical Leave Act or the California Family Rights Act, or on the basis of any other status or conduct protected by law.

- C. Contractor represents that Contractor is in compliance with and agrees that Contractor shall continue to comply with the Americans with Disabilities Act of 1990 (42 U.S.C. sections 12101, *et seq.*), the Fair Employment and Housing Act (Government Code sections 12900, *et seq.*), and regulations and guidelines issued pursuant thereto.
- D. No funds or compensation received by Contractor under this agreement shall be used by Contractor for sectarian worship, instruction, or proselytization. No funds or compensation received by Contractor under this agreement shall be used to provide direct, immediate, or substantial support to any religious activity.
- E. In addition to any other provisions of this agreement, Contractor shall be solely responsible for any and all damages caused, and/or penalties levied, as the result of Contractor's noncompliance with the provisions of this section.

Section 15. ACCESS TO RECORDS; RECORDS RETENTION.

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

Section 16. COMPLIANCE WITH CHILD, FAMILY, AND SPOUSAL SUPPORT REPORTING OBLIGATIONS.

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

Section 17. LICENSES AND PERMITS.

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

Section 18. PERFORMANCE STANDARDS.

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

Section 19. CONFLICTS OF INTEREST.

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

Section 20. NOTICES.

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

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

If to Contractor: Chief Executive Officer

Shasta Community Health Center
1035 Placer Street
Redding, CA 96001
Phone: (530)245-5704
Fax: (530)241-7831

- B. Any oral notice authorized by this agreement shall be given to the persons specified in Section 20.A. and shall be deemed to be effective immediately.
- C. Unless otherwise stated in this agreement, any written or oral notices on behalf of the County as provided for in this agreement may be executed and/or exercised by the County Executive Officer.

Section 21. AGREEMENT PREPARATION.

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

Section 22. COMPLIANCE WITH POLITICAL REFORM ACT.

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

Section 23. PROPERTY TAXES.

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

Section 24. 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 25. CONFIDENTIALITY.

During the term of this agreement, both Parties may have access to information that is confidential or proprietary in nature. Both Parties agree to preserve the confidentiality of and to not disclose any such information to any third party without the express written

consent of the other Party or as required by law. This provision shall survive the termination, expiration, or cancellation of this agreement.

Section 26. CONFIDENTIALITY OF PATIENT INFORMATION.

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

Section 27. USE OF COUNTY PROPERTY.

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

Section 28. FINANCIAL REPORTING

Contractor shall provide financial information and/or records pertaining to Contractor's agency including, but not limited to: audited financial statement from audit prepared in accordance with Circular No. A-133 of the Office of Management and Budget of the Executive Office of the President of the United States ("OMB") and performed by a qualified Certified Public Accountant (submitted annually to County within 30 days of Contractor's receipt of financial statement); IRS form 990 and all supporting schedules (submit to County within 30 days of filing); notice to County of any tax delinquency including but not limited to property, sales, income, and payroll taxes (submit to County within 10 days of receipt of notice or knowledge of delinquency). All financial information shall be submitted to Shasta County HHSA Business and Support Services Branch, Attention: HHSA Fiscal Manager, P.O. Box 496005, Redding, CA 96049-6005. Contractor shall provide additional financial information as requested by County within 30 days of receiving such request. Contractor shall fully cooperate with County in providing any financial information and/or records requested by County concerning this agreement. This Section shall survive the termination, expiration or cancellation of this agreement for the period of time necessary to submit all required financial reporting to County as prescribed herein.

Section 29. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT.

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

proper procedures for the release of such information. The Parties acknowledge their separate and independent obligations with respect to HIPAA, and that such obligations relate to transactions and code sets, privacy, and security. Contractor understands and agrees that it is independently responsible for compliance with HIPAA and agrees to take all necessary and reasonable actions to comply with the requirements of HIPAA related to transactions and code sets, privacy, and security. Contractor agrees that, should it fail to comply with its obligations under HIPAA, it shall indemnify and hold harmless County (including County's officers, employees, and agents), for damages that are attributable to such failure. The indemnification provided for in this section is in addition to, and does not in any way limit, the hold harmless, indemnification, and defense obligations of Contractor that are provided for in Section 11.

Section 30. COUNTY'S RIGHT OF SETOFF.

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

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

COUNTY OF SHASTA

Date: _____

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

ATTEST:

LAWRENCE G. LEES
Clerk of the Board of Supervisors

By: _____
Deputy

Approved as to form:

RUBIN E. CRUSE, JR.
County Counsel

By: Alan B. Cox 10/17/18
Alan B. Cox
Deputy County Counsel

RISK MANAGEMENT APPROVAL

By: James Johnson 10/17/18
James Johnson
Risk Management Analyst

CONTRACTOR

By: C. Dean Germano
C. DEAN GERMANO
Chief Executive Officer

Date: 10/23/18

Tax I.D.#: On File

EXHIBIT A
SHASTA COMMUNITY HEALTH CENTER
BUDGET

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

Shasta Community Health Center
 1035 Placer Street
 Redding, CA 96001

Multi-Year Service Budgets

Budget Category	FTE	Budget Period 7/1/18 - 6/30/19	Budget Period 7/1/19 - 6/30/20	Budget Period 7/1/20 - 6/30/21	Total Budgeted Costs
Personnel/Position					
<i>Case Management Team</i>					
> LCSW Team Leader	0.40	32,100.00	33,063.00	34,055.00	99,218.00
> Case Manager	1.00	47,200.00	48,616.00	50,075.00	145,891.00
> Care Coordinator					0.00
					0.00
LCSW or CDAC	1.00	48,250.00			48,250.00
Fringe Benefits (25%)		31,888.00	32,845.00	33,830.00	98,563.00
Total Salaries and Benefits		159,438.00	114,524.00	117,960.00	391,922.00
Operating Expenses					
Office Expenses/Supplies - SSMI		1,000.00	1,000.00	1,000.00	3,000.00
Equipment					0.00
Rents/Leases					0.00
Utilities/Communications					0.00
Travel					0.00
Software					0.00
Office Expenses/Supplies - Substance Abuse		1,000.00			1,000.00
Continuing Education - SSMI Staff		5,000.00	5,000.00	5,000.00	15,000.00
Continuing Education - Sub Abuse Staff		2,500.00			2,500.00
(OTHER - Please Specify)					0.00
Total Operating Expenses		9,500.00	6,000.00	6,000.00	21,500.00
Other Expenses					
Fixed Assets					0.00
Contracted Art Therapist		10,000.00	10,000.00	10,000.00	30,000.00
(OTHER - Please Specify)					0.00
Total Other Expenses		10,000.00	10,000.00	10,000.00	30,000.00
Total Expenses		178,938.00	130,524.00	133,960.00	443,422.00
Administrative Cost		19,132.00	12,251.00	12,619.00	44,002.00
(Not to exceed 15% of salaries)					
Totals		\$198,070.00	\$142,775.00	\$146,579.00	\$487,424.00

FOR COUNTY USE ONLY:

Cost Center

Account Code

Project Code

Activity Code

EXHIBIT B EXPENDITURE REPORT

Shasta Community Health Center
1035 Placer St.
Redding, CA 96001

Check for final Report ☐

Date of Report

Term of Contract: 7-1-18 – 6-30-21

Period of Report

Budget Category (1)	Approved Budget (2)	This Period (3)	Previous Periods (4)	YTD (5)	Remaining Balance (6)
Personnel/Position					
Fringe Benefits					
Total Salary and Benefits					
Operating Expenses					
Office Expenses/Supplies					
Equipment					
Rents/Leases					
Utilities/Communications					
Travel					
(OTHER - Please Specify)					
Total Operating Expenses					
Other Expenses					
Fixed Assets					
(OTHER - Please Specify)					
Total Other Expenses					
Total Expenses					
Administrative Cost					
(Not to exceed 15% of Salaries)					
Totals					

Invoice Total

\$-,---.---

Prepared by: (type name here)

Date

Telephone #

FOR COUNTY USE ONLY:

Cost Center

Account Code

Project Code

Activity Code

EXHIBIT C QUARTERLY REPORT

Please report the following information for the quarter:

1.	Total number of Patients served				
2.	Total number of Veterans served				
3.	Total number of unduplicated Patients served				
	Diagnosis of Patients receiving services	1.	2.	3.	
4.	Number of Patients who received a diagnosis of Substance Use Disorder (SUD)				
5.	Total number of unduplicated dual diagnosed Patients				
6.	Total number of Substance Abuse Counseling Services delivered				
7.	Number of unduplicated Patients who received Medication Assisted Treatment				
8.	Total number of Interdisciplinary Team meetings held				
9.	Total number of Case Mgmt/Rehabilitation Services delivered				
10.	Total number of Group Services delivered				
11.	Total number of Therapy/Assessment/Plan Development services delivered by an LCSW				
12.	Top 3 services delivered by the Care Coordinator	1.	2.	3.	
13.	Total number Patients discharged from care				
14.	Total number Patients successfully discharged from this level of care				
15.	Average number of days sober at time of discharge				
16.	Average number of social support activities engaged in monthly at time of discharge				
17.	Average number of treatment sessions attended prior to discharge				
18.	At least 10% of Patients will have completed all required treatment sessions	<input type="checkbox"/> Yes	%	<input type="checkbox"/> No	%
19.	At least 30% of Patients will have not used their primary drug in the 30 days prior to discharge	<input type="checkbox"/> Yes	%	<input type="checkbox"/> No	%
20.	At least 30% of Patients will have stayed in treatment at least 90 days	<input type="checkbox"/> Yes	%	<input type="checkbox"/> No	%
21.	Total number of social support activities offered/attended this quarter by Patients				
22.	At least 30% of unduplicated Patients engaged in 4 or more social support activities per month	<input type="checkbox"/> Yes	%	<input type="checkbox"/> No	%
23.	Average length of stay in this program				
24.	4 th Quarter Only Outcome: Total number of residents who served this past fiscal year. Number should be >/= 250				

**EXHIBIT C
QUARTERLY REPORT**

Narrative Quarterly Information:

1. What evidence-based programs were utilized this quarter?
2. What client social support activities were offered/attended this quarter?
3. What trainings were attended this quarter? Use N/A if the answer is none.
4. Please report on any leadership and staff changes. Please provide the names and credentials of the staff assigned to this program:
 - a. .60 FTE Licensed Clinical Social Worker (LCSW) as Team Leader:
 - b. 1.0 FTE Case Manager:
 - c. 1.0 FTE Care Coordinator:
5. Reason for discontinuance of services.
6. Outcome information based on Patient stability related to housing, incarceration, and psychiatric hospitalization.
 - a. Patient Stability:
 - b. Housing:
 - c. Incarceration:
 - d. Psychiatric Hospitalizations:

Fourth Quarter (Only) Reporting:

7. If the answer in #23 is less than 250, please explain the barriers to achieving this contractual goal.
8. If the answer in #23 is less than 250, please explain what your methods will be put in place to ensure the contract minimum is met in the next fiscal year.

- D. Budget Expenditure Report – A Budget Expenditure Report shall be submitted to County 30 days after the end of each calendar quarter during the term of this agreement, reflecting expenditures on the budgeted items, as well as any budget problems arising during the reporting period.

REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS

BOARD MEETING DATE: November 6, 2018

CATEGORY: Consent - Health and Human Services-9.

SUBJECT:

Resolution Delegating Signing Authority of Memorandums of Understanding

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

Supervisory District No. : All

DEPARTMENT CONTACT: Dianna L. Wagner, Branch Director (530) 225-5705/Tracie Neal, Chief Probation Officer (530) 245-6200

STAFF REPORT APPROVED BY: Dianna L. Wagner, Branch Director and Tracie Neal, Chief Probation Officer

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

RECOMMENDATION

Adopt a resolution which approves and authorizes the Health and Human Services Agency (HHSA) Director, the HHSA Children's Branch Director, and the Chief Probation Officer, to sign children and adolescent's supportive services Memorandums of Understanding (MOU) with the California Department of Social Services and California Department of Health Care Services so long as there is no compensation or revenue, the total term does not exceed three years, and the MOUs otherwise comply with Administrative Policy 6-101, *Shasta County Contracts Manual*.

SUMMARY

The California Department of Social Services (CDSS) and Department of Health Care Services (DHCS) requires a Board-adopted resolution for each supportive services Memorandums of Understanding (MOU). This standing resolution will meet that requirement for all future supportive services MOUs signed by the HHSA Director, the HHSA Children's Services Branch Director, and the Chief Probation Officer pursuant to Administrative Policy 6-101.

DISCUSSION

CDSS and DHCS have implemented broad sweeping policy changes aimed at improving outcomes for children in foster care. Assembly Bill (AB) 403 put forth the Continuum of Care which implemented many policy changes related to group homes, resource family approval process, and trauma informed training for families.

Many of the policies and practices adopted by Assembly Bill 403 were identified in the CDSS' 2015, California's Child Welfare Continuum of Care Reform report. This report, built upon many years of policy change, is designed to improve the outcomes for youth and necessitates the need for emergent contracts with CDSS and DHCS.

CDSS and DHCS assist county welfare departments in the implementation of policy changes through MOUs with supportive

services including but not limited to training, process improvement, consultation, system improvement, and technical assistance. These services at times are for both child welfare and juvenile probation staff to support the children and families receiving federal Title IV-E funding. The goal of the supportive services are to help reduce the number of children and adolescents in foster care and group homes, and to maintain stable, permanent family for the youth in the child welfare and probation systems. The resolution is required by CDSS.

ALTERNATIVES

The Board could choose not to adopt the resolution, provide alternate direction to staff, or defer consideration to a future date.

OTHER AGENCY INVOLVEMENT

County Counsel has approved the resolution as to form. This Recommendation has been reviewed by the County Administrative Office.

FINANCING

The MOUs recommended in the resolution would contain no compensation or revenue. The activities and staff levels described in the MOUs will be contained in the affected department’s requested budgets. There is no additional General Fund impact with the proposed recommendation.

ATTACHMENTS:

Description	Upload Date	Description
MOU Resolution	10/19/2018	MOU Resolution

RESOLUTION NO 2018-

**RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COUNTY OF SHASTA
AUTHORIZING THE HEALTH AND HUMAN SERVICES AGENCY DIRECTOR, THE
CHILDREN'S SERVICES BRANCH DIRECTOR, AND THE CHIEF PROBATION
OFFICER TO APPROVE AND SIGN SUPPORTIVE SERVICES MEMORANDUMS OF
UNDERSTANDING WITH THE CALIFORNIA DEPARTMENT OF SOCIAL SERVICES
OR CALIFORNIA DEPARTMENT OF HEALTH CARE SERVICES**

WHEREAS, the California Department of Social Services (CDSS) and the California Department of Health Care Services (DHCS), continue to change regulations and provide supports to Child Welfare Programs to improve the lives of children and adolescents; and

WHEREAS, the Shasta County Health and Human Services Agency (HHSA), Children's Services Branch and Probation Department are frequently required to enter into Memorandum of Understanding (MOU) agreements with CDSS and DHCS for Supportive Services including but not limited to training, process improvement, consultation, system improvement, and technical assistance; and

WHEREAS, pursuant to Shasta County Administrative Policy 6-101, *Shasta County Contracts Manual*, agreements, including the Supportive Services MOUs, that deviate from the standard format may be signed by department heads if the total compensation does not exceed \$10,000, the total term of the agreement does not exceed three years, and if County Counsel approves the agreement as to form and, if the deviation is from the standard insurance and indemnification provisions, Risk Management approves the agreement; and

WHEREAS, CDSS and DHCS require a Board-adopted resolution for the approval of each of the Supportive Services MOUs.

WHEREAS, this standing resolution will meet that requirement for all future supportive services MOUs signed by the HHSA Director, the HHSA Children's Services Branch Director, and the Chief Probation Officer pursuant to Administrative Policy 6-101.

NOW THEREFORE BE IT RESOLVED, that the Board of Supervisors of County of Shasta hereby delegates signing authority of CDSS or DHCS Supportive Services MOUs to the HHSA Director, the HHSA Children's Services Branch Director, and the Chief Probation Officer so long as the total term is for a period of not more than three years, there is no compensation or revenue, and the MOUs otherwise comply with Administrative Policy 6-101, *Shasta County Contracts Manual*.

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

AYES:

NOES:

ABSENT:

ABSTAIN:

RECUSE:

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

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

By: _____
Deputy

REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS

BOARD MEETING DATE: November 6, 2018

CATEGORY: Consent - Health and Human Services-10.

SUBJECT:

First amendment with Shasta County Child Abuse Prevention Coordinating Council

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

Supervisory District No. : All

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

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

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

RECOMMENDATION

Approve and authorize the Chairman to sign an amendment, effective date of signing, to the agreement with the Shasta County Child Abuse Prevention Coordinating Council to provide parent learning and supportive services to increase compensation by \$125,112 (for a total not to exceed \$653,919) to add Response Path Zero services, and retain the term August 16, 2017 through August 15, 2018, with two automatic one-year renewals.

SUMMARY

This first amendment adds Response Path Zero Services to provide prevention and referral services to families through additional Parent Partners in Shasta Lake City and the City of Anderson that improve identification and assessment of a family's strengths and needs with respect to the prevention of child abuse/neglect and connections to community resources. The original agreement was approved by the Board on September 12, 2017.

DISCUSSION

Through this first amendment, Parent Partners will respond to families at risk of child abuse/neglect that are seeking services in the Anderson and Shasta Lake City areas. These families will be offered a response from a parent partner with Shasta County Child Abuse Prevention Coordinating Council (SCCAPCC) to help identify and assess the family's strengths and needs with respect to the prevention of child abuse/neglect and connect the family to community resources. In order to help the at-risk family, assure the safety, permanency, and well-being of children, the SCCAPCC provides supportive services focused on prevention, early intervention, social connectedness, peer support, and educates the family about available resources in the family's community, including but not limited to, food, medical, housing, and educational resources, etc., helping family members to connect with the resources.

These services are built on the Strengthening Families approach that seeks to help families increase protective factors, including: parental resilience, social connections, knowledge of parenting and child development, concrete supports in times of need and children having social and emotional competence. Research supports that healthy child development is promoted when these factors are present in a family. Parent Partners will provide the evidence based parent education program known as The Positive Parenting Program (Triple P©) to all families receiving services through Path Zero response. Path Zero response

focuses on preventative child abuse/neglect services in underserved geographic areas of Shasta County. The SCCAPCC has been providing Path One and Path Two services since 2014 which are in combination with a child abuse referral and child welfare social worker involvement. In the 17/18 Fiscal Year of the 57 families surveyed through this agreement the Protective Factors pre- and post-tests indicate an increase of 91.23% in Family Functioning. There has been an increased need to provide prevention services and supports for families in Anderson and Shasta Lake City. Through the Mental Health Services Act, Prevention and Early Intervention programs and stakeholder feedback we want to add Path Zero services to improve access to services and supports, improve knowledge of parenting through Triple P, and address adverse childhood experiences.

ALTERNATIVES

The Board could choose not to approve this first amendment, refer this item back to staff to renegotiate the terms of the first amendment, or provide alternate direction to staff.

OTHER AGENCY INVOLVEMENT

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

FINANCING

The Parent Learning program is supported through a combination of resources. SCCAPCC supports the services provided through participation in the federally funded AmeriCorps program and additional non-AmeriCorps SCCAPCC revenue. The Health and Human Services Agency must provide non-federal matching funds for the AmeriCorps program. Shasta County is funding the agreement through federal Child Welfare revenue and 2011 realigned funds. Funding for this first amendment was included in the Social Services FY 2018-19 Adopted Budget (BU 501). There is no additional General Fund impact from the recommended action.

ATTACHMENTS:

Description	Upload Date	Description
SCCAPCC First Amendment	10/25/2018	SCCAPCC First Amendment

**FIRST AMENDMENT TO THE AGREEMENT BETWEEN
THE COUNTY OF SHASTA AND SHASTA COUNTY CHILD ABUSE PREVENTION
COORDINATING COUNCIL FOR
PARENT LEARNING AND SUPPORTIVE SERVICES**

This First Amendment is entered into between the County of Shasta (County), a political subdivision of the State of California, and Shasta County Child Abuse Prevention Coordinating Council, a California corporation, (Consultant).

R E C I T A L S

WHEREAS, County and Consultant have previously entered into an agreement on September 12, 2017, effective August 16, 2017, to provide for parent learning and supportive services (Original Agreement); and;

WHEREAS, County and Consultant desire to amend the Agreement to expand the scope of services to add Response Path 0 Services, to increase the amount of compensation payable to Consultant by \$125,112, and to adjust the Budget categories to decrease Operational Expenses by \$53,110, increase the Salary and Benefits by \$43,403, and increase Indirect Costs by \$9,707; and

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

NOW, THEREFORE, the Agreement is amended as follows:

I. **Section 1. DEFINITIONS** of the Agreement is amended as of the effective date of this First Amendment in its entirety to read as follows:

Section 1. DEFINITIONS.

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

Assessment means an engagement with and interview of a family to ascertain the strengths and needs of the family as they relate to the safety, permanence, and well-being of the family's children to identify services and Community Resources that will assist the family in building their strengths and addressing their needs.

Assessment Service Plan is a written plan, prepared by a Parent Partner, which assists in identifying Family strengths and needs for the purpose of making appropriate referrals, setting goals for mitigation of risk for child abuse/neglect, tracking services provided and referrals made to other agencies for the intention of addressing the identified needs and for building on Family strengths, and for tracking the outcome of goals.

Community Resources means those resources that are available within the population that can assist families receiving services in meeting their needs or building their identified strengths including, but not limited to: the provision of food, medical care (including mental health), housing, child care, educational resources, drug abuse prevention, employment services and social service programs.

Evidence-Informed/Evidence-Based Service refers to programs and practices that have

empirical research supporting their efficacy, and includes SafeCare® and Triple P-Positive Parenting Program®.

Family means a one or two-person unit engaged in the rearing of children or various other social units differing from but regarded as equivalent to the aforementioned unit. Besides biological parents rearing their biological children, other common social units include, but may not be limited to, a relative/step parent rearing their children/step-children, foster parents rearing their foster children, adoptive parents rearing their adopted children, relative caregivers rearing their relative child(ren), and other similar units.

Child and Family Focused Meeting (CFFM) is a meeting that is comprised of family members, foster parents, legal custodians, community specialists and other support people identified by the family and agency who join together to empower, motivate and strengthen a family, and collaboratively develop a plan of care and protection to achieve safety, permanency, and well-being for the child and family.

Minor is an individual who is 17 or younger.

Parent Partner means an individual employed or retained by Consultant, who meets the minimum qualifications of a Parent Partner. The Parent Partner provides support, advocacy, mentoring, education and services to families at risk for child abuse/neglect referred by County pursuant to the agreement. Parent Partners act as a bridge to other needed Community Resources and services for such families.

Response Path 0 Services refers to a response for families at risk of child abuse/neglect. These families will be offered a response from a Community Parent Partner (CPP) to help assess and identify the family's strengths and needs with respect to the prevention of child abuse/neglect and connect the family to community resources. In order to help the at-risk family assure the safety, permanence, and well-being of their children, the CPP provides supportive services focused on prevention, early intervention, social connectedness, peer support and educates the family about available resources in the family's community, including but not limited to, food, medical, housing, and educational resources, etc.

Response Path 1 Services refers to a response to a low risk referral of child abuse/neglect to County that would otherwise not receive a response from County. A Path 1 response is made by a Parent Partner to help assess the needs of the referred Family and connect them to Community Resources.

Response Path 2 Services refers to a response to a moderate risk referral of child abuse/neglect to County and is a joint response by County and a Parent Partner to assess safety and risk factors, and if appropriate, provide the Family with services to address any specific needs.

Referral Services consists of recommendations resulting from an Assessment and subsequent Assessment Service Plan, to a Family for Community Resources or other relevant recommendations that will help stabilize the Family and promote positive outcomes.

SafeCare® is an Evidence-Based/Evidence-Informed Service determined to be effective

with families involved in child welfare that provides direct skill training to parents in child behavior management, planned activities, home safety, and child health management skills to prevent and intervene with child maltreatment for ages 0-8.

Strengthening Families Five Protective Factors are the foundation of the Strengthening Families approach and when they are present and robust in a Family diminish the likelihood of child abuse and neglect. The five protective factors are:

1. Parental Resilience – the ability to cope with and bounce back from all types of challenges.
2. Social Connections – friends, family members, neighbors, and other members of a community who provide emotional support and concrete assistance to parents.
3. Knowledge of Parenting and Child Development – accurate information about raising young children, appropriate expectations for their behavior, and knowledge of alternative discipline techniques.
4. Concrete Supports in Times of Need – financial security to cover day-to-day expenses and unexpected costs, formal supports like Temporary Assistance for Needy Families (“TANF”), Medicaid, and job training, and informal support from social networks.
5. Children’s Social and Emotional Competence – a child’s ability to interact positively with others and communicate his or her emotions effectively.

Triple P – Positive Parenting Program® is an Evidence-Based/Evidence-Informed service model for parenting and support determined to be effective in preventing behavioral, emotional, and developmental problems in children by enhancing the knowledge, skills, and confidence of parents.

II. **Section 2. RESPONSIBILITIES OF CONSULTANT** of the Agreement is amended as of the effective date of this first amendment in its entirety to read as follows:

Section 2. RESPONSIBILITIES OF CONSULTANT.

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

A. Employ or retain, and supervise, Parent Partners to provide:

1. Response Path 0 Services.

- a. Contact Families for which the Children’s Services Program Manager has authorized Consultant to assign a Parent Partner to provide Response Path 0 Services, inform them about the Response Path 0 Services program, and offer to provide Assessment and Referral Services to help Families assure the safety, permanence, and well-being of the Child(ren).

- b. For each Family who requests Assessment and Referral Services as offered in A. 1. a. of this Section 2, conduct an Assessment. Based on the results of the Assessment an Assessment Service Plan will be written that shall incorporate the Strengthening Families Five Protective Factors.
 - c. Educate Families who participate in an Assessment about available Community Resources.
 - d. Help Family members connect to activities, services, and Community Resources that have been proposed by the Parent Partner and agreed to by the Family.
 - e. Make follow-up calls to agreed-upon activities, services, and Community Resources providers to determine if a Family successfully connected to the service, activities, and Community Resources as proposed and agreed to as noted in A. 1. d of this Section 2.
 - f. Offer and provide Evidence Based Services, such as Level 3 Triple P – Positive Parenting Program® to all referred Path 0 Families.
2. Response Path 1 Services.
- a. Contact each Family referred to Consultant by County by telephone, letter, or personally to inform the Family about the Parent Learning and Supportive Services Program and invite the Family's participation.
 - b. Offer to meet with each Family and provide Assessment and Referral Services in order to help assure the safety, permanence, and well-being of the child(ren).
 - c. Conduct an Assessment for each Family, referred by County, who requests Assessment and Referral Services as offered in sub-section 2.A.1.b. Based on the results of the Assessment, an Assessment Service Plan will be written that shall incorporate the Strengthening Families Protective Factors.
 - d. Connect Families referred by County, who participate in an Assessment, to available Community Resources.
 - e. Offer Evidence-Informed/Evidence Based Services, such as SafeCare® home visiting and Level 3 Triple P – Positive Parenting Program®, as requested by County.
 - f. Make follow-up calls to implement services and/or to determine if a Family successfully connected to the service, activities, and Community Resources as proposed and agreed to as noted in sub-section A.1.d.
3. Response Path 2 Services.
- a. Respond to County requests for assistance with a child abuse/neglect

referral.

- b. Participate with County social workers on family visits as requested by County when the County social worker will be assessing concerns of child abuse/neglect.
 - c. Participate with social worker on family visit after initial assessment by social worker.
 - d. Receive and respond to written referrals from County regarding Families previously contacted by a County social worker, but not yet introduced by a County social worker to a Parent Partner.
 - e. Following the County social worker assessment and Response Path 2 Services referral, meet with the referred Family, engage with them to provide Assessment and Referral Services.
 - f. Provide feedback to County within 21 days of receiving written referral from County as defined in sub-section A.2.d and A.2.e. Feedback is to include family engagement status: assigned, declined services, or on a waiting list.
 - g. Participate in Child and Family Focused Meetings as requested by County.
 - h. Provide services prescribed in Sections 2.A.1.c through 2.A.1.g of this agreement.
- B. Obtain or provide training for staff funded by this agreement to achieve and maintain a working knowledge of the following for the provision of Parent Learning services:
- 1. SafeCare[®] home visitation program that provides direct skill training to parents in child behavior management, planned activities training, home safety training, and child health skills to prevent and intervene with child maltreatment.
 - 2. Triple P – Positive Parenting Program[®] Level 3 accreditation.
 - 3. Strengthening Families approach – a comprehensive understanding of the issues related to promoting healthy child development through increasing the five Protective Factors in families.
- C. Participate in County's Triple P Evaluation activities as prescribed in Section 3. B., and provide names of new staff who become accredited in Triple P.
- D. Designate one individual to serve on the Shasta County Child Abuse Prevention Review, Evaluate and Direct (RED) Team as outlined in **Attachment B**, attached and incorporated herein.
- E. As required by Government Code section 7550, each document or report prepared

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

F. Record Keeping/Reporting.

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

G. Consultant shall promulgate and implement written procedures (Grievance Procedures) whereby clients and recipients of services shall have the opportunity to express and have considered their views, grievances, and complaints regarding the delivery of services pursuant to this agreement. Consultant shall provide a copy of Consultant's Grievance Procedures to County upon request for County's approval prior to use. County's Health and Human Services Agency (HHS), Children's Branch Director (Branch Director) shall be notified in writing within 10 business days of:

1. Learning of all grievances and the nature thereof; and
2. Upon resolution of a grievance or conclusion of the grievance process,

including the results.

H. Investigation of Illegal Use of Agreement Funds.

1. Consultant shall take reasonable steps to prevent the illegal use of agreement funds. Consultant agrees to notify County of any suspected illegal use of agreement funds. Consultant shall meet with County or its delegate for consultation when there is suspected illegal use of funds. Consultant shall cooperate with County or its delegate in any way necessary in the investigation of potential illegal use of agreement funds.
2. Consultant shall provide County or its delegate with any relevant information requested and shall permit County or its delegate access to Consultant's premises, upon reasonable notice, during normal business hours for the purpose of conducting interviews and inspecting and copying books, records, accounts, and other materials that may be relevant to a matter under investigation for potential illegal use of agreement funds.

I. Consultant shall ensure, and provide written verification thereof to County, that all staff and volunteers working or providing services under this agreement receive appropriate clearance following a federal and state criminal records check and a California Department of Motor Vehicles record check.

J. Consultant shall acknowledge the funding source of all activities undertaken pursuant to this agreement by including in any educational and training materials, audio visual aids, interviews with the press, flyers, or publications the following statement: "This activity (or program) has been funded (or sponsored) by the County of Shasta through the California Department of Social Services."

III. **Section 5. COMPENSATION** of the Agreement is amended as of the effective date of this first amendment in its entirety to read as follows:

Section 5. COMPENSATION.

- A. In accordance with the parent learning and supportive services budget (Budget) as prescribed in **Attachment C-1** of this agreement, attached hereto and incorporated by this reference, County shall pay to Consultant a maximum of \$653,919 for all reasonable and necessary costs in accordance with applicable Circulars of the Office of Management and Budget (OMB) of the Executive Office of the President of the United States, for satisfactorily providing services pursuant to this agreement. In no event shall the maximum amount payable under this agreement exceed \$653,919.
- B. Consultant shall receive no additional compensation for providing the services specified in **Attachment B**.
- C. During the term of this agreement, the Health and Human Services Agency (HHSA) Director or HHSA Branch Director may approve, in writing and in advance, changes in any line item budgeted expenses in the Budget up to a maximum of 10 percent between categories within each line item budget expense provided the maximum

compensation specified in Section 4.A. of this agreement is not exceeded.

D. Consultant's violation or breach of agreement terms may result in fiscal penalties, withholding of compensation, or termination of this agreement.

IV. **EXHIBIT C-1** is attached to this First Amendment and is effective as of the last date this First Amendment is signed by all Parties. Exhibit C attached to the original agreement shall remain in effect between August 16, 2017 and the effective date of this First Amendment.

V. **REAFFIRMATION**

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

VI. **ENTIRE AGREEMENT**

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

VII. **EFFECTIVE DATE**

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

SIGNATURE PAGE FOLLOWS

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

COUNTY OF SHASTA

Date: _____

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

ATTEST
LAWRENCE G. LEES
Clerk of the Board of Supervisors

By: Deputy

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

By: Alan Cox 10/23/18
Deputy County Counsel

RISK MANAGEMENT APPROVAL

By: James Johnson 10/23/18
Risk Management Analyst

CONSULTANT

Date: 10/23/18

Linda Howe-Ram, Executive Director
Shasta County Child Abuse Prevention
Coordinating Council

On File
Federal Tax ID

**Shasta County Child Abuse Prevention Coordinating Council
Parent Learning & Supportive Services
BUDGET**

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

SCCAPCC, Inc.
2280 Benton Dr., Bldg C, Suite A
Redding, CA 96003

Multi-Year Service Budgets										
Budget Category	Budget Period		Budget Period				Budget Period		Total Budgeted Costs	
	08/15/17 – 08/15/18		8/16/18 – 8/15/19				8/16/19 – 8/15/20			
			8/16/18 – 10/31/18				11/1/18 – 8/15/19			
Direct Costs										
Personnel/Position	FTE		FTE		FTE		FTE			
Parent Partners (\$20,845) PL&SS Path 1/2	3	62,535	0.825	13,028	2.375	49,507	3	62,535		187,605
Parent Partner (\$21,406) PL&SS Path 1/2	3	64,218	0.417	8,919	1.583	33,893	2	42,812		149,842
Parent Partner (\$24,225) PL&SS Path 1/2			0.208	5,047	0.792	19,178	1	24,225		48,450
Parent Partner (\$24,225) PL&SS Path 0			0.000	-	0.792	19,178	1	24,225		43,403
Parent Partner Lead (\$33,260) PEI Path 0			0.000	-	0.792	26,347	1	33,280		59,627
Parent Partner (\$24,225) PEI Path 0			0.000	-	0.792	19,178	1	24,225		43,403
Fringe Benefits										
						3,919		4,950		8,869
Total Salary and Benefits		\$ 126,753		\$ 26,984		\$ 171,200		\$ 216,252		\$ 541,199
Operating Expenses										
Travel/Mileage PL & SS		22,013		1,007		5,376		3,932		32,328
Travel/Mileage PEI						396		500		896
Supplies/Office Expense PL & SS		4,450		471		3,340		2,260		10,521
Supplies/Office Expense PEI						119		150		269
Occupancy Expense		7,378				1,551				8,929
Training		3,000				900		900		4,800
Telecommunication PEI						380		480		860
Total Operating Expenses		\$ 36,841		\$ 1,478		\$ 12,062		\$ 8,222		\$ 58,602
Other Expenses										
Total Other Expenses		\$ -		\$ -		\$ -		\$ -		\$ -
Total Direct Costs		\$ 163,594		\$ 28,472		\$ 183,261		\$ 224,474		\$ 599,801
Indirect Costs										
		\$ 12,675		\$ 2,699		\$ 17,119		\$ 21,624		\$ 54,118
(Not to exceed 10% of Wages)										
Totals		\$ 176,269		\$ 31,171		\$ 200,380		\$ 246,098		\$ 653,919

FOR COUNTY USE ONLY:

Cost Center

Account Code

Project Code

Activity Code

REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS

BOARD MEETING DATE: November 6, 2018

CATEGORY: Consent - Health and Human Services-11.

SUBJECT:

Agreement with Technical Resource Management, LLC, DBA Cordant for drug testing services.

DEPARTMENT: Health and Human Services Agency-Public Health

Supervisory District No. :

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

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

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

RECOMMENDATION

Approve and authorize the Chairman to sign a retroactive renewal agreement with Technical Resource Management, LLC, dba Cordant Health Solutions in an amount not to exceed \$110,000 to provide drug and alcohol confirmation testing for the period July 1, 2018, through June 30, 2019, with two one-year optional renewals.

SUMMARY

N/A

DISCUSSION

The Health and Human Services Agency (HHS) Public Health Laboratory currently provides alcohol and drugs of abuse testing for HHS-Children's Services, Shasta County Probation, and HHS Regional Services Perinatal Treatment Services. Drug testing services include confirmation testing for specific drugs, as well as detection of extended markers of alcohol use, for which HHS must contract with an outside vendor.

Shasta County Purchasing Department managed a Request for Quotes (RFQ) process, in collaboration with HHS, from which Technical Resource Management (TRM) was selected. HHS has been contracting with TRM for more than eight years and during that time they have provided excellent customer service. TRM was the highest scoring responsive bidder and met all specifications requested in the RFQ, including the required certifications. Notices of Intent to Award were issued on October 19, 2018 and the 10 day protest period ended October 29, 2018. No protests were received.

ALTERNATIVES

Alternatives include not approving the agreement; amending the terms of the agreement or requesting staff to issue another

RFQ in order to explore the current market for these services.

OTHER AGENCY INVOLVEMENT

County Counsel has approved the agreement as to form. Risk Management has reviewed and approved the agreement. Shasta County Purchasing Department managed the competitive procurement process in conjunction with the HHSA-Public Health Staff. The County Administrative Office has reviewed this recommendation.

FINANCING

The funds and appropriations associated with the recommendation have been included in the department’s Fiscal Year 2018-19 Adopted Budget.

ATTACHMENTS:

Description	Upload Date	Description
Cordant Health Solutions	10/19/2018	Cordant Health Solutions

No Withholding

**PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF SHASTA AND
TECHNICAL RESOURCE MANAGEMENT, LLC DBA CORDANT HEALTH
SOLUTIONS**

This agreement is entered into between the County of Shasta, through its Health and Human Services Agency Public Health Branch ("County"), a political subdivision of the State of California and Technical Resource Management, LLC DBA Cordant Health Solutions ("Consultant") for the purpose of drug and alcohol confirmation testing (collectively, the "Parties" and individually a "Party").

Section 1. RESPONSIBILITIES OF CONSULTANT.

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

- A. Ensure that no laboratory services are rendered by Consultant without a complete and clear order through a laboratory requisition form, either hard copy or electronic, which is issued by County. Pursuant to a valid and clear test order, Consultant agrees to perform laboratory services for County, in accordance with those tests and services identified on the Drug Screen Test Request Form, **Attachment A**, attached and incorporated herein.
- B. Provide laboratory based testing services, Ethyl Glucuronide/Sulfate Alcohol testing (EtG/EtS), for the purpose of alcohol and drug testing. Additional testing, when indicated, shall be performed to confirm the existence of the Drugs/Drug Classes listed in the Price Sheet, **Attachment B**, attached and incorporated herein. Specimens indicating a positive EtG/EtS result will be confirmed by Liquid Chromatography/Tandem Mass Spectrometry ("LC/MS/MS") unless otherwise and specifically indicated to Consultant to not perform a confirmation. Provide certified laboratory test reports to County at no additional charge.
- C. Provide all supplies necessary for specimen collection free of charge. Supplies shall be shipped to County within 48 hours of County's request.
- D. Provide daily common carrier courier service and overnight delivery for specimen pick up when the volume of samples is three or more per pick up. Provide prepaid postage box mailers to County when there are fewer than three specimens per pick up.
- E. Analyze each sample of adequate volume and perform screening as ordered on the Requisition Form. Upload test results to the Consultant's Web Order Entry & Reporting Portal ("WOERP") within 72 hours after sample is received.
- F. Store negative samples for seven days. Store confirmed positive samples in a secured freezer for six months from the date received, unless longer storage time is requested in advance and in writing by County.

No Withholding

- G. Provide technical support to answer questions from County at no cost.
- H. Maintain the chain of custody at all times specimens are in Consultant's custody.
- I. Arrange for the appropriate confirmation laboratory staff to provide telephonic forensic testimony and written declarations upon request by County at the rate set forth in Attachment B. Each litigation packet shall include all raw data obtained from the instruments used to perform the alcohol and drug tests, Chromatography Results, as well as the names, resumes, and credentials for each person that performed the alcohol or drug tests.
- J. Arrange for the appropriate confirmation laboratory staff to provide in person forensic testimony upon request by County at the rate set forth in Exhibit B.
- K. As required by Government Code section 7550, each document or report prepared by Consultant for or under the direction of County pursuant to this agreement shall contain the numbers and dollar amount of the agreement and all subcontracts under the agreement relating to the preparation of the document or written report. If multiple documents or written reports are the subject of the agreement or subcontracts, the disclosure section may also contain a statement indicating that the total agreement amount represents compensation for multiple documents or written reports. Consultant shall label the bottom of the last page of the document or report as follows: department name, agreement number, and dollar amount. If more than one document or report is produced under this agreement, Consultant shall add: "This [document or report] is one of [number] produced under this agreement."

Section 2. RESPONSIBILITIES OF COUNTY.

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

- A. Compensate Consultant as prescribed in sections, 3, and 4 of this agreement.
- B. Monitor the outcomes achieved by Consultant.
- C. Properly package all outgoing specimens and notify common carrier when pick up is required. When fewer than three samples are ready for shipment, County shall transport specimens in the postage paid mailers provided by Consultant. County shall request necessary and proper laboratory services from Consultant by completing the laboratory requisition form. County agrees to provide Consultant with complete and accurate information including, but not limited to, individual's information/donor identification and clearing tests ordering as required by Consultant to perform laboratory services. County agrees to complete a laboratory requisition form for each individual for whom laboratory services are requested. County shall collect and submit to Consultant a minimum of ***40ml for all urine specimens.***

No Withholding

- D. Be responsible for, and reimburse Consultant for, all shipping charges incurred as a result of Consultant shipping to County testing supplies as listed in **Attachment B**.
- E. Maintain the chain of custody at all times specimens are in County custody.

Section 3. COMPENSATION.

- A. Consultant shall be paid per confirmation test based on the price listed in **Attachment B** for the drugs/drug classes listed in **Attachment B**. In no event shall compensation for the services described in items 1A through 1H exceed \$105,000 during the term of this agreement, or any extensions thereof as provided for in Section 5, for the services described in this agreement.
- B. Consultant shall be paid for services described in 1I based on the price listed in Attachment B. In no event, shall items billed under item 1I exceed \$600 during the term of this agreement, or any extensions thereof as provided for in Section 5 of this agreement.
- C. Consultant shall be paid for services described in 1J based on the price listed in Attachment B. In no event, shall total items billed under 1J exceed \$4,400 during the term of this agreement, or any extensions thereof as provided for in Section 5. Furthermore, hourly compensation for 1J shall not exceed \$2,400 and compensation for travel expenses shall not exceed \$2,000 during the term of this agreement, or any extensions thereof as provided for in Section 5.
- D. County shall not reimburse Consultant for alcohol, in-room movies, laundry, sundries, or family expenses. Mileage will be reimbursed at the approved Internal Revenue Service (IRS) rate. Per diem and motel expenses shall not exceed state-approved levels as prescribed here: <http://www.calhr.ca.gov/employees/Pages/travel-meals.aspx>. Travel expenses are to be approved in advance by the Shasta's Public Health Branch Director or his/her designee. Receipts shall be submitted to Shasta for actual travel expenses to be reimbursed.
- E. In no event, shall total compensation exceed \$110,000 during the term of this agreement, or any extensions thereof as provided for in Section 5, for the services described in this agreement.
- F. County shall be responsible for monitoring and tracking the total compensation and ceasing to send in specimens to Consultant if this cap is reached.
- G. Consultant's violation or breach of agreement terms may result in fiscal penalties, withholding of compensation, or termination of agreement.

Section 4. BILLING AND PAYMENT.

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CC#: 41122

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No Withholding

- A. Consultant shall submit to Shasta County Health & Human Services Agency ("HHSA"), Attn: Accounts Payable, P.O. Box 496005, Redding, CA 96049-6005 within five days after completion of the services prescribed in section 1, an itemized statement or invoice of services rendered. County shall make payment within 30 days of receipt of Consultant's correct and approved statement or invoice.
- B. Should County, or the state or federal government, disallow any amount claimed by Consultant, Consultant shall reimburse County, or the state or federal government, as directed by County, or the state or federal government, for such disallowed cost.
- C. For the purpose of effectuating compensation, this Section 4 shall survive the termination, expiration, or cancellation of this agreement.

Section 5. TERM OF AGREEMENT.

The initial term of this agreement shall be for one year beginning July 1, 2018 and ending June 30, 2019. The term of this agreement may be extended by County for two additional one-year terms at the end of the initial term, under the same terms and conditions, provided that County notifies Consultant of such extension by providing a written notice to Consultant 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 Consultant in writing of such non-appropriation at the earliest possible date.

Section 6. TERMINATION OF AGREEMENT.

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

No Withholding

- C. County may terminate this agreement immediately upon oral notice should funding cease or be materially decreased during the term of this agreement.
- D. County's right to terminate this agreement may be exercised by the County Executive Officer, or the Shasta County Health and Human Services Agency (HHSA) Director or any HHSA Branch Director designated by the HHSA Director.
- E. Should this agreement be terminated, Consultant shall promptly provide to County any and all finished and unfinished reports, data, studies, photographs, charts, and other documents prepared by Consultant pursuant to this agreement.
- F. If this agreement is terminated, Consultant shall only be paid for services satisfactorily completed and provided prior to the effective date of termination.

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

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

Section 8. NONASSIGNMENT OF AGREEMENT; NON-WAIVER.

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

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CC#: 41122

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No Withholding

Section 9. EMPLOYMENT STATUS OF CONSULTANT.

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

Section 10. INDEMNIFICATION.

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

Section 11. INSURANCE COVERAGE.

A. Without limiting Consultant's duties of defense and indemnification, Consultant

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No Withholding

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

- B. Consultant and any subcontractor shall obtain and maintain continuously required Workers' Compensation and Employer's Liability Insurance to cover Consultant, subcontractor, Consultant's partner(s), subcontractor's partner(s), Consultant's employees, and subcontractor's(s') employees with an insurance carrier authorized to transact business in the State of California covering the full liability for compensation for injury to those employed by Consultant or subcontractor. Each such policy shall be endorsed to state that the Workers' Compensation carrier waives its right of subrogation against *County, its elected officials, officers, employees, agents, and volunteers* which might arise in connection with this agreement. Consultant hereby certifies that Consultant is aware of the provisions of section 3700 of the Labor Code, which requires every employer to insure against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of the Labor Code, and Consultant shall comply with such provisions before commencing the performance of the work or the provision of services pursuant to this agreement.
- C. Consultant shall obtain and maintain continuously a policy of Errors and Omissions coverage with limits of liability of not less than \$1 million per occurrence.
- D. Consultant shall require subcontractors to furnish satisfactory proof to County that liability and workers' compensation and other required types of insurance have been obtained and are maintained similar to that required of Consultant pursuant to this agreement.
- E. With regard to all insurance coverage required by this agreement:
 - (1) Any deductible or self-insured retention exceeding \$25,000 for Consultant or subcontractor shall be disclosed to and be subject to approval by the County Risk Manager prior to the effective date of this agreement.
 - (2) If any insurance coverage required hereunder is provided on a "claims made" rather than "occurrence" form, Consultant or subcontractor shall maintain such insurance coverage with an effective date earlier or equal to the effective date of this agreement and continue coverage for a period of three years after the expiration of this agreement and any extensions thereof. In lieu of maintaining post-agreement expiration coverage as specified above, Consultant or subcontractor may satisfy this provision by purchasing tail coverage for the claims-made policy. Such tail coverage shall, at a minimum, provide the insurance coverage required hereunder for claims received and reported three years after the expiration date of this agreement.

No Withholding

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

"Separation of Insureds.

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

- a. As if each Named Insured were the only Named Insured; and
 - b. Separately to each suit insured against whom a claim is made or suit is brought."
- (5) Consultant shall provide County with an endorsement or amendment to Consultant's policy of insurance as evidence of insurance protection before the effective date of this agreement.
- (6) The insurance coverage required herein shall be in effect at all times during the term of this agreement. In the event any insurance coverage expires at any time during the term of this agreement, Consultant shall provide County, at least 20 days prior to said expiration date, a new endorsement or policy amendment evidencing insurance coverage as provided for herein for not less than the remainder of the term of this agreement or for a period of not less than one year. In the event Consultant fails to keep in effect at all times insurance coverage as herein provided and a renewal endorsement or policy amendment is not provided within 10 days of the expiration of the endorsement or policy amendment in effect at inception of this agreement, County may, in addition to any other remedies it may have, terminate this agreement upon the occurrence of such event.

No Withholding

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

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

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

Section 13. COMPLIANCE WITH LAWS; NON-DISCRIMINATION.

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

No Withholding

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

Section 14. ACCESS TO RECORDS; RECORDS RETENTION.

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

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

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

Section 16. LICENSES AND PERMITS.

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

Section 17. PERFORMANCE STANDARDS.

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

Section 18. CONFLICTS OF INTEREST.

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

Section 19. NOTICES.

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

If to County: Branch Director
 HHSA Public Health Branch
 Attn: Contracts Unit 2650 Breslauer Way
 Redding, CA 96001
 Phone: 530-225-3761
 Fax: 530-225-3743

If to Consultant: General Counsel
 Technical Resource Management, LLC
 DBA Cordant Health Solutions
 12015 46th Ave. Suite 220
 Denver, CO 80239
 Phone: 800-848-5955 Ext. 6288
 Fax: 303-371-0583

- 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.

No Withholding

- C. Unless otherwise stated in this agreement, any written or oral notices on behalf of the County as provided for in this agreement may be executed and/or exercised by the County Executive Officer.

Section 20. AGREEMENT PREPARATION.

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

Section 21. COMPLIANCE WITH POLITICAL REFORM ACT.

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

Section 22. PROPERTY TAXES.

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

Section 23. SEVERABILITY.

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

Section 24. COUNTY'S RIGHT OF SETOFF.

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

Section 25. CONFIDENTIALITY.

No Withholding

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. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY

In addition to, and without limiting the requirements of Section 10, the Parties acknowledge the Health Insurance Portability and Accountability Act of 1996, and its implementing regulations ("HIPAA"). Consultant understands and agrees that, as a provider of medical treatment services, it is a "covered entity" under HIPAA and, as such, has obligations with respect to the confidentiality, privacy, and security of patients' medical information, and must take certain steps to preserve the confidentiality of this information, both internally and externally, including the training of staff and the establishment of proper procedures for the release of such information. The Parties acknowledge their separate and independent obligations with respect to HIPAA, and that such obligations relate to transactions and code sets, privacy, and security. Consultant understands and agrees that it is independently responsible for compliance with HIPAA and agrees to take all necessary and reasonable actions to comply with the requirements of HIPAA related to transactions and code sets, privacy, and security. Consultant agrees that, should it fail to comply with its obligations under HIPAA, it shall indemnify and hold harmless County (including County's officers, employees, and agents), for damages that are attributable to such failure. The indemnification provided for in this section is in addition to, and does not in any way limit, the hold harmless, indemnification, and defense obligations of Consultant that are provided for in Section 10.

SIGNATURE PAGE FOLLOWS

No Withholding

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

COUNTY OF SHASTA

Date: _____

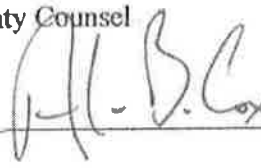
LES BAUGH, CHAIRMAN
Board of Supervisors
County of Shasta
State of California

ATTEST:

LAWRENCE G. LEES
Clerk of the Board of Supervisors

By: _____
Deputy

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


By:  10/15/18

RISK MANAGEMENT APPROVAL

By:  10/15/18










CONSULTANT

Date: 10/8/2018

By: 
Amanda Gibbs,
Vice President and General Manager
Cordant Health Solutions

No Withholding

ATTACHMENT A

		Test Request & Chain of Custody Document		 E1052063																									
ALL SHADED AREAS MUST BE COMPLETED - BLUE OR BLACK BALLPOINT PEN ONLY / NO HIGHLIGHTERS!																													
REQUESTED BY: (5076) PLEASE PRINT NAME SHASTA COUNTY PUBLIC HEALTH 2650 DRESLAUER WAY REDDING CA 96001 		DONOR NAME (OR SPECIMEN ID) PRINT LEGIBLY <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 40%;">LAST</td> <td style="width: 40%;">FIRST</td> <td style="width: 20%;">MI</td> </tr> </table> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 33%;">SS #</td> <td style="width: 33%;">CASE #</td> <td style="width: 34%;">OTHER ID #</td> </tr> </table> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 40%;">DONOR TELEPHONE</td> <td style="width: 60%;">DAY () NIGHT ()</td> </tr> </table> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 25%;">DATE COLLECTED</td> <td style="width: 25%;">TIME COLLECTED</td> <td style="width: 25%;">DATE OF BIRTH</td> <td style="width: 10%;">SEX</td> <td style="width: 15%;">RACE</td> </tr> <tr> <td colspan="2"></td> <td></td> <td><input type="checkbox"/> M <input type="checkbox"/> F</td> <td></td> </tr> </table> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 65%;">LIST PRESCRIPTION & OVER THE COUNTER MEDICATIONS TAKEN IN THE LAST 10 DAYS</td> <td style="width: 35%;">ORDER TYPE</td> </tr> <tr> <td></td> <td> <input type="checkbox"/> PRE-EMPLOYMENT <input type="checkbox"/> FOLLOW UP <input type="checkbox"/> FOR CAUSE <input type="checkbox"/> RANDOM <input type="checkbox"/> WR <input type="checkbox"/> DWI <input type="checkbox"/> PAROLE <input type="checkbox"/> OTHER </td> </tr> </table> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 60%;"><input type="checkbox"/> TEMP (90-100 F)</td> <td style="width: 40%;"><input type="checkbox"/> VISUALLY MONITORED</td> </tr> </table>				LAST	FIRST	MI	SS #	CASE #	OTHER ID #	DONOR TELEPHONE	DAY () NIGHT ()	DATE COLLECTED	TIME COLLECTED	DATE OF BIRTH	SEX	RACE				<input type="checkbox"/> M <input type="checkbox"/> F		LIST PRESCRIPTION & OVER THE COUNTER MEDICATIONS TAKEN IN THE LAST 10 DAYS	ORDER TYPE		<input type="checkbox"/> PRE-EMPLOYMENT <input type="checkbox"/> FOLLOW UP <input type="checkbox"/> FOR CAUSE <input type="checkbox"/> RANDOM <input type="checkbox"/> WR <input type="checkbox"/> DWI <input type="checkbox"/> PAROLE <input type="checkbox"/> OTHER	<input type="checkbox"/> TEMP (90-100 F)	<input type="checkbox"/> VISUALLY MONITORED
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I certify that the specimen accompanying this form is mine, and was sealed with a tamper evident seal in my presence and that the information provided on this form is true to the best of my knowledge. DONOR SIGNATURE _____ DATE _____ I certify that the specimen accompanying this form is the specimen given to me by the donor. I further certify that I was present in my presence with the accompanying witness (witness name) _____ COLLECTOR SIGNATURE _____ DATE _____ (ONLY COMPLETE THIS SECTION IF NEEDED) ADDITIONAL COMMENTS (OPTIONAL) _____		<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%;"> PLACE SEAL ACROSS CAP OF SPECIMEN CONTAINER Donor Initials _____ Date _____ </td> <td style="width: 50%; text-align: center;">  PLACE SEAL ACROSS CENTER OF CAP  E1052063 </td> </tr> </table>				PLACE SEAL ACROSS CAP OF SPECIMEN CONTAINER Donor Initials _____ Date _____	 PLACE SEAL ACROSS CENTER OF CAP  E1052063																						
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[]	2711	ETG PANEL																											
II FOR LABORATORY USE ONLY!!																													
CDC defects listed here: (if none are listed, none were found)			Specimen inspected for: * seal integrity * matching CDC # * donor initials and placed in temporary storage.																										
			By: _____ Date: _____																										
SEND TO LAB																													

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ATTACHMENT B

PRICE SHEET

<u>DRUGS AND SERVICES</u>	<u>COST</u>
ETHYL GLUCURONIDE/ SULFATE ALCOHOL (ETG/ETS)	\$14.00
K2/SPICE	\$25.00
6-ACETYLMORPHINE	\$15.50
ALCOHOL	\$14.00
AMPMETHAMP	\$14.00
ANTIDEPRESSANTS (TCA)	\$27.00
AMNITRIPTYLIN	
IMIPRAMINE	
CLOMIPRAMINE	
DOXEPTIN	
MAPROLINE	
TRIMIPRAMINE	
BARBITURATES	\$14.00
BENZODIAZEPINES	\$14.00
BUPRENORPHINE	\$14.00
BUTORPHANOL	\$197.00
CANNABINOLS	\$14.00
CARISOPRODOL	\$15.00
COCAINE	\$14.00
FENTANYL	\$15.50
MDMA	\$14.00
MEPERIDINE	\$15.50
METHADONE/ EDDP	\$14.00
NALBUPHINE	\$294.00
NALOXONE	\$27.00
NALTREXONE	\$27.00
NALTREXONE/ BETA-NALTREXOL	\$27.00
NICOTINE	\$14.00
OPIATES	\$14.00
PCP	\$27.00
PENTAZOCINE	\$27.00
SSRI/ SNRI	
SERTRALINE	
FLUOXETINE	
CITALOPRAM	
VENLAFAXINE	
PAROXETINE	\$27.00
TAPENTADOL	\$15.50
TRAMADOL	\$75.00 each
LITIGATION PACKET	No charge
TELEPHONIC EXPERT WITNESS	\$150 / hour plus travel and expenses; eight (8) hour minimum
IN PERSON EXPERT WITNESS	

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Supplies: Any other supplies not listed, Laboratory will provide a price list upon request.

60ml UA Collection Cup	\$0.00
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90 ml UA Collection Cup	\$0.00
-------------------------	--------

Bio-Hazard Specimen bags	\$0.00
--------------------------	--------

Temperature strips	\$0.00
--------------------	--------

Security seals	\$0.00
----------------	--------

Requisition forms	\$0.00
-------------------	--------

Return shipping supplies (labels, boxes, Jab packs)	\$0.00
-----------------------------------------------------	--------

Shipping: Client is responsible for, and will be billed by Consultant, for all shipping charges for ordered supplies.

REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS

BOARD MEETING DATE: November 6, 2018

CATEGORY: Consent - Health and Human Services-12.

SUBJECT:

Amendment to the Revenue Agreement with City of Redding for the Opportunity Center to Provide Recyclable Material Sorting Services

DEPARTMENT: Health and Human Services Agency-Regional Services

Supervisory District No. : All

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

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

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

RECOMMENDATION

Approve and authorize the Chairman to sign an amendment, effective date of signing, to the revenue agreement with the City of Redding for the Opportunity Center to provide recyclable materials sorting services increasing monthly compensation to \$38,628.07 per month effective January 1, 2019, updating the City of Redding Holiday Schedule, and retaining the term of December 1, 2015, through December 31, 2020.

SUMMARY

Approval of the recommendation will enable the Opportunity Center (OC) to continue providing recyclable material service to the City of Redding (City). The City is a long-time advocate of the OC and the work experience it provides to adults with disabilities. The City has contracted with the County to provide these services through the OC since 1991.

DISCUSSION

The original agreement was approved by the Board on November 17, 2015. The first and second amendments were signed by the Regional Branch Director to modify holiday schedules and 2017 and 2018 compensation as allowed by the original agreement.

This amendment adds compensation for calendar year 2019, as well as the City's holiday schedule for 2019. The increase in compensation for 2019 combined with increases for 2017 and 2018 exceeds the signing authority of the HHSA Director or Branch Director as approved with the original agreement. The amendment also authorizes the HHSA Director (Director) or any HHSA Branch Director as designated by the Director to sign minor amendments, including retroactive, that do not result in a substantial or functional change to the original intent of this contract and do not result in a decrease in compensation of

more than \$5,000 per month or an increase in compensation of more than \$7,000 per month, during the term of the agreement, provided the amendment doesn't change the original intent of the agreement and complies with Administrative Policy 6-101, *Shasta County Contracts Manual*.

This amendment continues to provide a crew consisting of four work instructors and nineteen OC Participants (Crew) to perform the services at the City's Material Recovery Facility on Abernathy Lane. The Crew work on regular City business days and occasional Saturday's during weeks with City observed holidays.

ALTERNATIVES

The Board could choose not to approve the amendment or may direct staff to negotiate different terms to this amendment.

OTHER AGENCY INVOLVEMENT

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

FINANCING

Appropriations and revenue associated with this agreement were included in the Fiscal Year 2018-19 Adopted Budget. There is no County General Fund impact as the OC budget receives no General Fund support.

ATTACHMENTS:

Description	Upload Date	Description
Third Amendment with City of Redding	10/16/2018	Third Amendment with City of Redding

**THIRD AMENDMENT TO THE AGREEMENT BETWEEN
THE COUNTY OF SHASTA AND CITY OF REDDING FOR
RECYCLING MATERIAL SORTING SERVICES (C-2966)**

This Third Amendment is entered into between the County of Shasta, a political subdivision of the State of California, through its Health and Human Services Agency, Regional Services Branch ("County"), Opportunity Center ("OC"), and City of Redding, a municipal corporation ("City") for the purpose of providing recyclable material sorting services ("Services") to the City of Redding.

RECITALS

WHEREAS, County and City have previously entered into an agreement on November 23, 2015, effective December 1, 2015, to provide for recyclable material sorting services ("Agreement"); and

WHEREAS, the Agreement was amended by a first amendment ("First Amendment") on and effective December 23, 2016; and

WHEREAS, the Agreement was amended by a second amendment ("Second Amendment") on and effective October 19, 2017; and

WHEREAS, County and City desire to amend the Agreement to: (1) add a 2019 calendar year timeline to delineate compensation pursuant to Section 4.; (2) exercise the third of four one-year renewal periods pursuant to Section 6.A. and 6.B.; and (3) add an additional exhibit to reflect 2019 holiday schedule ("Third Amendment"); and

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

NOW, THEREFORE, the Agreement is amended as follows:

- I. Section 4. **COMPENSATION**, of the Agreement is amended as the Effective Date of this Third Amendment, in its entirety, to read as follows:

SECTION 4. COMPENSATION

December 1, 2015 through December 31, 2015

- A. City shall pay County \$32,332.30 per month for the Services prescribed in this contract.

A3.RS.OC.COR Recycling.1520(C-2966)
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CC: 53000

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- B. The hourly rate for working hours outside the Working Hours set forth in this contract, at the request of City, will be \$381 for the Crew.
- C. When requested by City, when any other configuration or workers, other than the Crew, are being utilized at times during and/or outside the Working Hours, the hourly rate for Instructors shall be \$46.40 per Instructor.
- D. When requested by City, when any other configuration or workers, other than the Crew, are being utilized at times during and/or outside the Working Hours, the hourly rate for Participants shall be \$11.05 per Participant.
- E. If County is unable to perform Services due to equipment malfunction or health and safety issues, the County will only invoice for the number of hours actually worked, rounded up to the nearest quarter hour. For these purposes the hourly rate to be used shall be \$209.95. Amounts deducted due to the County's inability to perform Services shall be deducted from the monthly amount.

January 1, 2016 through December 31, 2016

- A. City shall pay County \$35,112 per month for the Services prescribed in this contract.
- B. The hourly rate for working hours outside the Working Hours set forth in this contract, at the request of City, will be \$414 for the Crew.
- C. When requested by City, when any other configuration or workers other than the Crew are being utilized at times during and/or outside the Working Hours, the hourly rate for Instructors shall be \$48 per Instructor.
- D. When requested by City, when any other configuration of workers other than the Crew are being utilized at times other than the Working Hours, the hourly rate for Participants shall be \$12 per Participant.
- E. If County is unable to perform Services due to equipment malfunction or health and safety issues, the County will only invoice for the number of hours actually worked, rounded up to the nearest quarter hour. For these purposes the hourly rate to be used shall be \$228. Amounts deducted due to the County's inability to perform Services shall be deducted from the monthly amount.

January 1, 2017 through December 31, 2017

- A. City shall pay County \$36,060.02 per month for the Services prescribed in this contract.
- B. The hourly rate for working hours outside the Working Hours set forth in this contract, at the request of City, will be \$425.18 for the Crew.
- C. When requested by City, when any other configuration or workers other than the Crew are being utilized at times during and/or outside the Working Hours, the hourly rate for Instructors shall be \$49.30 per Instructor.
- D. When requested by City, when any other configuration of workers other than the Crew are being utilized at times other than the Working Hours set forth in this contract, the hourly rate for Participants shall be \$12.32 per Participant.
- E. If County is unable to perform Services due to equipment malfunction or health and safety issues, the County will only invoice for the number of hours actually worked, rounded up to the nearest quarter hour. For these purposes the hourly rate to be used shall be \$234.16. Amounts due to the County's inability to perform Services shall be deducted from the monthly amount.

January 1, 2018 through December 31, 2018

- A. City shall pay County \$37,430.30 per month for the Services prescribed in this contract.
- B. The hourly rate for working hours outside the Working Hours set forth in this contract, at the request of City, will be \$441.34 for the Crew.
- C. When requested by City, when any other configuration or workers other than the Crew are being utilized at times during and/or outside the Working Hours, the hourly rate for Instructors shall be \$51.17 per Instructor.
- D. When requested by City, when any other configuration of workers other than the Crew are being utilized at times other than the Working Hours set forth in this contract, the hourly rate for Participants shall be \$12.79 per Participant.
- E. If County is unable to perform Services due to equipment malfunction or health and safety issues, the County will only invoice for the number of hours actually worked, rounded up to the nearest quarter hour. For these purposes, the hourly rate to be used be \$243.06. Amounts deducted due to the County's inability to perform Services shall be deducted from the monthly amount.

January 1, 2019 through December 31, 2019

- A. City shall pay County \$38,628.07 per month for the Services prescribed in this contract.
- B. The hourly rate for working hours outside the Working Hours set forth in this contract, at the request of City, will be \$455.46 for the Crew.
- C. When requested by City, when any other configuration or workers other than the Crew are being utilized at times during and/or outside the Working Hours, the hourly rate for Instructors shall be \$52.81 per Instructor.
- D. When requested by City, when any other configuration of workers other than the Crew are being utilized at times other than the Working Hours set forth in this contract, the hourly rate for Participants shall be \$13.20 per Participant.
- E. If County is unable to perform Services due to equipment malfunction or health and safety issues, the County will only invoice for the number of hours actually worked rounded up to the nearest quarter hour. For these purposes the hourly rate to be used shall be \$250.84. Amounts deducted due to the County's inability to perform shall be deducted from the monthly amount.
- F. City shall pay County the full monthly rates as specified herein, unless the staffing levels for a crew fall below the levels prescribed in Section 1 of the Original Agreement on a particular day or days. Should the staffing levels for a crew fall below the levels prescribed in Section 1, the amount of \$77.26 per day shall be deducted from County's compensation for each Crew member who is absent for a full day during the period of January 1, 2019 through December 31, 2019. A full day is defined in Section 1.

- II. Subsection A. and Subsection B. of Section 6. **TERM AND TERMINATION**, of the Agreement is amended as of the Effective Date of this Third Amendment, in its entirety, to read as follows:

SECTION 6. TERM AND TERMINATION

- A. The term of this contract shall be from December 1, 2015 through December 31, 2019. Contract may be renewed for one consecutive one-year period, through December 31, 2020 unless either Party gives 30 days' written notice not to renew.
- B. Annual renewals, if any, must be mutually agreeable. Prices quoted remain the same, or be increased or decreased in direct proportion to the change in the San Francisco-Oakland Consumer Price Index for all Urban Consumers (CPO-U), before seasonal adjustment, as reported by the U.S. Department of Labor, index base period (1982-

A3.RS.OC.COR Recycling.1520(C-2966)

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CC: 53000

84=100.) The base index shall be the April 2018 index. Subsequent price changes shall be based on the latest available first published index compared to the April 2018 index.

- III. Subsection E. of Section 9. **ENTIRE CONTRACT; AMENDMENTS; HEADINGS**, of the Agreement is amended as of the Effective Date of this Third Amendment, in its entirety to read as follows:

SECTION 9. ENTIRE CONTRACT; AMENDMENTS; HEADINGS

E. No changes, amendments or alterations to this contract 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 contract and do not result in a decrease in compensation of more than \$5,000 per month or an increase in compensation of more than \$7,000 per month, may be agreed upon in writing between the City Manager and/or the Department Director who has direct responsibility for managing the services provided herein, and County's HHSA Director or any HHSA Branch Director Designated by the HHSA Director, provided that the amendment is in the same format as the County's standard format amendment contained in the Shasta County Contracts Manual (Administrative Policy 6-101).

- IV. **EXHIBIT A-3** is attached to this Third Amendment and is deemed incorporated in the Agreement as of the effective date of this Third Amendment. **EXHIBIT A-1** shall control from November 23, 2016, until the effective date of the Second Amendment. **EXHIBIT A-2** shall control from October 19, 2017 through the effective date of this Third Amendment. **EXHIBIT A-2** to this Agreement is deemed superseded by **EXHIBIT A-3** as of the effective date of this Third Amendment.

V. **REAFFIRMATION**

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

VI. **ENTIRE AGREEMENT**

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

VII. **EFFECTIVE DATE**

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

[SIGNATURE PAGE FOLLOWS]

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

CITY

Date: _____

By: _____
_____, Mayor
City of Redding, State of California

APPROVED AS TO FORM:

Barry E. DeWalt, City Attorney
City of Redding
Pamela Mize, City Clerk
City of Redding

ATTEST:

Pamela Mize, City Clerk
City of Redding

COUNTY OF SHASTA

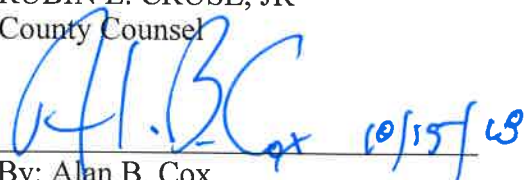
Date: _____

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

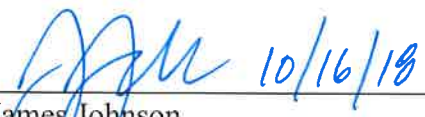
ATTEST
LAWRENCE G. LEES
Clerk of the Board of Supervisors

By: Deputy

APPROVED AS TO FORM:
RUBIN E. CRUSE, JR
County Counsel


By: Alan B. Cox
Deputy County Counsel

RISK MANAGEMENT APPROVAL


By: James Johnson
Risk Management Analyst III

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CC: 53000

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Holiday Work Schedule

Holiday Work Schedule for 1/1/19 - 12/31/19

(Subject to change)

Holiday	Date	Work Day
New Year's Day	January 1 st	January 5 th
Martin Luther King Day	January 21 st	January 26 th
Lincoln's Birthday	February 12 th	February 12 th
President's Day	February 18 th	February 23 rd
Memorial Day	May 27 th	June 1 st
Independence Day	July 4 th	July 6 th
Labor Day	September 2 nd	September 7 th
Columbus Day	October 14 th	October 14 th
Veterans Day	November 11 th	November 11 th
Thanksgiving	November 28 th	November 29 th and 30 th
Day before Christmas	December 24 th	December 24 th - Half day
Christmas Day	December 25 th	December 28 th

REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS

BOARD MEETING DATE: November 6, 2018

CATEGORY: Consent - Public Works-13.

SUBJECT:

CSA No. 2-Sugarloaf Water – Continuation of a 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 the circumstances and factors that led to the September 11, 2018, proclamation of a local emergency have not been resolved and there is a need for continuation of the proclamation.

SUMMARY

Dry conditions leave County Service Area No. 2-Sugarloaf Water with limited water to meet demand.

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 may have prematurely exhausted that supply. Current yield is about nine gallons per minute which is insufficient to meet demand. The State Water Resources Control Board has provided emergency funding to import 9,000 gallons per day. The Sheriff has proclaimed a State of Emergency. This action will serve to marshal additional resources. Existing grants have funded another well. Continuation of the proclamation is recommended.

ALTERNATIVES

The Board may decline to adopt the resolution. Existing supply is insufficient to meet basic demand.

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
Continuation of a Local Emergency Resolution	10/26/2018	Continuation of a Local Emergency Resolution

RESOLUTION NO. 2018-

**A RESOLUTION OF THE BOARD OF SUPERVISORS
OF THE COUNTY OF SHASTA
PROCLAIMING THE CONTINUATION 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 now exists for 139 full time residents in the Lakehead area, could impact 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 are nearly exhausted. The combined water flow from these two sources is now 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 is struggling to maintain basic sanitation needs and will 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 is working 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, it is expected this emergency will continue until significant, measurable rainfall occurs and provides adequate water to the area; 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 recognizes that the circumstances that led to the September 11, 2018, proclamation continue to exist.

Resolution No. 2018-
November 6, 2018
Page 2

NOW, THEREFORE, BE IT RESOLVED, that the Board of Supervisors of the County of Shasta ratifies the proclamation of a “local emergency” by the Director of Emergency Services and proclaims and orders that said local emergency shall be deemed to continue to exist until its termination is proclaimed by the Board of Supervisors of the County of Shasta, State of California. The Board of Supervisors shall review the need for continuing the local emergency at least once every 30 days until its termination is proclaimed by the Board of Supervisors.

BE IT FURTHER RESOLVED that the Board of Supervisors of the County of Shasta hereby Proclaims and Orders that during the existence of this local emergency, the powers, functions, and duties of the Director of Emergency Services and the emergency organization of this county shall be those prescribed by state law, ordinances and resolutions of the County of Shasta and approved by the Board of Supervisors, and by the Shasta Operational Area Emergency Operations Plan, as approved by the Board of Supervisors.

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

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

DULY PASSED AND ADOPTED this 6th day of November, 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: November 6, 2018

CATEGORY: Consent - Public Works-14.

SUBJECT:

Gas Point Road Culvert Replacement Project – CEQA/Right-of-Way

DEPARTMENT: Public Works

Supervisory District No. : 5

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

STAFF REPORT APPROVED BY: Pat Minturn, Public Works Director

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

RECOMMENDATION

Take the following actions regarding the “Gas Point Road at No Name Ditch Box Culvert Replacement Project,” Contract No. 703923: (1) Find the project categorically exempt in conformance with the California Environmental Quality Act (CEQA) Guidelines Section 15301, Class 2-Replacement or Reconstruction; (2) approve and authorize the Chairman to sign right-of-way contracts with: (a) James Dame and Linda Dame for right-of-way (0.23 acres at \$5,000) and Temporary Construction Easement (TCE) (0.35 acres at \$5,450), plus a Federal Highway Administration (FHWA) signing incentive of \$1,000; (b) Tyler Duenas and Tina Duenas for right-of-way (0.03 acres at \$4,650) and TCE (0.35 acres at \$3,100), plus a FHWA signing incentive of \$1,000; and (c) Timothy Paradis and Christina Paradis for right-of-way (0.05 acres at \$4,900) and TCE (0.06 acres at \$500), plus a FHWA signing incentive of \$1,000; and (3) accept three Easement Deeds conveying the right-of-way parcels.

SUMMARY

Right-of-way acquisition is proposed to replace a box culvert on Gas Point Road.

DISCUSSION

The County is preparing to replace and extend the existing box culvert on Gas Point Road near Charles Street. Agreements have been reached with the three adjoining property owners. Bonuses were offered to the property owners to sign within sixty days of receiving the first written offer and all three complied.

ALTERNATIVES

The Board may decline to make the CEQA findings or acquire the right-of-way. The existing box culvert would remain.

OTHER AGENCY INVOLVEMENT

Caltrans oversees the project funding. County Counsel has approved the contracts and deeds as to form. Risk Management

has reviewed and approved the contracts. The recommendation has been reviewed by the County Administrative Office.

FINANCING

The total project cost estimate is \$1,300,000. Federal funds will cover 88.53%. Adequate funds have been included in the Adopted FY 2018/19 Roads budget. There is no General Fund impact.

ATTACHMENTS:

Description	Upload Date	Description
Right of Way Contract - Dame	10/26/2018	Right of Way Contract - Dame
Right of Way Contract - Duenas	10/26/2018	Right of Way Contract - Duenas
Right of Way Contract - Paradis	10/26/2018	Right of Way Contract - Paradis
Easement Deed - Dame	10/26/2018	Easement Deed - Dame
Easement Deed - Duenas	10/26/2018	Easement Deed - Duenas
Easement Deed - Paradis	10/26/2018	Easement Deed - Paradis

**COUNTY OF SHASTA
STATE OF CALIFORNIA
RIGHT OF WAY CONTRACT**

**JAMES L. DAME AND
LINDA M. DAME**

**APN: 086-190-007
GAS POINT ROAD AT NO NAME DITCH
CULVERT REPLACEMENT PROJECT**

This contract is entered into by and between the County of Shasta, hereinafter known as "County", and James L. Dame and Linda M. Dame, hereinafter known as "Grantor."

1. Grantor grants to County a property interest, in the form of Exhibit "1" (the "Deed") attached hereto and incorporated herein, conveying the property interest described in the Deed and Exhibits "A" and "B" attached thereto (the "Property"). The Deed has been executed by Grantor and delivered to County.
2. Grantor grants to County a temporary construction easement as described on Exhibit "2", attached hereto and made a part hereof (the "TCE"). The TCE shall be for the purpose of construction activities related the Gas Point Road at No Name Ditch Culvert Replacement Project (the "Project"). Consideration for the TCE is included in the amount payable under section 4. of this contract. The TCE shall become effective January 1, 2019 or upon deposit of funds into escrow, whichever date occurs later, and shall terminate upon the recordation of the Notice of Completion for the Project, or December 31, 2023, whichever date occurs first. Prior to its termination, the area of the TCE shall be returned to a condition substantially similar to its condition as existed prior to the use exercised by the County, its contractor, and employees during bridge construction. Upon termination of the TCE, County and its agents and assigns, shall be relieved of any further maintenance responsibility and liability regarding the TCE.
3. The parties have herein set forth the whole of their agreement, the performance of which constitutes the entire consideration for the conveyance of the Property and the TCE and shall relieve County of all further obligations or claims relating to the location or construction of the proposed public improvement, which is described replacing the box culvert on Gas Point Road at No Name Ditch with the project specifications as shown on the Gas Point Road at No Name Ditch Replacement Project Plan – Contract No. 703923, on file in the Shasta County Surveyor's Office (the "Specifications").
4. County shall:
 - A. Compensate Grantor in the amount of \$5,000.00 for the property interest described in section 1. above. For the temporary construction easement described in section 2. above, compensate Grantor in the amount of \$5,450.00. The compensation provided pursuant to this subsection shall be paid into Escrow No. P-279567 at Placer Title Company located at 2145 Larkspur Lane, Suite A, Redding, CA 96002 for payment to Grantor. If escrow is not closed and transfer of title is not complete within 180 days of execution of this contract by both parties, the compensation described in this subsection and the Deed shall be disbursed by Placer Title Company to County upon written request by County. If County requests that the compensation provided for in this contract and the Deed be disbursed to it, County shall pay the compensation described in this subsection directly to Grantor within sixty days of County's receipt of the compensation.

- B. In addition to the compensation mentioned in Section 3.A. above, it is agreed the County will pay a sum of \$1,000.00 as an incentive to the Grantor for the timely signing of the Right of Way Contract. This incentive payment offer expires sixty (60) days from the Initiation of Negotiations (DATE YOU RECEIVED THIS CONTRACT IN PERSON OR BY CERTIFIED MAIL).
 - C. The compensation provided for in this section shall be paid after title to the Property is transferred to County free and clear of all liens, encumbrances, taxes, assessments, easements, and leases (recorded or unrecorded) except:
 - (1) Taxes for the fiscal year shall be cleared and paid in the manner required by Revenue and Taxation Code Section 5086;
 - (2) Covenants, conditions, restrictions and reservations of record contained in the above referenced conveyance, if any;
 - (3) Easements or rights of way over the Property for public or quasi-public utility or public street purposes, if any.
 - D. Pay all escrow and recording fees incurred in this transaction.
- 5. Any amount necessary to satisfy any due and payable taxes and any delinquent taxes due in any fiscal year except the fiscal year in which title to the Property is transferred to County, together with penalties and interest thereon, and any delinquent or non-delinquent assessments, and any bonds except those which title is to be taken subject to or in accordance with the terms of this contract, may be deducted from the compensation provided in Section 4.
 - 6. Grantor warrants that there are no oral and/or written leases on any portion of the Property exceeding a period of one month.
 - 7. The right of possession and use of the Property shall commence upon transfer of title to County. Transfer of title is defined as the acceptance of the Deed conveying the interest in the Property by the County.
 - 8. Grantor shall defend, hold harmless and indemnify Shasta County, its elected officials, officers, employees, agents and volunteers against all claims, suits, actions, costs, expenses (including but not limited to reasonable attorney's fees of County Counsel and counsel retained by County, expert fees, litigation costs, and investigation costs), damages, judgments or decrees occasioned by any person's or persons' claim or assertion regarding title to the Property.
 - 9. At no expense to the Grantor, and at the time of construction of the project, as additional compensation for the Property interest described in section 1.above, County shall, in accordance with the Specifications, complete the following work on the Property (identified as APN: 086-190-007, as of the date of this contract):
 - A. Reconstruct one existing road connection to real property owned by Grantor, in accordance with the Specifications. The road connection shall be considered an encroachment under permit on the County highway and is to be maintained, repaired and operated as such by

Grantor, their assigns and successors. Grantor shall grant to County, its employees and agents, permission to enter upon Grantor's property, for the purpose of constructing the public improvements described in the Specifications and accomplishing all necessary incidents thereto including but not limited to the work described in this section. Upon County's recordation of a notice of completion for the Project, Grantor hereby assumes ownership and responsibility for the improvements constructed on Grantor's property and releases the County and its employees and agents from any further responsibility related to the work performed by County pursuant to this section.

- B. County to relocate approximately 140-feet of existing fence and galvanized gate, along the right of way line and on the Grantor's remaining property in accordance with the Specifications.
10. This contract supersedes all previous agreements between Grantor and County regarding the Property and constitutes the entire understanding of the parties hereto. There are no agreements, representations, or warranties, express or implied, not specified in this contract.
11. Grantor represents and warrants that Grantor has not engaged nor dealt with any agent, broker, or finder in connection with the sale contemplated by this contract. Grantor shall pay, and shall hold the County harmless from and against, any commission or finder's fee payable to any other person (or legal entity which) who represents or claims to represent the Grantor.
12. The terms of this contract shall not be waived, altered, modified, supplemented or amended in any manner whatsoever except by written agreement signed by the parties.

SIGNATURE PAGE FOLLOW

NO OBLIGATION, OTHER THAN THOSE SET FORTH HEREIN, WILL BE RECOGNIZED.

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

APPROVED:
GRANTOR



JAMES L. DAME

Date 10/11/18



LINDA M. DAME

Date 10-11-18

APPROVED:
County of Shasta

By _____

Date _____

Board of Supervisors
County of Shasta
State of California

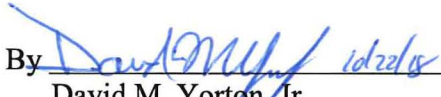
ATTEST:

LAWRENCE G. LEES
Clerk of the Board of Supervisors

APPROVED AS TO FORM:

RUBIN E. CRUSE, JR.
County Counsel

By _____
Deputy

By 

David M. Yorton, Jr.
Senior Deputy County Counsel

RECOMMENDED FOR APPROVAL:

RISK MANAGEMENT APPROVAL

By 

PATRICK J. MINTURN, Director
Department of Public Works

By 

Jim Johnson
Risk Management Analyst III

EXHIBIT "1"

RECORDING REQUESTED BY
PATRICK J. MINTURN
RETURN TO:
SHASTA COUNTY DEPARTMENT OF PUBLIC WORKS
1855 PLACER STREET
REDDING, CA 96001

NO FEE - COUNTY BUSINESS
GOVERNMENT CODE §-6103
AP NO. 086-190-007 (a portion)
PROJECT: Gas Point Rd @ No Name Ditch (ROAD)

DPW NO. 1H01B-2018-01

-----Space above this line for Recorder's use only-----
UNINCORPORATED AREA DTT = \$0 - R&T §11922

EASEMENT DEED

IN CONSIDERATION, receipt of which is hereby acknowledged,

JAMES L. DAME AND LINDA M. DAME, HUSBAND AND WIFE, AS JOINT TENANTS, HEREBY GRANTS to the **COUNTY OF SHASTA**, a political subdivision of the State of California, a permanent easement for public purposes in, upon, over, under, across and along the following described real property situated in the southeast one-quarter of Section 4, Township 29 North, Range 4 West, M.D.B. & M., in the unincorporated area of County of Shasta, State of California, more particularly described in **EXHIBITS 'A' and 'B'**, attached hereto and made a part hereof.

By _____
JAMES L. DAME

Dated _____

By _____
LINDA M. DAME

Dated _____

COUNTY OF SHASTA

STATE OF CALIFORNIA

EASEMENT DEED

JAMES L. DAME AND LINDA M. DAME

TO

COUNTY OF SHASTA

(CERTIFICATE OF ACCEPTANCE, GOVERNMENT CODE, SECTION 27281)

THIS IS TO CERTIFY that the interest in real property conveyed by the deed or grant dated _____, from JAMES L. DAME and LINDA M. DAME, to the COUNTY OF SHASTA, State of California, a governmental agency (a political subdivision of the State of California) is hereby accepted by order of the Board of Supervisors on _____, and the grantee hereby consents to the recordation thereof by its duly authorized officer.

IN WITNESS WHEREOF, I have hereunto set my hand this _____ day of _____, 201__.

LAWRENCE G. LEES
Clerk of the Board of Supervisors

By _____
Deputy

Legal Description Dame
– Gas Point Road Bridge Replacement Project

EXHIBIT "A"

All that portion of real property situated in the southeast one-quarter of Section 4, Township 29 North, Range 4 West, M.D.B.& M., in the unincorporated area of the County of Shasta, State of California, as conveyed to James L. Dame and Linda M. Dame, husband and wife, as Joint Tenants by deed recorded December 14, 1995 in Official Records Book 3368 at Page 306, Shasta County Records, lying southerly of a Right of Way line as shown on Exhibit "B", attached hereto and made a part thereof, said Right of Way line lying 42.00 feet northerly of and parallel with the centerline of monumentation for construction of a portion of Gas Point Road, Shasta County Road No. 1H01B, as shown on that certain Record of Survey for Gas Point Road filed June 23, 2017 in Book 59 of Land Surveys at Page 30, Shasta County Records. Said Right of Way line shall be lengthened or shortened as needed in order to terminate on the property line of the grantor.

Being a portion of APN 086-190-007



EXHIBIT "B"

SCALE 1"=50'



086-190-007
DAME, JAMES L.
AND LINDA M.

086-160-018
BENEDICT, MICHAEL D.
AND SHERRY L. TR

086-180-004
BISNETT, VOLLIE
AND HELEN D.

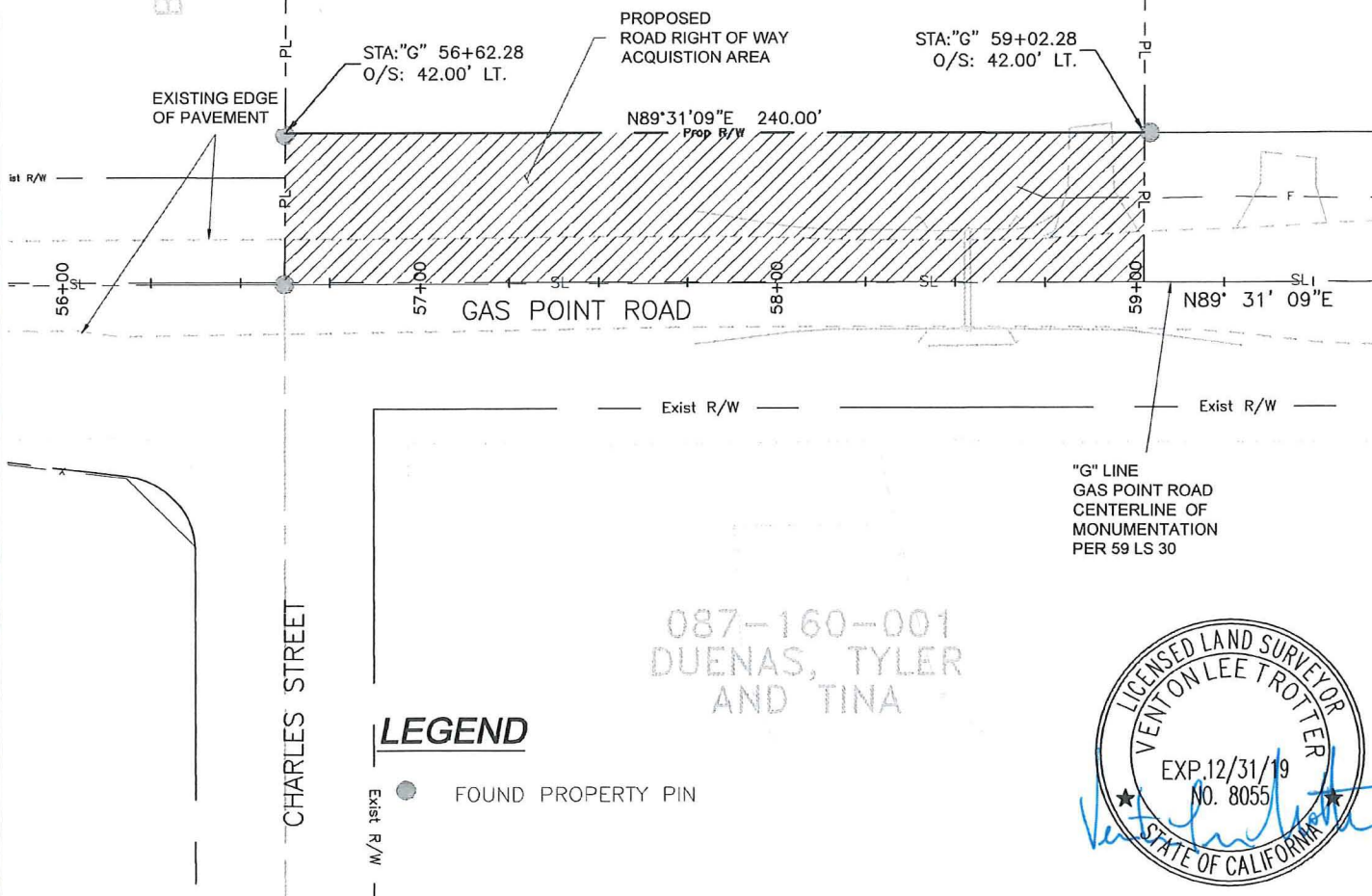
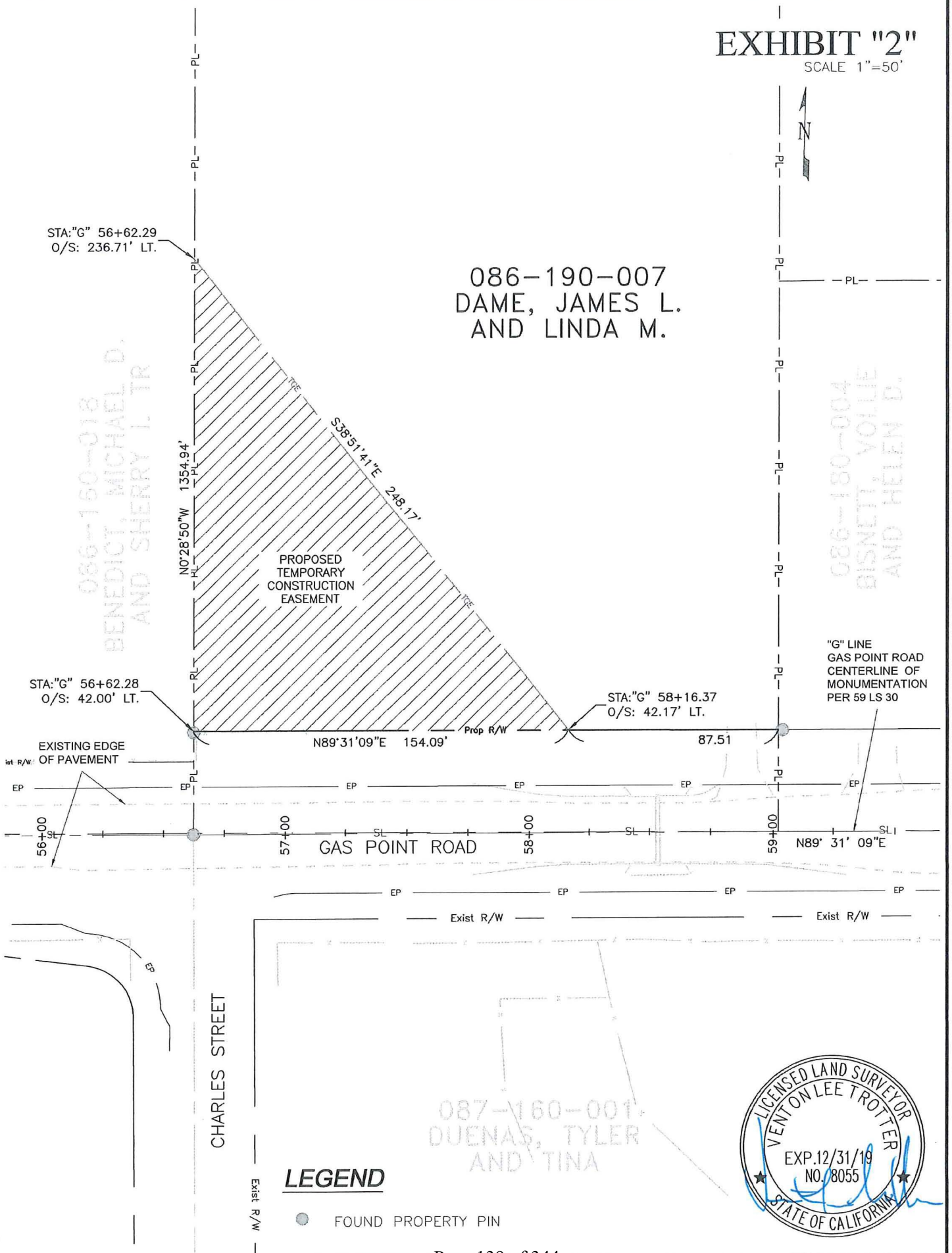


EXHIBIT "2"

SCALE 1"=50'



**COUNTY OF SHASTA
STATE OF CALIFORNIA
RIGHT OF WAY CONTRACT**

**TYLER DUENAS AND
TINA DUENAS**

**APN: 087-160-001
GAS POINT ROAD AT NO NAME DITCH
CULVERT REPLACEMENT PROJECT**

This contract is entered into by and between the County of Shasta, hereinafter known as "County", and Tyler Duenas and Tina Duenas, hereinafter known as "Grantor."

1. Grantor grants to County a property interest, in the form of Exhibit "1" (the "Deed") attached hereto and incorporated herein, conveying the property interest described in the Deed and Exhibits "A" and "B" attached thereto (the "Property"). The Deed has been executed by Grantor and delivered to County.
2. Grantor grants to County a temporary construction easement as described on Exhibit "2", attached hereto and made a part hereof (the "TCE"). The TCE shall be for the purpose of construction activities related the Gas Point Road at No Name Ditch Culvert Replacement Project (the "Project"). Consideration for the TCE is included in the amount payable under section 4. of this contract. The TCE shall become effective January 1, 2019 or upon deposit of funds into escrow, whichever date occurs later, and shall terminate upon the recordation of the Notice of Completion for the Project, or December 31, 2023, whichever date occurs first. Prior to its termination, the area of the TCE shall be returned to a condition substantially similar to its condition as existed prior to the use exercised by the County, its contractor, and employees during bridge construction. Upon termination of the TCE, County and its agents and assigns, shall be relieved of any further maintenance responsibility and liability regarding the TCE.
3. The parties have herein set forth the whole of their agreement, the performance of which constitutes the entire consideration for the conveyance of the Property and the TCE and shall relieve County of all further obligations or claims relating to the location or construction of the proposed public improvement, which is described replacing the box culvert on Gas Point Road at No Name Ditch with the project specifications as shown on the Gas Point Road at No Name Ditch Replacement Project Plan – Contract No. 703923, on file in the Shasta County Surveyor's Office (the "Specifications").
4. County shall:
 - A. Compensate Grantor in the amount of \$4,650.00 for the property interest described in section 1. above, including all compensation for existing landscaping. For the temporary construction easement described in section 2. above, compensate Grantor in the amount of \$3,100.00. The compensation provided pursuant to this subsection shall be paid into Escrow No. P-279577 at Placer Title Company located at 2145 Larkspur Lane, Suite A, Redding, CA 96002 for payment to Grantor. If escrow is not closed and transfer of title is not complete within 180 days of execution of this contract by both parties, the compensation described in this subsection and the Deed shall be disbursed by Placer Title Company to County upon written request by County. If County requests that the compensation provided for in this contract and the Deed be disbursed to it, County shall pay the compensation described in this subsection directly to Grantor within sixty days of County's receipt of the compensation.

- B. In addition to the compensation mentioned in Section 3.A. above, it is agreed the County will pay a sum of \$1,000.00 as an incentive to the Grantor for the timely signing of the Right of Way Contract. This incentive payment offer expires sixty (60) days from the Initiation of Negotiations (DATE YOU RECEIVED THIS CONTRACT IN PERSON OR BY CERTIFIED MAIL).
 - C. The compensation provided for in this section shall be paid after title to the Property is transferred to County free and clear of all liens, encumbrances, taxes, assessments, easements, and leases (recorded or unrecorded) except:
 - (1) Taxes for the fiscal year shall be cleared and paid in the manner required by Revenue and Taxation Code Section 5086;
 - (2) Covenants, conditions, restrictions and reservations of record contained in the above referenced conveyance, if any;
 - (3) Easements or rights of way over the Property for public or quasi-public utility or public street purposes, if any.
 - D. Pay all escrow and recording fees incurred in this transaction.
- 5. Any amount necessary to satisfy any due and payable taxes and any delinquent taxes due in any fiscal year except the fiscal year in which title to the Property is transferred to County, together with penalties and interest thereon, and any delinquent or non-delinquent assessments, and any bonds except those which title is to be taken subject to or in accordance with the terms of this contract, may be deducted from the compensation provided in Section 4.
 - 6. Grantor warrants that there are no oral and/or written leases on any portion of the Property exceeding a period of one month.
 - 7. The right of possession and use of the Property shall commence upon transfer of title to County. Transfer of title is defined as the acceptance of the Deed conveying the interest in the Property by the County.
 - 8. Grantor shall defend, hold harmless and indemnify Shasta County, its elected officials, officers, employees, agents and volunteers against all claims, suits, actions, costs, expenses (including but not limited to reasonable attorney's fees of County Counsel and counsel retained by County, expert fees, litigation costs, and investigation costs), damages, judgments or decrees occasioned by any person's or persons' claim or assertion regarding title to the Property.
 - 9. At no expense to the Grantor, and at the time of construction of the project, as additional compensation for the Property interest described in section 1. above, County shall, in accordance with the Specifications, relocate approximately 350-feet of existing fencing along the right of way line and on the Grantors remaining property (identified as APN: 086-190-007, as of the date of this contract).
 - 10. This contract supersedes all previous agreements between Grantor and County regarding the Property and constitutes the entire understanding of the parties hereto. There are no agreements, representations, or warranties, express or implied, not specified in this contract.

11. Grantor represents and warrants that Grantor has not engaged nor dealt with any agent, broker, or finder in connection with the sale contemplated by this contract. Grantor shall pay, and shall hold the County harmless from and against, any commission or finder's fee payable to any other person (or legal entity which) who represents or claims to represent the Grantor.
12. The terms of this contract shall not be waived, altered, modified, supplemented or amended in any manner whatsoever except by written agreement signed by the parties.

SIGNATURE PAGE FOLLOW

NO OBLIGATION, OTHER THAN THOSE SET FORTH HEREIN, WILL BE RECOGNIZED.

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

APPROVED:
GRANTOR



TYLER DUENAS

Date 10/16/18



TINA DUENAS

Date 10/16/18

APPROVED:
County of Shasta

By _____

Date _____

Board of Supervisors
County of Shasta
State of California


ATTEST:

LAWRENCE G. LEES
Clerk of the Board of Supervisors

APPROVED AS TO FORM:

RUBIN E. CRUSE, JR.
County Counsel

By _____
Deputy

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

RECOMMENDED FOR APPROVAL:

RISK MANAGEMENT APPROVAL

By 
PATRICK J. MINTURN, Director
Department of Public Works


By 
Jim Johnson
Risk Management Analyst III

EXHIBIT "1"

RECORDING REQUESTED BY
PATRICK J. MINTURN
RETURN TO:
SHASTA COUNTY DEPARTMENT OF PUBLIC WORKS
1855 PLACER STREET
REDDING, CA 96001

NO FEE - COUNTY BUSINESS
GOVERNMENT CODE §-6103
AP NO. 087-160-001 (a portion)
PROJECT: Gas Point Rd @ No Name Ditch (ROAD)

DPW NO. 1H01B-2018-02

-----Space above this line for Recorder's use only-----
UNINCORPORATED AREA DTT = \$0 - R&T §11922

EASEMENT DEED

IN CONSIDERATION, receipt of which is hereby acknowledged,

TYLER DUENAS AND TINA DUENAS, HUSBAND AND WIFE AS JOINT TENANTS, HEREBY GRANTS to the **COUNTY OF SHASTA**, a political subdivision of the State of California, a permanent easement for public purposes in, upon, over, under, across and along the following described real property situated in the northeast one-quarter of Section 4, Township 29 North, Range 4 West, M.D.B. & M., in the unincorporated area of County of Shasta, State of California, more particularly described in **EXHIBITS 'A' and 'B'**, attached hereto and made a part hereof.

By _____
TYLER DUENAS

Dated _____

By _____
TINA DUENAS

Dated _____

EXHIBIT "1"

COUNTY OF SHASTA

STATE OF CALIFORNIA

EASEMENT DEED

TYLER DUENAS and TINA DUENAS

TO

COUNTY OF SHASTA

(CERTIFICATE OF ACCEPTANCE, GOVERNMENT CODE, SECTION 27281)

THIS IS TO CERTIFY that the interest in real property conveyed by the deed or grant dated _____, from TYLER DUENAS and TINA DUENAS, to the COUNTY OF SHASTA, State of California, a governmental agency (a political subdivision of the State of California) is hereby accepted by order of the Board of Supervisors on _____, and the grantee hereby consents to the recordation thereof by its duly authorized officer.

IN WITNESS WHEREOF, I have hereunto set my hand this _____ day of _____, 201_.

LAWRENCE G. LEES
Clerk of the Board of Supervisors

By _____
Deputy

Legal Description- Duenas

Lower Gas Point Road @ Cottonwood Creek Bridge Replacement Project

EXHIBIT "A"

All that portion of real property situated in the northeast one-quarter of Section 4, T. 29 North, R. 4 West, M.D.B.& M., in the unincorporated area of County of Shasta, State of California, as conveyed to the Tyler Duenas and Tina Duenas, husband and wife as joint tenants by deed recorded July 23, 2013 in Official Records Document No. 2013-0026779, Shasta County Records, lying northerly of the line described as follows:

COMMENCING at a standard Shasta County centerline monument containing a 2" brass disk stamped "SHASTA COUNTY SURVEYOR LS 8055" set at Engineer's Station "G" 60+38.75 PI on the centerline of construction for Gas Point Road, Shasta County Road No. 1H01B, as shown on that certain Record of Survey for Gas Point Road, filed June 23, 2017 in Book 59 of Land Surveys at Page 30, Shasta County Records; **THENCE** South 89°31'09" West a distance of 49.86 feet to a point on said centerline, said point being Engineer's Station "G" 59+88.89; **THENCE** South 0°28'51" East a distance of 40.00 feet to a point on the easterly boundary of said conveyed parcel, said point being the **POINT OF BEGINNING** of this description; **THENCE** South 89°31'09" West a distance of 281.33 feet to a point lying 40.00 feet Right of Engineer's Station "G" 57+07.56, said point being the beginning of a tangent curve concave southeasterly having a radius of 20.00 feet; **THENCE** southwesterly along said curve a distance of 31.52 feet through a central angle of 90°19" to a point on the westerly boundary of said conveyed parcel, said point being the **POINT OF TERMINATION** of this description.

Being a portion of APN 086-160-001



EXHIBIT "B"

SCALE 1"=60'



086-190-007
DAME, JAMES L.
AND LINDA M.

"G" LINE
GAS POINT ROAD
CENTERLINE OF
MONUMENTATION
PER 59 LS 30

EXISTING EDGE
OF PAVEMENT

56+00 57+00 58+00 59+00 60+00
GAS POINT ROAD
N89° 31' 09"E

STA "G": 60+38.75 PI

STA "G" 57+07.56
O/S: 40.00' RT.
L=31.52'
R=20.00'
Δ= 90°19'
STA "O" 56+87.56
OFF: 60.11' RT
P.O.T.
N89°31'09"E 281.33'
PROPOSED
ROAD RIGHT OF WAY
ACQUISITION AREA
STA "O" 59+88.89
OFF: 40.00' RT
P.O.B.

CHARLES STREET

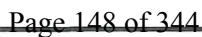
087-160-001
DUENAS, TYLER
AND TINA

087-160-004
HOWE, SHARON R. AND
WHITE, JAMES J.

LEGEND

- FOUND PROPERTY PIN
- ⊕ SHASTA COUNTY CENTERLINE MONUMENT





**COUNTY OF SHASTA
STATE OF CALIFORNIA
RIGHT OF WAY CONTRACT**

**TIMOTHY PARADIS and
CHRISTINA PARADIS**

**APN: 087-160-004
GAS POINT ROAD AT NO NAME DITCH
CULVERT REPLACEMENT PROJECT**

This contract is entered into by and between the County of Shasta, hereinafter known as “County”, and Timothy Paradis and Christina Paradis, hereinafter known as “Grantor.”

1. Grantor grants to County a property interest, in the form of Exhibit “1” (the “Deed”) attached hereto and incorporated herein, conveying the property interest described in the Deed and Exhibits “A” and “B” attached thereto (the “Property”). The Deed has been executed by Grantor and delivered to County.
2. Grantor grants to County a temporary construction easement as described on Exhibit “2”, attached hereto and made a part hereof (the “TCE”). The TCE shall be for the purpose of construction activities related the Gas Point Road at No Name Ditch Culvert Replacement Project (the “Project”). Consideration for the TCE is included in the amount payable under section 4. of this contract. The TCE shall become effective January 1, 2019 or upon deposit of funds into escrow, whichever date occurs later, and shall terminate upon the recordation of the Notice of Completion for the Project, or December 31, 2023, whichever date occurs first. Prior to its termination, the area of the TCE shall be returned to a condition substantially similar to its condition as existed prior to the use exercised by the County, its contractor, and employees during bridge construction. Upon termination of the TCE, County and its agents and assigns, shall be relieved of any further maintenance responsibility and liability regarding the TCE.
3. The parties have herein set forth the whole of their agreement, the performance of which constitutes the entire consideration for the conveyance of the Property and the TCE and shall relieve County of all further obligations or claims relating to the location or construction of the proposed public improvement, which is described replacing the box culvert on Gas Point Road at No Name Ditch with the project specifications as shown on the Gas Point Road at No Name Ditch Replacement Project Plan – Contract No. 703923, on file in the Shasta County Surveyor’s Office (the “Specifications”).
4. County shall:
 - A. Compensate Grantor in the amount of \$4,900.00 for the property interest described in section 1. above, including all compensation for approximately 190 feet of fencing and existing landscaping. For the temporary construction easement described in section 2. above, compensate Grantor in the amount of \$500.00. The compensation provided pursuant to this subsection shall be paid into Escrow No. P-279582 at Placer Title Company located at 2145 Larkspur Lane, Suite A, Redding, CA 96002 for payment to Grantor. If escrow is not closed and transfer of title is not complete within 180 days of execution of this contract by both parties, the compensation described in this subsection and the Deed shall be disbursed by Placer Title Company to County upon written request by County. If County requests that the compensation provided for in this contract and the Deed be disbursed to it, County shall pay the compensation described in this subsection directly to Grantor within sixty days of County’s receipt of the compensation.

- B. In addition to the compensation mentioned in Section 3.A. above, it is agreed the County will pay a sum of \$1,000.00 as an incentive to the Grantor for the timely signing of the Right of Way Contract. This incentive payment offer expires sixty (60) days from the Initiation of Negotiations (DATE YOU RECEIVED THIS CONTRACT IN PERSON OR BY CERTIFIED MAIL).
 - C. The compensation provided for in this section shall be paid after title to the Property is transferred to County free and clear of all liens, encumbrances, taxes, assessments, easements, and leases (recorded or unrecorded) except:
 - (1) Taxes for the fiscal year shall be cleared and paid in the manner required by Revenue and Taxation Code Section 5086;
 - (2) Covenants, conditions, restrictions and reservations of record contained in the above referenced conveyance, if any;
 - (3) Easements or rights of way over the Property for public or quasi-public utility or public street purposes, if any.
 - D. Pay all escrow and recording fees incurred in this transaction.
- 5. Any amount necessary to satisfy any due and payable taxes and any delinquent taxes due in any fiscal year except the fiscal year in which title to the Property is transferred to County, together with penalties and interest thereon, and any delinquent or non-delinquent assessments, and any bonds except those which title is to be taken subject to or in accordance with the terms of this contract, may be deducted from the compensation provided in Section 4.
 - 6. Grantor warrants that there are no oral and/or written leases on any portion of the Property exceeding a period of one month.
 - 7. The right of possession and use of the Property shall commence upon transfer of title to County. Transfer of title is defined as the acceptance of the Deed conveying the interest in the Property by the County.
 - 8. Grantor shall defend, hold harmless and indemnify Shasta County, its elected officials, officers, employees, agents and volunteers against all claims, suits, actions, costs, expenses (including but not limited to reasonable attorney's fees of County Counsel and counsel retained by County, expert fees, litigation costs, and investigation costs), damages, judgments or decrees occasioned by any person's or persons' claim or assertion regarding title to the Property.
 - 9. At no expense to the Grantor, and at the time of construction of the project, as additional compensation for the Property interest described in section 1.above, County shall, in accordance with the Specifications, reconstruct one existing road connection to real property owned by Grantor, in accordance with the Specifications. The road connection shall be considered an encroachment under permit on the County highway and is to be maintained, repaired and operated as such by Grantor, their assigns and successors. Grantor shall grant to County, its employees and agents, permission to enter upon Grantor's property, for the purpose of constructing the public improvements described in the Specifications and accomplishing all necessary incidents thereto including but not limited to the work described in this section. Upon County's recordation of a

notice of completion for the Project, Grantor hereby assumes ownership and responsibility for the improvements constructed on Grantor's property and releases the County and its employees and agents from any further responsibility related to the work performed by County pursuant to this section.

10. This contract supersedes all previous agreements between Grantor and County regarding the Property and constitutes the entire understanding of the parties hereto. There are no agreements, representations, or warranties, express or implied, not specified in this contract.
11. Grantor represents and warrants that Grantor has not engaged nor dealt with any agent, broker, or finder in connection with the sale contemplated by this contract. Grantor shall pay, and shall hold the County harmless from and against, any commission or finder's fee payable to any other person (or legal entity which) who represents or claims to represent the Grantor.
12. The terms of this contract shall not be waived, altered, modified, supplemented or amended in any manner whatsoever except by written agreement signed by the parties.

SIGNATURE PAGE FOLLOW

NO OBLIGATION, OTHER THAN THOSE SET FORTH HEREIN, WILL BE RECOGNIZED.

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

APPROVED:
GRANTOR



TIMOTHY PARADIS

Date 10/11/18



CHRISTINA PARADIS

Date 10/11/18

APPROVED:
County of Shasta

By _____

Date _____

Board of Supervisors
County of Shasta
State of California

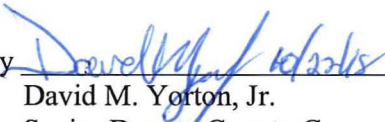
ATTEST:

LAWRENCE G. LEES
Clerk of the Board of Supervisors

APPROVED AS TO FORM:

RUBIN E. CRUSE, JR.
County Counsel

By  10/23/18
Deputy

By  10/22/18
David M. Yorton, Jr.
Senior Deputy County Counsel

RECOMMENDED FOR APPROVAL:

RISK MANAGEMENT APPROVAL

By  10/23/18
PATRICK J. MINTURN, Director
Department of Public Works


By  10/23/18
Jim Johnson
Risk Management Analyst III

EXHIBIT "1"

RECORDING REQUESTED BY
PATRICK J. MINTURN
RETURN TO:
SHASTA COUNTY DEPARTMENT OF PUBLIC WORKS
1855 PLACER STREET
REDDING, CA 96001

NO FEE - COUNTY BUSINESS
GOVERNMENT CODE §-6103
AP NO. 087-160-004 (a portion)
PROJECT: Gas Point Road at No Name Ditch (ROAD)

DPW NO. 1H01B-2018-03

-----Space above this line for Recorder's use only-----
UNINCORPORATED AREA DTT = \$0 - R&T §11922

EASEMENT DEED

IN CONSIDERATION, receipt of which is hereby acknowledged,

TIMOTHY PARADIS AND CHRISTINA PARADIS, HUSBAND AND WIFE AS COMMUNITY PROPERTY, HEREBY GRANTS to the **COUNTY OF SHASTA**, a political subdivision of the State of California, a permanent easement for public purposes in, upon, over, under, across and along the following described real property situated in the northeast one-quarter of Section 9, Township 29 North, Range 4 West, M.D.B. & M., in the unincorporated area of County of Shasta, State of California, more particularly described in **EXHIBITS 'A' and 'B'**, attached hereto and made a part hereof.

By _____
TIMOTHY PARADIS

Dated _____

By _____
CHRISTINA PARADIS

Dated _____

EXHIBIT "1"

COUNTY OF SHASTA

STATE OF CALIFORNIA

EASEMENT DEED

TIMOTHY PARADIS and CHRISTINA PARADIS

TO

COUNTY OF SHASTA

(CERTIFICATE OF ACCEPTANCE, GOVERNMENT CODE, SECTION 27281)

THIS IS TO CERTIFY that the interest in real property conveyed by the deed or grant dated _____, from TIMOTHY PARADIS and CHRISTINA PARADIS, to the COUNTY OF SHASTA, State of California, a governmental agency (a political subdivision of the State of California) is hereby accepted by order of the Board of Supervisors on _____, and the grantee hereby consents to the recordation thereof by its duly authorized officer.

IN WITNESS WHEREOF, I have hereunto set my hand this _____ day of _____, 201__.

LAWRENCE G. LEES
Clerk of the Board of Supervisors

By _____
Deputy

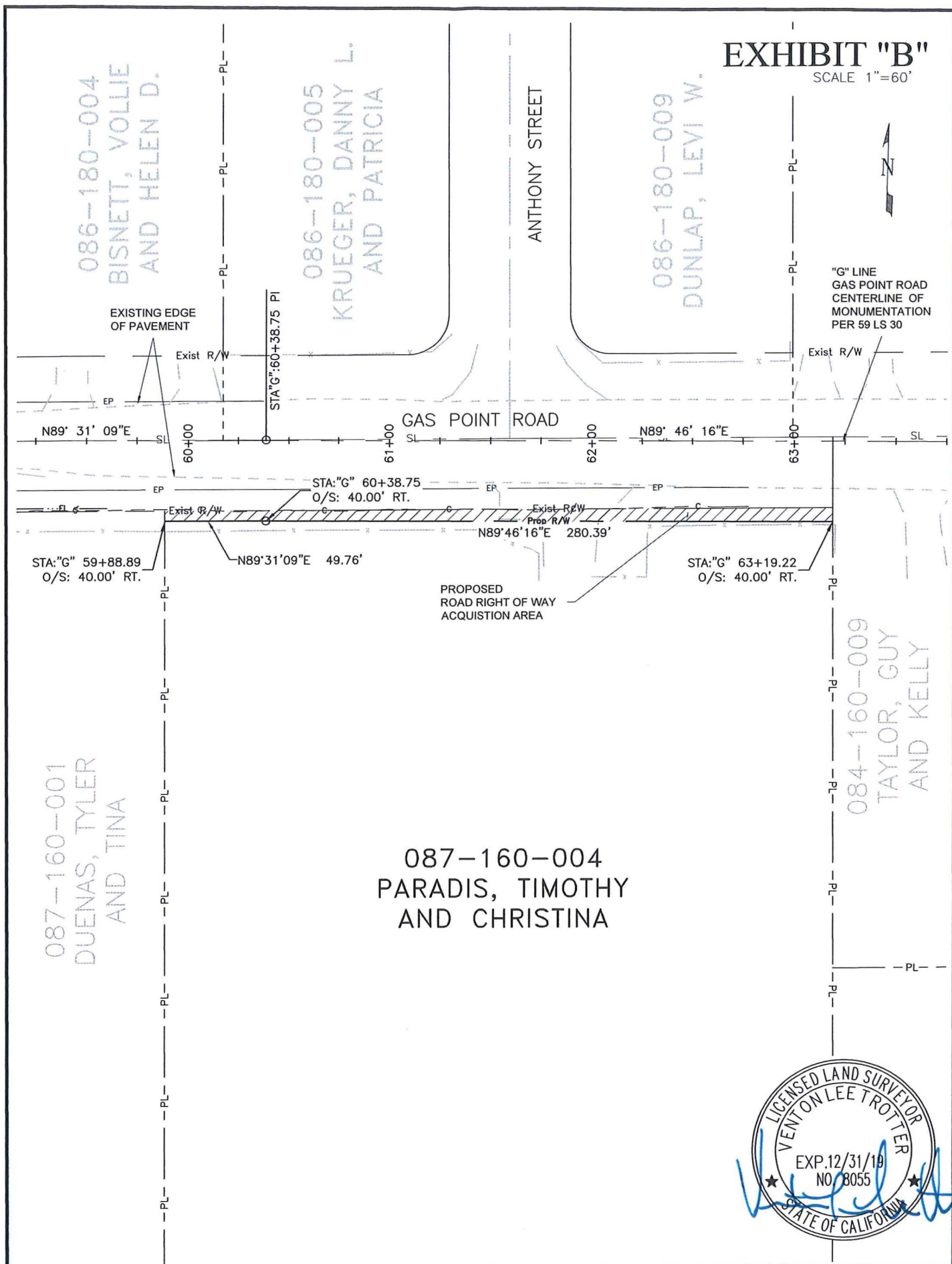
Legal Description Paradis
– Gas Point Road Bridge Replacement Project

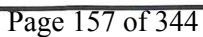
EXHIBIT "A"

All that portion of real property situated in the northeast one-quarter of Section 9, Township 29 North, Range 4 West, M.D.B. & M., in the unincorporated area of the County of Shasta, State of California, as conveyed to Timothy Paradis and Christina Paradis, husband and wife as community property with right of survivorship by deed recorded June 18, 2018 in Official Records Document No. 2018-0016525, Shasta County Records, lying northerly of a Right of Way line as shown on Exhibit "B", attached hereto and made a part thereof, said Right of Way line lying 40.00 feet Southerly of and parallel with the centerline of monumentation for construction of a portion of Gas Point Road, Shasta County Road No. 1H01B, as shown on that certain Record of Survey for Gas Point Road filed June 23, 2017 in Book 59 of Land Surveys at Page 30, Shasta County Records. Said Right of Way line shall be lengthened or shortened as needed in order to terminate on the property line of the grantor.

Being a portion of APN 087-160-004







RECORDING REQUESTED BY
PATRICK J. MINTURN
RETURN TO:
SHASTA COUNTY DEPARTMENT OF PUBLIC WORKS
1855 PLACER STREET
REDDING, CA 96001

NO FEE - COUNTY BUSINESS
GOVERNMENT CODE §-6103
AP NO. 086-190-007 (a portion)
PROJECT: Gas Point Rd @ No Name Ditch (ROAD)

DPW NO. 1H01B-2018-01

-----Space above this line for Recorder's use only-----
UNINCORPORATED AREA DTT = \$0 - R&T §11922

EASEMENT DEED

IN CONSIDERATION, receipt of which is hereby acknowledged,

JAMES L. DAME AND LINDA M. DAME, HUSBAND AND WIFE, AS JOINT TENANTS, HEREBY GRANTS to the **COUNTY OF SHASTA**, a political subdivision of the State of California, a permanent easement for public purposes in, upon, over, under, across and along the following described real property situated in the southeast one-quarter of Section 4, Township 29 North, Range 4 West, M.D.B. & M., in the unincorporated area of County of Shasta, State of California, more particularly described in **EXHIBITS 'A' and 'B'**, attached hereto and made a part hereof.

By 
JAMES L. DAME

Dated 10/11/18

By 
LINDA M. DAME

Dated 10-11-18

COUNTY OF SHASTA

STATE OF CALIFORNIA

E A S E M E N T D E E D

JAMES L. DAME AND LINDA M. DAME

T O

COUNTY OF SHASTA

(CERTIFICATE OF ACCEPTANCE, GOVERNMENT CODE, SECTION 27281)

THIS IS TO CERTIFY that the interest in real property conveyed by the deed or grant dated _____, from JAMES L. DAME and LINDA M. DAME, to the COUNTY OF SHASTA, State of California, a governmental agency (a political subdivision of the State of California) is hereby accepted by order of the Board of Supervisors on _____, and the grantee hereby consents to the recordation thereof by its duly authorized officer.

IN WITNESS WHEREOF, I have hereunto set my hand this ____ day of _____, 201_.

LAWRENCE G. LEES
Clerk of the Board of Supervisors

By _____
Deputy

Legal Description Dame
– Gas Point Road Bridge Replacement Project

EXHIBIT "A"

All that portion of real property situated in the southeast one-quarter of Section 4, Township 29 North, Range 4 West, M.D.B. & M., in the unincorporated area of the County of Shasta, State of California, as conveyed to James L. Dame and Linda M. Dame, husband and wife, as Joint Tenants by deed recorded December 14, 1995 in Official Records Book 3368 at Page 306, Shasta County Records, lying southerly of a Right of Way line as shown on Exhibit "B", attached hereto and made a part thereof, said Right of Way line lying 42.00 feet northerly of and parallel with the centerline of monumentation for construction of a portion of Gas Point Road, Shasta County Road No. 1H01B, as shown on that certain Record of Survey for Gas Point Road filed June 23, 2017 in Book 59 of Land Surveys at Page 30, Shasta County Records. Said Right of Way line shall be lengthened or shortened as needed in order to terminate on the property line of the grantor.

Being a portion of APN 086-190-007



EXHIBIT "B"

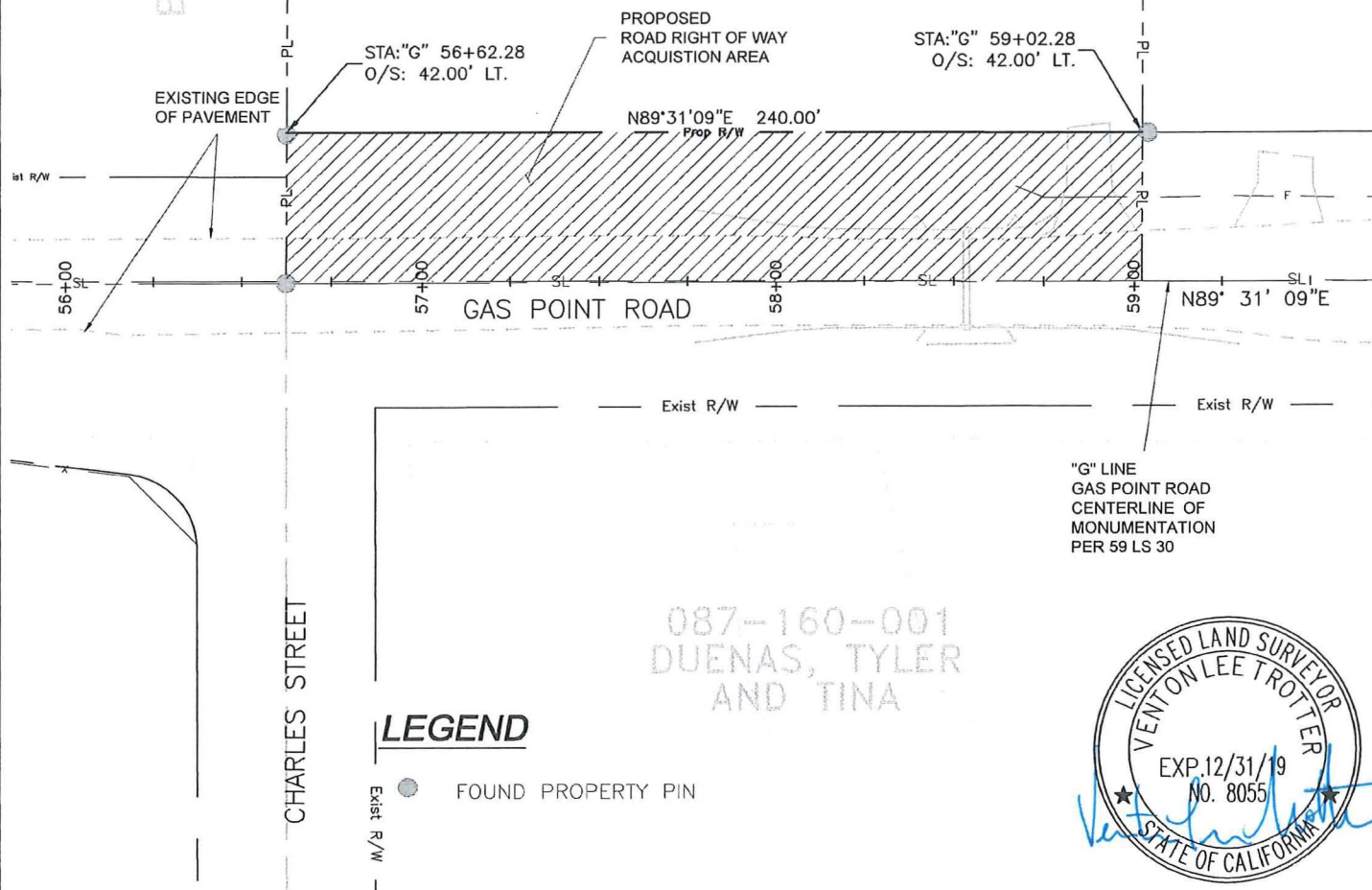
SCALE 1"=50'



086-190-007
DAME, JAMES L.
AND LINDA M.

086-160-018
BENEDICT, MICHAEL D.
AND SHERRY L. TR

086-180-004
BISNETT, VOLLIE
AND HELEN D.



ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Shasta County

On October 11, 2018 before me, J. Andrews, A Notary Public
(insert name and title of the officer)

personally appeared James L. Dame and Linda M. Dame,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) ~~is~~/are
subscribed to the within instrument and acknowledged to me that ~~he~~/~~she~~/they executed the same in
~~his~~/~~her~~/their authorized capacity(ies), and that by ~~his~~/~~her~~/their signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing
paragraph is true and correct.

WITNESS my hand and official seal.

Signature 

(Seal)



RECORDING REQUESTED BY
PATRICK J. MINTURN
RETURN TO:
SHASTA COUNTY DEPARTMENT OF PUBLIC WORKS
1855 PLACER STREET
REDDING, CA 96001

NO FEE - COUNTY BUSINESS
GOVERNMENT CODE §-6103
AP NO. 087-160-001 (a portion)
PROJECT: Gas Point Rd @ No Name Ditch (ROAD)

DPW NO. 1H01B-2018-02

-----Space above this line for Recorder's use only-----
UNINCORPORATED AREA DTT = \$0 - R&T §11922

EASEMENT DEED

IN CONSIDERATION, receipt of which is hereby acknowledged,

TYLER DUENAS AND TINA DUENAS, HUSBAND AND WIFE AS JOINT TENANTS, HEREBY GRANTS to the **COUNTY OF SHASTA**, a political subdivision of the State of California, a permanent easement for public purposes in, upon, over, under, across and along the following described real property situated in the northeast one-quarter of Section 4, Township 29 North, Range 4 West, M.D.B. & M., in the unincorporated area of County of Shasta, State of California, more particularly described in **EXHIBITS 'A' and 'B'**, attached hereto and made a part hereof.

By 

TYLER DUENAS

Dated 10/16/18

By 

TINA DUENAS

Dated 10/16/18

COUNTY OF SHASTA

STATE OF CALIFORNIA

E A S E M E N T D E E D

TYLER DUENAS and TINA DUENAS

T O

COUNTY OF SHASTA

(CERTIFICATE OF ACCEPTANCE, GOVERNMENT CODE, SECTION 27281)

THIS IS TO CERTIFY that the interest in real property conveyed by the deed or grant dated _____, from TYLER DUENAS and TINA DUENAS, to the COUNTY OF SHASTA, State of California, a governmental agency (a political subdivision of the State of California) is hereby accepted by order of the Board of Supervisors on _____, and the grantee hereby consents to the recordation thereof by its duly authorized officer.

IN WITNESS WHEREOF, I have hereunto set my hand this _____ day of _____, 201_.

LAWRENCE G. LEES
Clerk of the Board of Supervisors

By _____
Deputy

Legal Description- Duenas

Lower Gas Point Road @ Cottonwood Creek Bridge Replacement Project

EXHIBIT "A"

All that portion of real property situated in the northeast one-quarter of Section 4, T. 29 North, R. 4 West, M.D.B. & M., in the unincorporated area of County of Shasta, State of California, as conveyed to the Tyler Duenas and Tina Duenas, husband and wife as joint tenants by deed recorded July 23, 2013 in Official Records Document No. 2013-0026779, Shasta County Records, lying northerly of the line described as follows:

COMMENCING at a standard Shasta County centerline monument containing a 2" brass disk stamped "SHASTA COUNTY SURVEYOR LS 8055" set at Engineer's Station "G" 60+38.75 PI on the centerline of construction for Gas Point Road, Shasta County Road No. 1H01B, as shown on that certain Record of Survey for Gas Point Road, filed June 23, 2017 in Book 59 of Land Surveys at Page 30, Shasta County Records; **THENCE** South 89°31'09" West a distance of 49.86 feet to a point on said centerline, said point being Engineer's Station "G" 59+88.89; **THENCE** South 0°28'51" East a distance of 40.00 feet to a point on the easterly boundary of said conveyed parcel, said point being the **POINT OF BEGINNING** of this description; **THENCE** South 89°31'09" West a distance of 281.33 feet to a point lying 40.00 feet Right of Engineer's Station "G" 57+07.56, said point being the beginning of a tangent curve concave southeasterly having a radius of 20.00 feet; **THENCE** southwesterly along said curve a distance of 31.52 feet through a central angle of 90°19" to a point on the westerly boundary of said conveyed parcel, said point being the **POINT OF TERMINATION** of this description.

Being a portion of APN 086-160-001



EXHIBIT "B"

SCALE 1"=60'



086-190-007
DAME, JAMES L.
AND LINDA M.

"G" LINE
GAS POINT ROAD
CENTERLINE OF
MONUMENTATION
PER 59 LS 30

EXISTING EDGE
OF PAVEMENT

56+00 57+00 58+00 59+00 60+00
GAS POINT ROAD
N89° 31' 09"E
Exist R/W
STA "G": 60+38.75 PI

STA "G" 57+07.56
O/S: 40.00' RT.
L=31.52'
R=20.00'
Δ= 90°19'
STA "O" 56+87.56
OFF: 60.11' RT
P.O.T.
N89°31'09"E 281.33'
PROPOSED
ROAD RIGHT OF WAY
ACQUISITION AREA
STA "O" 59+88.89
OFF: 40.00' RT
P.O.B.

CHARLES STREET

087-160-001
DUENAS, TYLER
AND TINA

087-160-004
HOWE, SHARON R. AND
WHITE, JAMES J.

LEGEND

- FOUND PROPERTY PIN
- ⊕ SHASTA COUNTY CENTERLINE MONUMENT



ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Shasta County

On October 16, 2018 before me, J. Andrews, A Notary Public
(insert name and title of the officer)

personally appeared Tyler Duenas and Tina Duenas,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing
paragraph is true and correct.

WITNESS my hand and official seal.

Signature



(Seal)



RECORDING REQUESTED BY
PATRICK J. MINTURN
RETURN TO:
SHASTA COUNTY DEPARTMENT OF PUBLIC WORKS
1855 PLACER STREET
REDDING, CA 96001

NO FEE - COUNTY BUSINESS
GOVERNMENT CODE §-6103
AP NO. 087-160-004 (a portion)
PROJECT: Gas Point Road at No Name Ditch (ROAD)


DPW NO. 1H01B-2018-03

-----Space above this line for Recorder's use only-----
UNINCORPORATED AREA DTT = \$0 - R&T §11922

EASEMENT DEED

IN CONSIDERATION, receipt of which is hereby acknowledged,

TIMOTHY PARADIS AND CHRISTINA PARADIS, HUSBAND AND WIFE AS COMMUNITY PROPERTY, HEREBY GRANTS to the **COUNTY OF SHASTA**, a political subdivision of the State of California, a permanent easement for public purposes in, upon, over, under, across and along the following described real property situated in the northeast one-quarter of Section 9, Township 29 North, Range 4 West, M.D.B. & M., in the unincorporated area of County of Shasta, State of California, more particularly described in **EXHIBITS 'A' and 'B'**, attached hereto and made a part hereof.

By 
TIMOTHY PARADIS

Dated 10/11/18

By 
CHRISTINA PARADIS

Dated 10/11/18

COUNTY OF SHASTA

STATE OF CALIFORNIA

EASEMENT DEED

TIMOTHY PARADIS and CHRISTINA PARADIS

TO

COUNTY OF SHASTA

(CERTIFICATE OF ACCEPTANCE, GOVERNMENT CODE, SECTION 27281)

THIS IS TO CERTIFY that the interest in real property conveyed by the deed or grant dated _____, from TIMOTHY PARADIS and CHRISTINA PARADIS, to the COUNTY OF SHASTA, State of California, a governmental agency (a political subdivision of the State of California) is hereby accepted by order of the Board of Supervisors on _____, and the grantee hereby consents to the recordation thereof by its duly authorized officer.

IN WITNESS WHEREOF, I have hereunto set my hand this ____ day of _____, 201_.

LAWRENCE G. LEES
Clerk of the Board of Supervisors

By _____
Deputy

Legal Description Paradis
– Gas Point Road Bridge Replacement Project

EXHIBIT "A"

All that portion of real property situated in the northeast one-quarter of Section 9, Township 29 North, Range 4 West, M.D.B. & M., in the unincorporated area of the County of Shasta, State of California, as conveyed to Timothy Paradis and Christina Paradis, husband and wife as community property with right of survivorship by deed recorded June 18, 2018 in Official Records Document No. 2018-0016525, Shasta County Records, lying northerly of a Right of Way line as shown on Exhibit "B", attached hereto and made a part thereof, said Right of Way line lying 40.00 feet Southerly of and parallel with the centerline of monumentation for construction of a portion of Gas Point Road, Shasta County Road No. 1H01B, as shown on that certain Record of Survey for Gas Point Road filed June 23, 2017 in Book 59 of Land Surveys at Page 30, Shasta County Records. Said Right of Way line shall be lengthened or shortened as needed in order to terminate on the property line of the grantor.

Being a portion of APN 087-160-004



ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Shasta County

On October 11, 2018 before me, J. Andrews, A Notary Public
(insert name and title of the officer)

personally appeared Timothy Paradis and Christina Paradis,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) ~~is~~/are
subscribed to the within instrument and acknowledged to me that ~~he~~/~~she~~/they executed the same in
~~his~~/~~her~~/their authorized capacity(ies), and that by ~~his~~/~~her~~/their signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature



(Seal)



REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS

BOARD MEETING DATE: November 6, 2018

CATEGORY: Consent - Public Works-15.

SUBJECT:

Gas Point Road at Park Drive Project – Award Construction Contract

DEPARTMENT: Public Works

Supervisory District No. : 5

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

STAFF REPORT APPROVED BY: Pat Minturn, Public Works Director

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

RECOMMENDATION

Award to the lowest responsive and responsible bidder, S.T. Rhoades Construction, Inc., on a unit cost basis, the contract for “The Gas Point Road at Park Drive Intersection Improvements,” Contract No. 702984, in the amount of \$1,433,422.50.

SUMMARY

The low bidder on the Gas Point Road at Park Drive Project is S.T. Rhoades Construction, Inc.

DISCUSSION

The Gas Point Road at Park Drive Project will improve vehicle and pedestrian safety in Cottonwood. A traffic signal will be constructed. Turn pockets and pedestrian facilities will be added. Adjoining access will be consolidated at the traffic signal. On September 11, 2018, the Board approved plans and initiated the bid process. On October 25, 2018, three bids were received and opened. Staff recommends award to the lowest responsive bidder.

ALTERNATIVES

The Board may decline to award the contract. The existing roadway configuration would remain.

OTHER AGENCY INVOLVEMENT

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

FINANCING

The total cost of the project is estimated to be \$1,600,000. Adequate funds are included in the Adopted 2018/19 Roads and Solid Waste budgets. Cottonwood has its own Traffic Impact Fee program. Gas Point Road provides primary access to

Anderson Solid Waste Landfill which pays impact fees. There is no General Fund impact.

ATTACHMENTS:

Description	Upload Date	Description
Bid Summary Detail	10/25/2018	Bid Summary Detail

BID SUMMARY DETAIL

BID OPENING DATE: October 25, 2018

FEDERAL NO.:

 STATE OF CALIFORNIA
 COUNTY OF SHASTA
 DEPARTMENT OF PUBLIC WORKS

 PROJECT: GAS POINT AT PARK DRIVE INTERSECTION IMPROVEMENTS
 CONTRACT NO.: 702984

Page 1 of 1

 PREPARED BY: ALC DATE: 10/25/2018

 CHECKED BY: MOISES LOZANO DATE: 10/25/2018
ENGINEER'S ESTM.
SHASTA COUNTY
PUBLIC WORKS DEPT.
LOWEST RESPONSIVE BIDDER

 S.T. Rhoades Construction, Inc.
 8585 Commercial Way
 Redding, CA 96049

2nd BIDDER

 SNL Group Inc.
 9818 Holton Way
 Redding, CA 96003

3rd BIDDER

 Stimpel-Wiebelhaus, Inc.
 1168 Industrial Street
 Redding, CA 96049

NO	TYPE	CODE	ITEM DESCRIPTION	UNITS	BID QUANTITY	UNIT PRICE	TOTAL
1		100100	DEVELOP WATER SUPPLY	LS	1.00	\$ 3,000.00	\$ 3,000.00
2		120090	CONSTRUCTION AREA SIGNS	LS	1.00	\$ 3,000.00	\$ 3,000.00
3		130100	JOB SITE MANAGEMENT	LS	1.00	\$ 5,000.00	\$ 5,000.00
4		130300	PREPARE STORM WATER POLLUTION PREVENTION PLAN	LS	1.00	\$ 2,000.00	\$ 2,000.00
5		130320	STORM WATER SAMPLING AND ANALYSIS DAY	EA	5.00	\$ 1,000.00	\$ 5,000.00
6		130330	STORM WATER ANNUAL REPORT	EA	1.00	\$ 1,000.00	\$ 1,000.00
7		130900	TEMPORARY CONCRETE WASHOUT	LS	1.00	\$ 5,000.00	\$ 5,000.00
8		170103	CLEARING AND GRUBBING (LS)	LS	1.00	\$ 5,000.00	\$ 5,000.00
9		190101	ROADWAY EXCAVATION	CY	940.00	\$ 40.00	\$ 37,600.00
10		190185	SHOULDER BACKING	TON	27.00	\$ 150.00	\$ 4,050.00
11	F	192003	STRUCTURE EXCAVATION (BRIDGE)	CY	100.00	\$ 160.00	\$ 16,000.00
12	F	193003	STRUCTURE BACKFILL (BRIDGE)	CY	80.00	\$ 275.00	\$ 22,000.00
13		204010	PLANT (GROUP O)	EA	10.00	\$ 50.00	\$ 500.00
14		205035	WOOD MULCH	CY	26.00	\$ 30.00	\$ 780.00
15		260203	CLASS 2 AGGREGATE BASE (CY)	CY	825.00	\$ 60.00	\$ 49,500.00
16		390132	HOT MIX ASPHALT (TYPE A)	TON	1,000.00	\$ 120.00	\$ 120,000.00
17		394076	PLACE HOT MIX ASPHALT DIKE (TYPE E)	LF	495.00	\$ 10.00	\$ 4,950.00
18		398200	COLD PLANE ASPHALT CONCRETE PAVEMENT	SQYD	2,500.00	\$ 10.00	\$ 25,000.00
19	F	510051	STRUCTURAL CONCRETE, BRIDGE FOOTING	CY	12.00	\$ 1,200.00	\$ 14,400.00
20	F	510053	STRUCTURAL CONCRETE, BRIDGE	CY	34.00	\$ 1,200.00	\$ 40,800.00
21	P-F	520102	BAR REINFORCING STEEL (BRIDGE)	LB	2,825.00	\$ 2.25	\$ 6,356.25
22		710200	ADJUST MANHOLE	EA	2.00	\$ 600.00	\$ 1,200.00
23		710218	ADJUST VALVE BOX	EA	1.00	\$ 500.00	\$ 500.00
24		730020	MINOR CONCRETE (CURB) (CY)	CY	35.00	\$ 1,000.00	\$ 35,000.00
25		730045	MINOR CONCRETE (VALLEY GUTTER) (CY)	CY	3.60	\$ 1,000.00	\$ 3,600.00
26		730070	DETECTABLE WARNING SURFACE	SQFT	60.00	\$ 35.00	\$ 2,100.00
27		731504	MINOR CONCRETE (CURB AND GUTTER)	CY	34.00	\$ 2,000.00	\$ 68,000.00
28		731521	MINOR CONCRETE (SIDEWALK)	CY	48.00	\$ 1,000.00	\$ 48,000.00
29		803050	REMOVE CHAIN LINK FENCE	LF	120.00	\$ 15.00	\$ 1,800.00
30	P	810230	PAVEMENT MARKER (RETROREFLECTIVE)	EA	150.00	\$ 20.00	\$ 3,000.00
31		820840	ROADSIDE SIGN - ONE POST	EA	2.00	\$ 500.00	\$ 1,000.00
32	F	833130	CONCRETE BARRIER	LF	75.00	\$ 210.00	\$ 15,750.00
33		839607	CRASH CUSHION	EA	4.00	\$ 8,000.00	\$ 32,000.00
34		839774	REMOVE CONCRETE BARRIER	LF	80.00	\$ 45.00	\$ 3,600.00
35		840515	THERMOPLASTIC PAVEMENT MARKING	SQFT	520.00	\$ 8.00	\$ 4,160.00
36		840560	THERMOPLASTIC TRAFFIC STRIPE (SPRAYABLE)	LF	6,150.00	\$ 1.00	\$ 6,150.00
37		840656	PAINT PARKING LOT STRIPE (2-COAT)	LF	2,400.00	\$ 0.50	\$ 1,200.00
38		870400	SIGNAL AND LIGHTING SYSTEM	LS	1.00	\$ 400,000.00	\$ 400,000.00
39		999992	CONSTRUCT BIOSWALE	LS	1.00	\$ 6,000.00	\$ 6,000.00
40		999994	PEDESTRIAN BRIDGE SYSTEM	LS	1.00	\$ 400,000.00	\$ 400,000.00
41		999995	STEEL BOLLARD INSTALLATION	EA	2.00	\$ 750.00	\$ 1,500.00
42		999996	TYPE GO INLET	EA	1.00	\$ 4,000.00	\$ 4,000.00

TOTALS

\$ 1,409,496.25

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

UNIT PRICE	TOTAL
\$ 1,000.00	\$ 1,000.00
\$ 2,000.00	\$ 2,000.00
\$ 2,000.00	\$ 2,000.00
\$ 3,000.00	\$ 3,000.00
\$ 500.00	\$ 2,500.00
\$ 800.00	\$ 800.00
\$ 2,000.00	\$ 2,000.00
\$ 15,000.00	\$ 15,000.00
\$ 105.00	\$ 98,700.00
\$ 80.00	\$ 2,160.00
\$ 100.00	\$ 10,000.00
\$ 165.00	\$ 13,200.00
\$ 250.00	\$ 2,500.00
\$ 110.00	\$ 2,860.00
\$ 100.00	\$ 82,500.00
\$ 169.00	\$ 169,000.00
\$ 13.00	\$ 6,435.00
\$ 7.00	\$ 17,500.00
\$ 2,500.00	\$ 30,000.00
\$ 1,850.00	\$ 62,900.00
\$ 3.00	\$ 8,475.00
\$ 1,000.00	\$ 2,000.00
\$ 900.00	\$ 900.00
\$ 850.00	\$ 29,750.00
\$ 4,000.00	\$ 14,400.00
\$ 34.00	\$ 2,040.00
\$ 990.00	\$ 33,660.00
\$ 1,050.00	\$ 50,400.00
\$ 14.00	\$ 1,680.00
\$ 17.00	\$ 2,550.00
\$ 600.00	\$ 1,200.00
\$ 358.00	\$ 26,850.00
\$ 30,000.00	\$ 120,000.00
\$ 100.00	\$ 8,000.00
\$ 18.50	\$ 9,620.00
\$ 1.75	\$ 10,762.50
\$ 1.70	\$ 4,080.00
\$ 452,000.00	\$ 452,000.00
\$ 2,800.00	\$ 2,800.00
\$ 121,000.00	\$ 121,000.00
\$ 1,100.00	\$ 2,200.00
\$ 3,000.00	\$ 3,000.00

\$ 1,433,422.50

2%

UNIT PRICE	TOTAL
\$ 1,271.00	\$ 1,271.00
\$ 2,559.00	\$ 2,559.00
\$ 8,894.00	\$ 8,894.00
\$ 3,075.00	\$ 3,075.00
\$ 1,169.00	\$ 5,845.00
\$ 1,107.00	\$ 1,107.00
\$ 669.00	\$ 669.00
\$ 45,114.00	\$ 45,114.00
\$ 123.91	\$ 116,475.40
\$ 120.00	\$ 3,240.00
\$ 277.00	\$ 27,700.00
\$ 202.00	\$ 16,160.00
\$ 308.00	\$ 3,080.00
\$ 136.00	\$ 3,536.00
\$ 66.00	\$ 54,450.00
\$ 135.00	\$ 135,000.00
\$ 18.00	\$ 8,910.00
\$ 12.00	\$ 30,000.00
\$ 1,845.00	\$ 22,140.00
\$ 1,107.00	\$ 37,638.00
\$ 4.21	\$ 11,893.25
\$ 937.00	\$ 1,874.00
\$ 937.00	\$ 937.00
\$ 1,107.00	\$ 38,745.00
\$ 861.00	\$ 3,099.60
\$ 488.00	\$ 29,280.00
\$ 1,505.00	\$ 51,170.00
\$ 115.00	\$ 5,520.00
\$ 41.00	\$ 4,920.00
\$ 21.00	\$ 3,150.00
\$ 615.00	\$ 1,230.00
\$ 600.00	\$ 45,000.00
\$ 31,790.00	\$ 127,160.00
\$ 123.00	\$ 9,840.00
\$ 23.00	\$ 11,960.00
\$ 2.15	\$ 13,222.50
\$ 2.09	\$ 5,016.00
\$ 458,772.00	\$ 458,772.00
\$ 8,693.00	\$ 8,693.00
\$ 103,566.00	\$ 103,566.00
\$ 615.00	\$ 1,230.00
\$ 11,488.25	\$ 11,488.25

\$ 1,474,630.00

5%

UNIT PRICE	TOTAL
\$ 2,500.00	\$ 2,500.00
\$ 4,000.00	\$ 4,000.00
\$ 10,600.00	\$ 10,600.00
\$ 1,780.00	\$ 1,780.00
\$ 400.00	\$ 2,000.00
\$ 1,000.00	\$ 1,000.00
\$ 4,000.00	\$ 4,000.00
\$ 23,000.00	\$ 23,000.00
\$ 155.00	\$ 145,700.00
\$ 400.00	\$ 10,800.00
\$ 240.00	\$ 24,000.00
\$ 280.00	\$ 22,400.00
\$ 275.00	\$ 2,750.00
\$ 120.00	\$ 3,120.00
\$ 110.00	\$ 90,750.00
\$ 145.00	\$ 145,000.00
\$ 22.00	\$ 10,890.00
\$ 7.25	\$ 18,125.00
\$ 1,350.00	\$ 16,200.00
\$ 1,530.00	\$ 52,020.00
\$ 4.00	\$ 11,300.00
\$ 2,900.00	\$ 5,800.00
\$ 1,800.00	\$ 1,800.00
\$ 2,400.00	\$ 84,000.00
\$ 1,100.00	\$ 3,960.00
\$ 50.00	\$ 3,000.00
\$ 1,350.00	\$ 45,900.00
\$ 1,400.00	\$ 67,200.00
\$ 26.00	\$ 3,120.00
\$ 20.00	\$ 3,000.00
\$ 650.00	\$ 1,300.00
\$ 500.00	\$ 37,500.00
\$ 33,000.00	\$ 132,000.00
\$ 350.00	\$ 28,000.00
\$ 20.00	\$ 10,400.00
\$ 2.00	\$ 12,300.00
\$ 2.00	\$ 4,800.00
\$ 385,000.00	\$ 385,000.00
\$ 12,000.00	\$ 12,000.00
\$ 175,000.00	\$ 175,000.00
\$ 3,000.00	\$ 6,000.00
\$ 13,000.00	\$ 13,000.00

\$ 1,637,015.00

16%

REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS

BOARD MEETING DATE: November 6, 2018

CATEGORY: Consent - Public Works-16.

SUBJECT:

Gas Point Road Widening 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 “Gas Point Road Widening Project,” Contract No. 702976, and record it within 15 days of actual completion.

SUMMARY

Gas Point Road Widening Project improvements will soon be completed.

DISCUSSION

On July 24, 2018, Sunrise Excavating was awarded the contract for construction on the Gas Point Road Widening Project. The project included a two-way left turn lane and widened shoulders along Gas Point Road from Stonegate Drive to Charles Street. Work will be completed by the end of November.

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 \$1,800,000. Federal funds will cover \$1,270,000. Adequate funds are included in the Adopted FY 2018/19 Roads budget. There is no General Fund impact.

REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS

BOARD MEETING DATE: November 6, 2018

CATEGORY: Consent - Public Works-17.

SUBJECT:

Guardrail Repair (Off-System Roadways) – Award Construction Contract

DEPARTMENT: Public Works

Supervisory District No. : 2

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

STAFF REPORT APPROVED BY: Pat Minturn, Public Works Director

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

RECOMMENDATION

Award to the lowest responsive and responsible bidder, Apex Fence Co., Inc., on a unit cost basis, the contract for construction of the “Guardrail Repair (Off-System Roadways) Project,” Contract No. 704010-OFF SYS, in the amount of \$178,819.63.

SUMMARY

The low bidder on the Guardrail Repair (Off-System Roadways) Project is Apex Fence Co., Inc.

DISCUSSION

Several miles of guardrail were damaged by the Carr Fire. Most of the repair cost is eligible for disaster funding. On October 2, 2018, the Board approved plans and specifications for the project. On October 26, 2018, three bids were received and opened. It is recommended that the Board award the contract to Apex Fence Co., Inc. in the amount of \$178,819.63.

ALTERNATIVES

The Board may decline to award the work at this time. The damaged guardrail would not be repaired.

OTHER AGENCY INVOLVEMENT

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

FINANCING

The total project cost estimate is \$300,000. FEMA funds will cover 75% and state funds will cover 18.75%. Adequate funds

have been included in the Adopted FY 2018/19 Road Fund budget. There is no General Fund Impact.

ATTACHMENTS:

Description	Upload Date	Description
Bid Summary Detail	10/29/2018	Bid Summary Detail

BID SUMMARY DETAIL

BID OPENING DATE: October 26, 2018

STATE OF CALIFORNIA
COUNTY OF SHASTA
DEPARTMENT OF PUBLIC WORKS



PROJECT:
CONTRACT NO.:

Guardrail Repair (Off-System Roadways)
704010 OFF-SYS

Page 1 of 1

PREPARED BY: Stuart Davis DATE: 10/26/18
CHECKED BY: Shawn O'Day DATE: 10/26/18

ENGINEER'S ESTM.
SHASTA COUNTY
PUBLIC WORKS DEPT.

LOWEST RESPONSIVE BIDDER

Apex Fence Co. Inc.
19896 Alexander Ave.
Anderson, CA 96007

2nd BIDDER

Highway Specialty Company Inc.
PO Box 141
Palo Cedro, CA 96073

3rd BIDDER

Coral Construction Company
PO Box 347
Wilsonville OR, 97070

NO	TYPE	CODE	ITEM DESCRIPTION	UNITS	BID QUANTITY	UNIT PRICE	TOTAL
1		120100	TRAFFIC CONTROL SYSTEM	LS	1.00	\$ 30,000.00	\$ 30,000.00
2		130100	JOB SITE MANAGEMENT	LS	1.00	\$ 5,000.00	\$ 5,000.00
3		141120	TREATED WOOD WASTE	LS	1.00	\$ 50,000.00	\$ 50,000.00
4		831949	LINE POST (WOOD, 6"x8"x1'-2")	EA	117.00	\$ 125.00	\$ 14,625.00
5		831950	LINE POST (WOOD, 8"x8"x7'-0")	EA	136.00	\$ 125.00	\$ 17,000.00
6		831951	LINE POST (WOOD, 10"x10"x8'-0")	EA	10.00	\$ 125.00	\$ 1,250.00
7		831952	LINE POST (STEEL, W6x8.5x6'-0")	EA	7.00	\$ 125.00	\$ 875.00
8		831953	SPECIAL POST (WOOD, FOR SRT-350, PC 6058B)	EA	1.00	\$ 125.00	\$ 125.00
9		831954	SPECIAL POST (WOOD, FOR SRT-350, PC 4063B)	EA	26.00	\$ 125.00	\$ 3,250.00
10		831955	SPECIAL POST (WOOD, FOR ET-PLUS, PN 4147B)	EA	1.00	\$ 125.00	\$ 125.00
11		831956	SPECIAL POST (WOOD, FOR ET-PLUS, PN 4063B)	EA	1.00	\$ 125.00	\$ 125.00
12		831957	SPECIAL POST (WOOD, FOR SFT END ANCHOR)	EA	4.00	\$ 125.00	\$ 500.00
13		832003	METAL BEAM GUARD RAILING (WOOD POST)	LF	418.75	\$ 45.00	\$ 18,843.75
14		832006	MIDWEST GUARDRAIL SYSTEM (STEEL POST)	LF	343.75	\$ 45.00	\$ 15,468.75
15		832017	MIDWEST GUARDRAIL SYSTEM (8' STEEL POST)	LF	2,700.00	\$ 65.00	\$ 175,500.00
16		839553	END SECTION (ROUNDED)	EA	13.00	\$ 200.00	\$ 2,600.00
17		839581	END ANCHOR ASSEMBLY (TYPE SFT)	EA	13.00	\$ 1,100.00	\$ 14,300.00
18		839584	ALTERNATIVE IN-LINE TERMINAL SYSTEM	EA	3.00	\$ 4,000.00	\$ 12,000.00
19		839585	ALTERNATIVE FLARED TERMINAL SYSTEM	EA	5.00	\$ 4,000.00	\$ 20,000.00
20		839752	REMOVE GUARDRAIL	LF	3,887.50	\$ 10.00	\$ 38,875.00
TOTALS							\$ 420,462.50

PERCENTAGE UNDER OR OVER ENGINEER'S ESTIMATE →

UNIT PRICE	TOTAL
\$ 23,500.00	\$ 23,500.00
\$ 1,500.00	\$ 1,500.00
\$ 3,000.00	\$ 3,000.00
\$ 7.00	\$ 819.00
\$ 65.00	\$ 8,840.00
\$ 150.00	\$ 1,500.00
\$ 60.00	\$ 420.00
\$ 55.00	\$ 55.00
\$ 60.00	\$ 1,560.00
\$ 55.00	\$ 55.00
\$ 55.00	\$ 55.00
\$ 100.00	\$ 400.00
\$ 30.50	\$ 12,771.88
\$ 36.00	\$ 12,375.00
\$ 26.00	\$ 70,200.00
\$ 200.00	\$ 2,600.00
\$ 650.00	\$ 8,450.00
\$ 3,000.00	\$ 9,000.00
\$ 2,400.00	\$ 12,000.00
\$ 2.50	\$ 9,718.75
\$ 178,819.63	

-57%

Note: \$0.01 bid discrepancy on item 13 from rounding error.

UNIT PRICE	TOTAL
\$ 27,760.00	\$ 27,760.00
\$ 5,000.00	\$ 5,000.00
\$ 3,500.00	\$ 3,500.00
\$ 155.00	\$ 18,135.00
\$ 165.00	\$ 22,440.00
\$ 295.00	\$ 2,950.00
\$ 160.00	\$ 1,120.00
\$ 75.00	\$ 75.00
\$ 155.00	\$ 4,030.00
\$ 75.00	\$ 75.00
\$ 155.00	\$ 155.00
\$ 75.00	\$ 300.00
\$ 29.00	\$ 12,143.75
\$ 31.00	\$ 10,656.25
\$ 21.50	\$ 58,050.00
\$ 150.00	\$ 1,950.00
\$ 700.00	\$ 9,100.00
\$ 3,000.00	\$ 9,000.00
\$ 2,300.00	\$ 11,500.00
\$ 3.00	\$ 11,662.50
\$ 209,602.50	

-50%

UNIT PRICE	TOTAL
\$ 40,800.00	\$ 40,800.00
\$ 3,800.00	\$ 3,800.00
\$ 7,000.00	\$ 7,000.00
\$ 35.00	\$ 4,095.00
\$ 200.00	\$ 27,200.00
\$ 400.00	\$ 4,000.00
\$ 200.00	\$ 1,400.00
\$ 125.00	\$ 125.00
\$ 185.00	\$ 4,810.00
\$ 125.00	\$ 125.00
\$ 185.00	\$ 185.00
\$ 125.00	\$ 500.00
\$ 36.00	\$ 15,075.00
\$ 40.00	\$ 13,750.00
\$ 43.00	\$ 116,100.00
\$ 100.00	\$ 1,300.00
\$ 1,100.00	\$ 14,300.00
\$ 3,950.00	\$ 11,850.00
\$ 3,250.00	\$ 16,250.00
\$ 8.00	\$ 31,100.00
\$ 313,765.00	

-25%

REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS

BOARD MEETING DATE: November 6, 2018

CATEGORY: Consent - Public Works-18.

SUBJECT:

Septage Pond Cleanout Project – 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 “2018 Redding Regional Septage Impoundment 1B Cleanout Project,” Contract No. 207513, and record it within 15 days of actual completion of the work.

SUMMARY

The routine removal of residual septage solids at the County’s septage disposal facility is complete.

DISCUSSION

On April 10, 2018, Santoro Custom Excavating and Landscaping was awarded the contract for the Redding Regional Septage Impoundment 1B Cleanout project. The project entailed drying residual septage solids contained within one of the facility’s impoundments and disposing of the dried material at the Anderson Landfill. This work is complete.

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 County Administrative Office has reviewed the recommendation.

FINANCING

The total cost of this project is estimated to be \$230,000. 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: November 6, 2018

CATEGORY: Consent - Public Works-19.

SUBJECT:

Vehicle Bids

DEPARTMENT: Public Works

Supervisory District No. : All

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

STAFF REPORT APPROVED BY: Pat Minturn, Public Works Director

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

RECOMMENDATION

Take the following actions: (1) Approve and authorize the Support Services Department-Purchasing Unit (County Purchasing) to establish a vehicle price list for the remainder of Fiscal Year 2018-19 based on the lowest responsive bids; (2) approve and authorize County Purchasing to award Request for Bid (RFB) No. 19-04 for the purchase of County Fleet Vehicles to: (a) Lithia Toyota for 2019 mid-size sedans; (b) Lithia Chevrolet for 2019 full-size sedans; and (c) SJ Denham for 2019 7-passenger vans and 2019 AWD/4WD SUVs; (3) approve and authorize County Purchasing to award RFB No. 19-05 for the purchase of Law Enforcement vehicles to: (a) SJ Denham for 2019 Dodge Charger Pursuit and 2019 Dodge Durangos; and (b) Lithia Chevrolet for 2019 Chevy Tahoe Police Pursuit Vehicles; and (4) approve and authorize Fleet Management to purchase these vehicles for County Departments for the remainder of FY 2018-19.

SUMMARY

Bids have been opened to establish a price list for vehicles to be purchased in FY 2018-19.

DISCUSSION

County Purchasing has issued two Request for Bids (RFB) to replace worn out vehicles. Eleven vendors submitted bids for Fleet vehicles (RFB 19-04) and eight vendors submitted bids for Law Enforcement vehicles (RFB 19-05). Notices of Intent to Award were mailed to all bidders and the 10-day protest period ended on October 18, 2018. The lowest responsive bids are tabulated below. Fleet Management will issue Purchase Orders for individual vehicles if and as they are needed.

RFB	Vendor	Vehicle	Unit Price	Anticipated Quantity
19-04	Lithia Toyota	2019 Toyota Corolla	\$19,538.30	1
19-04	Lithia Chevrolet	2019 Chevy Malibu	\$20,600.49	1
19-04	SJ Denham	2019 Grand Caravan	\$22,062.54	1
19-04	SJ Denham	2019 Dodge Durango	\$28,492.18	1

19-05	SJ Denham	2019 Dodge Charger Pursuit	\$30,292.90	3
19-05	SJ Denham	2019 Dodge Durango	\$28,492.18	1
19-05	Lithia Chevrolet	2019 Chevy Tahoe Police Pursuit	\$41,505.12	1

-

ALTERNATIVES

The Board may elect to solicit bids for each purchase. Economies of scale would be foregone.

OTHER AGENCY INVOLVEMENT

County Purchasing managed the RFB process. The County Administrative Office has reviewed this recommendation.

FINANCING

The Adopted FY 2018-19 Fleet Management Budget includes sufficient appropriation authority for the activities described in this report. There is no additional General Fund impact.

REPORT TO SHASTA COUNTY HOUSING AUTHORITY

BOARD MEETING DATE: November 6, 2018

CATEGORY: .-1.

SUBJECT:

Budget Amendment and Salary Resolution associated with amending the Shasta County Position Allocation List.

DEPARTMENT: Housing Authority

Supervisory District No. : All

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

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

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

RECOMMENDATION

Take the following actions: (1) Approve a budget amendment increasing Salary & Benefit appropriations and revenue by \$18,791, offset with use of fund balance, in the Housing Authority budget; and (2) adopt a salary resolution, effective November 11, 2018, which amends the County Position Allocation List to delete 0.5 Full Time Equivalent (FTE) Assistant Social Worker/Social Worker position allocation and add 1.0 FTE Assistant Social Worker/Social Worker position allocation in the Housing Authority budget.

SUMMARY

N/A

DISCUSSION

The Family Self Sufficiency (FSS) is a program that enables U.S. Housing and Urban Development (HUD)-assisted families to increase their earned income and reduce dependency on welfare assistance and rental subsidies. FSS coordinators coach program participants, conduct needs assessments, provide referrals to services, and assist participants in achieving the goals established in their family's individual training and services plan (ITSP). FSS coordinators maintain program records, build partnerships with service providers, report program outcomes, and maintain interest-bearing escrow accounts for participating families until they graduate the program and the moneys are accessible.

The Housing and Community Action Program department is requesting a budget amendment, increasing Salaries and Benefits appropriations by \$18,791 to reflect the deletion of 0.5 FTE Assistant Social Worker/Social Worker in order to add 1.0 FTE Assistant Social Worker/Social Worker to serve as the FSS coordinator. The amendment includes a revenue offset from fund balance (fund 00856) which has a balance sufficient to fund the position for three years. Additionally, the Housing and Community Action Program department is proposing a salary resolution to adjust the Position Allocation List accordingly. Should the department increase the number of FSS participants to 50 then the department may apply to HUD for full time

funding for the position.

ALTERNATIVES

The Board may choose not to approve the recommendation (which will preclude the department from serving additional FSS participants), may defer consideration to a future date, or may provide alternate direction to staff.

OTHER AGENCY INVOLVEMENT

Support Services-Personnel has prepared the Salary Resolution and reviewed this recommendation in conjunction with the Housing and Community Action Agency department. The Auditor-Controller reviewed the budget amendment. The County Administrative Office has reviewed this recommendation.

FINANCING

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

- CC: Larry Lees, County Executive Officer
 Terri Howat, County Chief Financial Officer
 Julie Hope, Principal Administrative Analyst
 Ayla Tucker, Administrative Analyst I
 Laura Burch, Director of Housing/Community Action Agency
 Brian Muir, Auditor-Controller
 Shelley Forbes, Assistant Director of Support Services
 Kari Hallstrom, Personnel Analyst II
 Melissa Mansfield, Agency Staff Services Analyst I-Confidential

ATTACHMENTS:

Description	Upload Date	Description
Salary Resolution	10/25/2018	Salary Resolution
Budget Amendment	10/25/2018	Budget Amendment

SALARY RESOLUTION NO.

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COUNTY OF SHASTA
AMENDING THE SHASTA COUNTY CLASSIFICATION SPECIFICATIONS, SHASTA COUNTY
SALARY SCHEDULE, AND SHASTA COUNTY POSITION ALLOCATION LIST**

BE IT FURTHER RESOLVED that effective November 11, 2018 the following amendments are made to the Shasta County Position Allocation List for positions in County service:

<u>Footnotes</u>	<u>Classification Title</u>	<u>Class. Unclass</u>	<u>No. of Positions</u>	<u>FTE</u>	<u>Unique Position Number</u>	<u>Schedule</u>	<u>Range</u>	<u>Approx. Monthly A Step</u>	<u>Equiv. Salary F Step</u>
HOUSING & COMM ACTION PROGRAM – Budget Code 54300									
<u>DELETE</u>									
60	Assist Social Worker, or	C	1	.5	1544	UPEC	418	3101	3958
60	Social Worker	C				UPEC	448	3589	4581
<u>ADD</u>									
60	Assist Social Worker, or	C	1	1.0		UPEC	418	3101	3958
60	Social Worker	C				UPEC	448	3589	4581

DULY PASSED AND ADOPTED this 6th day of November, 2018 by the Board of Supervisors of the County of Shasta by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:
RECUSE:

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

ATTEST:

LAWRENCE G. LEES
Clerk of the Board of Supervisors

By _____
Deputy



Shasta County

DEPARTMENT OF HOUSING AND COMMUNITY ACTION PROGRAMS

Shasta County Administration Center
1450 Court Street, Suite 108
Redding, CA 96001-1661
Phone: (530) 225-5160 FAX: (530) 225-5178

Laura Burch, Director
Housing Authority
Community Action Agency

DATE: October 18, 2018

TO: Brian Muir, Auditor-Controller
Larry Lees, CEO

FROM: Laura Burch, Director of Housing/Community Action Agency

RE: Budget Amendment for FY 2018/2019

A budget amendment is requested in the Housing Authority Budget Unit 54300 for FY 2018/2019.

The Department of Housing and Community Action Programs plans to present this item to the Board of Supervisors at the November 6, 2018 meeting.

This amendment includes a revenue offset from fund 00856 in support of HUD's Family Self Sufficiency program through expanding prior budgeted assistant social worker position to full time social worker I.

If you should have any questions or need any additional information, please let me know.

cc: Julie Hope, Principal Administrative Analyst, County Administrative Office
Terri Howat, County Chief Financial Officer

VB

Increase <Decrease>

Increase <Decrease>

0

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REPORT TO SHASTA COUNTY WATER AGENCY

BOARD MEETING DATE: November 6, 2018

CATEGORY: Shasta County Water Agency Item - Consent-2.

SUBJECT:

WIIN Act CVP Negotiations

DEPARTMENT: Public Works
Water Agency

Supervisory District No. : All

DEPARTMENT CONTACT: Pat Minturn, Chief Engineer, (530) 225-5661

STAFF REPORT APPROVED BY: Pat Minturn, Chief Engineer

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

RECOMMENDATION

Adopt a resolution which designates the following staff as negotiators for the Water Infrastructure Improvement for the Nation (WIIN) Act conversion process: James Ross, Assistant County Counsel; David Yorton, Senior Deputy County Counsel; Pat Minturn, Chief Engineer; Eric Wedemeyer, Supervising Engineer; and Charleen Beard, Supervising Engineer.

SUMMARY

Negotiations with the federal government are proposed regarding Central Valley Project capital cost repayment.

DISCUSSION

The U.S. Bureau of Reclamation (Bureau) constructed the Central Valley Project (CVP). The Water Agency entered into a contract with the Bureau for up to 1,024 AF of CVP water. The federal government initially funded the CVP's capital cost to be repaid by the water users. Our remaining capital debt is about \$10,000. Contractors may elect to pay off their debt early per the Water Infrastructure Improvement for the Nation (WIIN) Act. Contracts become evergreen and transfers may be enabled. The Bureau is preparing to initiate negotiations.

ALTERNATIVES

The Board may designate other negotiators or decline to participate in negotiations.

OTHER AGENCY INVOLVEMENT

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

FINANCING

Adequate funds have been included in the adopted FY 2018-19 Water Agency budget to participate in the proposed negotiations.

ATTACHMENTS:

Description	Upload Date	Description
WIIN Act Negotiators Resolution	10/24/2018	WIIN Act Negotiators Resolution

WATER AGENCY RESOLUTION NO. 2018-

**RESOLUTION OF THE BOARD OF DIRECTORS OF
THE SHASTA COUNTY WATER AGENCY
AUTHORIZING STAFF TO NEGOTIATE ON BEHALF OF THE WATER AGENCY
FOR CONVERSION OF THE WATER AGENCY'S WATER SERVICE CONTRACT
TO A REPAYMENT CONTRACT AS AUTHORIZED UNDER THE WATER
INFRASTRUCTURE IMPROVEMENTS FOR THE NATION (WIIN) ACT WITH THE
UNITED STATES OF AMERICA**

WHEREAS, Shasta County Water Agency initially entered into Contract No. 14-06-200-3367A, on June 30, 1967, in pursuance generally of the Act of June 17, 1902 (32 stat. 388), and acts amendatory thereof or supplementary thereto, all collectively hereinafter referred to as the Federal Reclamation Laws, between the United States of America, hereinafter referred to as the United States, and the Shasta County Water Agency, a political subdivision of the State of California, duly organized, existing and acting pursuant to the laws thereof, with its principal place of business in Redding, California; and

WHEREAS, Keswick Community Services District initially entered into Contract No. 14-06-200-1307A, on September 16, 1964, in pursuance generally of the Act of June 17, 1902 (32 stat. 388), and acts amendatory thereof or supplementary thereto, all collectively hereinafter referred to as the Federal Reclamation Laws, between the United States of America and the Keswick Community Services District, a political subdivision of the State of California, duly organized, existing and acting pursuant to the laws thereof, with its principal place of business in Redding, California; and

WHEREAS, the Shasta Local Agency Formation Commission dissolved Keswick Community Services District and reorganized it as County Service Area No. 25-Keswick Water on November 1, 1990, and the Shasta County Water Agency assumed contractual duties for Contract No. 14-06-200-1307A; and

WHEREAS, pursuant to subsection 3404(c)(1) of the Central Valley Project Improvement Act (CVPIA), the Shasta County Water Agency and the United States, beginning on December 28, 1994, entered into successive interim renewal providing for continued water service from March 1, 2004, through February 28, 2006; and

WHEREAS, Shasta County Water Agency entered into Contract No. 14-06-200-3367A-LTR1 on February 25, 2005, with the United States of America, Department of the Interior, Bureau of Reclamation, for water service from the Central Valley Project; and

WHEREAS, Contract No. 14-06-200-3367A-LTR1 contained assignment of Contract No. 14-06-200-1307A; and

WHEREAS, the above-reference contract expires on February 28, 2045; and

Water Agency Resolution No. 2018-
November 6, 2018
Page 2 of 2

WHEREAS, Contractor has requested a conversion of the above referenced contract as authorized under the Water Infrastructure Improvements for the Nation (WIIN) Act, in order that water service from the Central Valley Project may continue as a Repayment Contract.

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors of the Shasta County Water Agency hereby authorizes the following staff negotiate on behalf of the Shasta County Water Agency for the conversion of District's Water Service Contract to a Repayment Contract as authorized under the Water Infrastructure Improvement for the Nation (WIIN) Act: Chief Engineer of the Shasta County Water Agency, Patrick J. Minturn; Supervising Engineer, Eric Wedemeyer; Supervising Engineer, Charleen Beard; Senior Deputy County Counsel, David Yorton; and Assistant County Counsel, James Ross.

DULY PASSED AND ADOPTED this 6th day of November, 2018 by the Board of Directors of the Shasta County Water Agency by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:
RECUSE:

LES BAUGH, CHAIRMAN
Shasta County Water Agency
County of Shasta
State of California

ATTEST:

LAWRENCE G. LEES
Clerk of the Shasta County Water Agency

By _____
Deputy

REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS

BOARD MEETING DATE: November 6, 2018

CATEGORY: Regular - General Government-4.

SUBJECT:

Resolution Adopting the Memorandum of Understanding between the Shasta County Deputy Sheriffs' Association for the Deputy Sheriff, Sergeant and District Attorney Investigator Unit and the County of Shasta and a Salary Resolution Amending the Salary Schedule for Positions in County Service

DEPARTMENT: Support Services-Personnel

Supervisory District No. : All

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

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

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

RECOMMENDATION

Take the following actions: (1) Adopt a resolution approving a successor comprehensive Memorandum of Understanding (MOU) with the Shasta County Deputy Sheriffs' Association (DSA) for the Deputy Sheriff, Sergeant and District Attorney Investigator Unit (DSS/DAI) covering the period September 1, 2018, through August 31, 2020; and (2) adopt a salary resolution effective November 11, 2018 which amends the Salary Schedule for positions in County Service pursuant to the DSA-DSS/DAI MOU.

SUMMARY

N/A

DISCUSSION

Negotiations with DSA-DSS/DAI began in January of 2018. The MOU current at that time was due to expire on August 31, 2018. After efforts from both DSA-DSS/DAI and the County, a proposal was brought to and ratified by the DSA-DSS/DAI bargaining team members on October 17, 2018. The terms of the MOU have been reviewed and discussed with the Board. The Board is now being asked to formally approve the MOU for this bargaining unit which specifies wages, benefits, and other terms and conditions of employment for a term through August 31, 2020.

The most significant aspect of the successor MOU is the following stipulations:

1. Effective the pay period beginning with November 11, 2018, unit employee salaries will be increased by three percent (3%);
2. Effective the pay period beginning with September 1, 2019, unit employee salaries will be increased by four percent (4%);
3. Effective November 11, 2018, implement Resident Deputy Housing Allowance as follows: During the period of time a Deputy Sheriff is assigned by Management to live in and service a specific unincorporated community as a Resident

Deputy on a continuous basis, the employee will receive \$5,000 per year as a housing allowance, paid with regular payroll in equal installments.

In addition, there were clerical and other minor changes made to this successor MOU in order to be consistent with other County MOU's and the Shasta County Personnel Rules.

The DSA-DSS/DAI bargaining team and unit employees should be recognized for their professionalism throughout the bargaining process that led to this agreement.

ALTERNATIVES

There are no alternatives since the proposed MOU is the product of a good faith process in which both DSA-DSS/DAI and County have reached an agreement.

OTHER AGENCY INVOLVEMENT

The County Administrative Office has reviewed the recommendation and has the concurrence of the County Executive Officer (CEO). The Auditor-Controller was advised of this recommendation. Gage Dungy, Partner of Liebert Cassidy Whitmore, served as the County's Chief Labor Negotiator during this process.

FINANCING

For the term of this MOU, the recommendation equates to an approximate cost of \$670,000 (approximately \$180,000 is General Fund) due to the increase of employee salaries and benefits.

CC: Larry Lees, County Executive Officer
Terri Howat, County Chief Financial Officer
Brian Muir, Auditor-Controller
Shelley Forbes, Assistant Director of Support Services
Kari Hallstrom, Personnel Analyst II
Linda Mekelburg, Agency Staff Services Analyst II - Conf
Gage Dungy, Chief Negotiator for the County
Steve Allen, Chief Negotiator for DSA-DSS/DAI
Mark Dudley, President for DSA-DSS/DAI

ATTACHMENTS:

Description	Upload Date	Description
Resolution	10/29/2018	Resolution
DSA - DSS/DAI Salary Resolution	10/30/2018	DSA - DSS/DAI Salary Resolution
DSA - DSS/DAI MOU - Redlined	10/29/2018	DSA - DSS/DAI MOU - Redlined
DSA - DSS/DAI MOU - Final	10/29/2018	DSA - DSS/DAI MOU - Final

RESOLUTION NO.

**A RESOLUTION OF THE BOARD OF SUPERVISORS
OF THE COUNTY OF SHASTA
ADOPTING THE COMPREHENSIVE MEMORANDUM OF
UNDERSTANDING WITH THE SHASTA COUNTY DEPUTY SHERIFFS'
ASSOCIATION FOR THE DEPUTY SHERIFF, SERGEANT, AND DISTRICT
ATTORNEY INVESTIGATOR UNIT, AND IMPLEMENTING THE PROVISIONS
THEREOF**

BE IT RESOLVED that the Shasta County Board of Supervisors adopts the comprehensive Memorandum of Understanding with the Shasta County Deputy Sheriffs' Association for the Deputy Sheriff, Sergeant, and District Attorney Investigator Unit governing the period commencing September 1, 2018 and ending August 31, 2020, a copy of which is attached hereto and incorporated herein by reference, and

BE IT FURTHER RESOLVED that this resolution implements completely and in all respects those provisions of the above references comprehensive Memorandum of Understanding.

DULY PASSED AND ADOPTED this 6th day of November, 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

SALARY RESOLUTION NO.**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COUNTY OF SHASTA
AMENDING THE SHASTA COUNTY SALARY SCHEDULE**

BE IT RESOLVED that effective November 11, 2018, the following amendments are made to the Shasta County Salary Schedule for positions in County service:

Footnotes Footnote Language

ADD

78 During the period of time a Deputy Sheriff is assigned by Management to live in and service a specific unincorporated community as a Resident Deputy on a continuous basis, the employee shall receive \$5,000 per year as a housing allowance, paid with regular payroll in equal installments.

<u>Footnotes</u>	<u>Classification Title</u>	<u>Class. Unclass.</u>	<u>Schedule</u>	<u>Range</u>	<u>Approx. Monthly A Step</u>	<u>Equiv. Salary F Step</u>
<u>FROM</u>						
	Deputy Sheriff Trainee	C	DSAS	F24	4138	4138
1,4,5,9,10,18,24	Deputy Sheriff (Entry Level)	C	DSAS	F25	4344	4344
1,4,5,9,10,18,24	Deputy Sheriff	C	DSAS	487	4561	5822
4,5,10,18	District Attorney's Invest I	C	DSAS	492	4674	5966
4,5,10,18	District Attorney's Invest II	C	DSAS	512	5154	6578
4,5	Sergeant	C	DSAS	512	5154	6578
4,5	Suprvsg District Atty's Invest	C	DSAS	542	5966	7615
<u>TO</u>						
	Deputy Sheriff Trainee	C	DSAS	F24	4262	4262
1,4,5,9,10,18,24,78	Deputy Sheriff (Entry Level)	C	DSAS	F25	4474	4474
1,4,5,9,10,18,24,78	Deputy Sheriff	C	DSAS	487	4698	5997
4,5,10,18	District Attorney's Invest I	C	DSAS	492	4815	6145
4,5,10,18	District Attorney's Invest II	C	DSAS	512	5309	6775

Salary Resolution
November 6, 2018
Page 2 of 3

<u>Footnotes</u>	<u>Classification Title</u>	<u>Class. Unclass.</u>	<u>Schedule</u>	<u>Range</u>	<u>Approx. Monthly A Step</u>	<u>Equiv. Salary F Step</u>
4,5,78	Sergeant	C	DSAS	512	5309	6775
4,5	Suprvsg District Atty's Invest	C	DSAS	542	6145	7843

BE IT FURTHER RESOLVED that effective September 1, 2019, the following amendments are made to the Shasta County Salary Schedule for positions in County service:

<u>Footnotes</u>	<u>Classification Title</u>	<u>Class. Unclass.</u>	<u>Schedule</u>	<u>Range</u>	<u>Approx. Monthly A Step</u>	<u>Equiv. Salary F Step</u>
<u>FROM</u>						
	Deputy Sheriff Trainee	C	DSAS	F24	4262	4262
1,4,5,9,10,18,24,78	Deputy Sheriff (Entry Level)	C	DSAS	F25	4474	4474
1,4,5,9,10,18,24,78	Deputy Sheriff	C	DSAS	487	4698	5997
4,5,10,18	District Attorney's Invest I	C	DSAS	492	4815	6145
4,5,10,18	District Attorney's Invest II	C	DSAS	512	5309	6775
4,5,78	Sergeant	C	DSAS	512	5309	6775
4,5	Suprvsg District Atty's Invest	C	DSAS	542	6145	7843
<u>TO</u>						
	Deputy Sheriff Trainee	C	DSAS	F24	4432	4432
1,4,5,9,10,18,24,78	Deputy Sheriff (Entry Level)	C	DSAS	F25	4653	4653
1,4,5,9,10,18,24,78	Deputy Sheriff	C	DSAS	487	4886	6236
4,5,10,18	District Attorney's Invest I	C	DSAS	492	5007	6391
4,5,10,18	District Attorney's Invest II	C	DSAS	512	5521	7046
4,5,78	Sergeant	C	DSAS	512	5521	7046
4,5	Suprvsg District Atty's Invest	C	DSAS	542	6391	8157

Salary Resolution
November 6, 2018
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DULY PASSED AND ADOPTED this 6th day of November, 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

**COUNTY OF SHASTA
AND THE
SHASTA COUNTY DEPUTY SHERIFFS' ASSOCIATION**

**MEMORANDUM OF UNDERSTANDING
FOR THE**

**DEPUTY SHERIFF, SERGEANT
AND
DISTRICT ATTORNEY INVESTIGATOR UNIT**



September 1, ~~2016~~2018 through August 31, 202018

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ARTICLE 1. PARTIES

This Agreement is entered into on ~~September 1, 2016~~ November 6, 2018, by and between the County of Shasta (hereinafter referred to “Employer” or “County”) and the Shasta County Deputy Sheriffs’ Association (hereinafter referred to as “Association”).

Unless otherwise defined, all references to “days” shall mean calendar days.

ARTICLE 2. AUTHORIZED AGENTS

For the purpose of administering the terms and provisions of this Agreement, the following agents or their designees have been identified:

A. County’s principal authorized agent shall be:

County Executive Officer
County of Shasta
1450 Court Street, Suite 308 A
Redding, CA 96001

Copy to: Director of Support Services
1450 Court Street, Suite 348
Redding, CA 96001

B. Association’s principal authorized agent shall be:

President
Shasta County Deputy Sheriffs’ Association
1800 Park Marina Drive
Redding, CA 96001

Copy to: Steve Allen, Goyette & Associates
1800 Park Marina Drive
Redding, CA 96001

ARTICLE 3. RECOGNITION AND ASSOCIATION TIME BANK

A. Recognition.

The Employer recognizes the Association as the collective bargaining agent for all regular and probationary full-time and part-time employees (1/2 time or more) in the job classifications listed in Attachment A but excluding extra help employees.

B. Association Time Bank.

1. Association members may voluntarily donate vacation leave credits, holiday leave credits, or compensatory time off credits to an Association Time Bank (Time Bank) by designating the type and amount of leave credit on a card provided to the County for that

purpose by the Association. All such donation cards shall be signed by the member. Donations shall be in whole hour increments, and a member may not request withdrawal of any hours so donated. Additionally, all vacation hours not accrued by an employee as a result of exceeding the maximum vacation accrual limit will be put into the Vacation Donation Bank.

2. Association members designated by the Association shall be eligible to use the Time Bank to perform Association business. Such use is subject to reasonable advance request by the Association and approval by the Department Head. Requests shall be reviewed in the same manner that requests to use compensatory time are reviewed, including instances when the department is required to use another employee to fill in on an overtime basis. Should a request be granted which requires using a fill-in employee on an overtime basis to replace the employee released from duty on time bank leave, then the additional one-half (1/2) time shall also be deducted from the time bank.
3. Approved time off will be in whole hour increments. Members may not use Time Bank hours in excess of the accrual balance in the Time Bank.
4. The County agrees to implement such administrative procedures as are necessary in order to implement the transfer of leave credits and tracking the bank balance. Reasonable fees may be charged by the County for the administration of this program.
5. The parties agree this Time Bank program is separate from, and not governed by, the time off provisions as provided in section 3505.3 of the Government Code.

The parties agree that this Time Bank program is in lieu of any program authorized by any time bank or similar law enacted by the State of California. The parties each expressly waive the provisions of any such law for the duration of the term of this Agreement.

ARTICLE 4. COUNTY RIGHTS AND RESPONSIBILITIES

County retains, solely and exclusively, all the rights, powers, and authority exercised or held prior to the execution of this Agreement, except as expressly limited by a specific provision of this Agreement. Without limiting the generality of the foregoing, the rights, powers, and authority retained solely and exclusively by the County and not abridged herein, include, but are not limited to the following: To manage and direct its business and personnel; to manage, control, and determine the mission of its departments, building facilities, and operations; to create, change, combine, or abolish jobs, policies, departments, and facilities in whole or in part; to subcontract or discontinue work for economic or operational reasons; to direct the work force; to increase or decrease the work force, temporarily furlough employees for economic reasons, and determine the number of employees needed; to hire, assign, transfer, promote, and maintain the discipline and efficiency of its employees; to establish work standards, schedules of operation, and reasonable work load; to specify or assign work requirements and require overtime; to schedule working hours and shifts; to adopt rules of conduct and penalties for violation thereof; to determine the type and scope of work to be performed by County employees and the services to be provided; to classify positions; to establish initial salaries of new job classifications after notification of the Association; to determine the methods, processes, means, and places of providing services; and to take whatever action necessary to prepare for and operate in an emergency.

ARTICLE 5. PROBATIONARY PERIOD

- A. **Initial Probation.** Upon initial appointment as Deputy Sheriff, employees shall serve the equivalent of eighteen (18) months of full-time service as a probationary period. Upon initial appointment as a District Attorney's Investigator or as a lateral hire Deputy Sheriff, employees shall serve the equivalent of twelve (12) months of full-time service as a probationary period. During the probationary period, an employee may be dismissed without cause or right of appeal.
- B. **Promotional Probation.** Upon promotion to a different job classification with a higher salary schedule, an employee shall serve the equivalent of twelve (12) months of full-time service as a probationary period, during which time the employee may be returned to the employee's previous job classification without cause or right of appeal, provided the employee achieved permanent status in the previous class.
- C. **Probationary Period Completion.** Any accumulated time absent during the probationary period for a period of more than one hundred and sixty (160) hours shall serve to extend the employee's probationary period for the total period of absence.
- D. **Rejection from Probation.** Rejection during a probationary period is not a disciplinary action. The decision to release an employee from probation must be approved by the Director of Support Services, or his/her designee, and County Counsel prior to release.
- E. **Trainee Status.** Persons appointed as Deputy Sheriff Trainees shall be considered temporary employees, and shall not begin serving a probationary period until having met the qualifications for and been appointed to the class of Deputy Sheriff.

ARTICLE 6. HOURS

- A. **Work Hours.** Except in emergencies, the regular work week of full-time unit employees shall normally consist of five (5) days of eight (8) hours each, exclusive of lunch period. Each employee shall be assigned regular starting and quitting times, which shall not be changed without prior notice.
- B. **Alternate Work Schedules.** Other work schedules (including the 12-plan) may be implemented by the County at its sole discretion upon thirty (30) days prior notice to affected employees. Any return to the standard 5-8 schedule shall remain at the sole discretion of County management and may be implemented upon thirty (30) days prior notice to the Association or, if on a single position, to the affected employee. Such time periods shall not apply to emergency situations or individual circumstances which are unplanned.
- C. **Rest Periods.** When practical, employees shall be granted a fifteen (15) minute paid rest period during each half work shift of four (4) hours or longer. Such breaks shall not be taken within one (1) hour of the employee's starting time, quitting time, or meal break, and shall not be accumulated or used to supplement meal breaks, arrive to work late, or leave work early.
- D. **Meal Periods.** An unpaid meal period of up to one (1) hour shall be part of the normal daily work schedule. Such meal period shall occur at approximately the midpoint (after four hours) of

the shift and be approved by the employee's supervisor. Some work schedules may include a meal period within the scheduled duty hours. In such cases no specific off duty meal time shall be granted.

- E. **Release From Duty.** When the best interest of the County requires the immediate removal of the employee from the employee's position, any employee may be released from regularly assigned duties with pay and benefits by the Department Head, or his/her designee, for a period not to exceed eighty (80) working hours upon the approval of the Personnel Director. Upon showing of good cause by the appointing authority, such release from duty may be extended in eighty (80) hour increments for a maximum of twelve (12) months upon approval from the Personnel Director.

ARTICLE 7. OVERTIME

- A. If, in the judgment of the Department Head, work beyond the assigned work period is required of a regular full-time employee, such overtime worked shall be compensated for as follows:
1. Sheriff's Office Employees: Deputy Sheriff Trainee, Deputy Sheriff-Entry Level, Deputy Sheriff-Journey Level/Lateral, and Sergeant. Employees have the option to receive time and one-half (1-1/2) pay or Compensatory Time Off (CTO) at a rate of one and one-half (1-1/2) hours for each hour worked in excess of the employee's assigned work shift (of at least eight hours) or eighty (80) hours in a fourteen (14) day work period; provided further, that such employees shall receive cash payment for overtime accrued in excess of eighty (80) overtime hours (one hundred twenty [120] straight-time hours).
 2. District Attorney: District Attorney's Investigator and Supervising District Attorney's Investigator. Employees shall be entitled to overtime compensation at a rate of one and one-half (1-1/2) hours for each hour worked in excess of the employee's assigned work shift (of at least eight hours) or forty (40) hours in a seven (7) day work period. Employees shall be entitled to CTO as overtime compensation; however, the employee may alternatively receive pay at the discretion of the Department Head based on operational needs. CTO shall be accumulated at a rate of one and one-half (1-1/2) times their hourly rate as overtime compensation. CTO may be accumulated up to one hundred twenty (120) hours (eighty hours at time-and-one-half). Accumulated CTO shall be scheduled and used prior to the use of accrued vacation or holiday time unless the employee is within twelve (12) pay periods of incurring a loss of accrued leave.
 3. Overtime Eligibility. Only hours worked may be used to determine eligibility for overtime. Hours worked shall be deemed to include: Travel time as required by Fair Labor Standards Act (FLSA), required jury duty, vacation (approved per Article 14, Section B.3), credit holiday time off, required off-shift training meetings, actual time in court appearances, and shooting practice required by the Department.

B. Compensatory Time Off (CTO). Accrued CTO may be used upon approval of the Department Head, or his/her designee.

1. Policy. It shall be the policy of the Shasta County Sheriff's Office to allow employees to use CTO accrued under the FLSA within a reasonable period after the employee makes the request if the use of the CTO does not unduly disrupt the operations of the Sheriff's Office. In addition, the Sheriff may designate the taking of CTO when conditions allow.
2. Purpose. The purpose of this policy is to establish a procedure to be followed by employees in requesting the use of CTO accrued under the FLSA. The Shasta County Sheriff's Office will give consideration to all requests for the use of CTO.

C. Procedure.

1. CTO must have been earned and recorded prior to the beginning of the pay period in which it is taken.
2. Requests for CTO shall be made within a reasonable period in advance of the requested date of the time off. The Sheriff's Office reserves the right to deny a request for use of CTO if the request was not made within a reasonable period of time in advance of the date requested. Whether a request for CTO has been made within a reasonable period will be determined by considering the customary work practices within the Sheriff's Office based on the facts and circumstances of each case. These work practices include, but are not limited to:
 - a. The normal schedule of work;
 - b. Anticipated peak workloads based on past experience;
 - c. Emergency requirements for staff and services;
 - d. The availability of qualified substitute staff; and
 - e. As a general rule, requests for CTO shall be made to the member's supervisor at least one (1) work week, i.e. five (5) work days in advance of the requested date of the time off.
3. Requests for time off made with less than five (5) work days' notice will be considered on a case-by-case basis. The requesting member shall provide an explanation for the short notice of the request.
4. If the request for the use of CTO was made within a reasonable period of time in advance of the date requested, the supervisor will grant the use of the CTO unless it unduly disrupts the operations of the Sheriff's Office. To be an "undue disruption," the supervisor must reasonably, and in good faith, anticipate that the use of CTO would impose an unreasonable burden on the Sheriff's Office's ability to provide services of acceptable quality and quantity for the public during the time requested

without the use of the member's services. The supervisor should take into consideration such factors as minimum staffing levels, anticipated workloads, emergency requirements for staff and services during the time in question, and the availability of qualified substitute staff. Mere inconvenience is an insufficient basis for denial of a request for CTO. Supervisors and staff members are encouraged to assist each other in meeting organizational needs.

5. A request for the use of CTO may not be denied on the sole basis that another member will be required to work overtime to cover the shift. If overtime is required, the supervisor shall post the overtime shift for sign up to back fill the position. Staff members making requests for CTO are encouraged to assist the supervisor by having the name of a staff member willing to fill the overtime position at the time the request for CTO is made. The supervisor shall have the final authorization on the selection process.
6. Approval of a request to use CTO may be revoked at any time by the Sheriff's Office if circumstances change such that the use of CTO on a given date will, in the judgment of the Sheriff, or his/her designee, unduly disrupt the operations of the Sheriff's Office.
7. Employees may be required, at the discretion of the Sheriff, or his/her designee, to use CTO.
8. Hours designated for CTO in excess of the maximum accruals shall be paid in cash at the appropriate rate. Upon separation from County employment, employees shall be entitled to payment for accrued compensatory time. ~~During an annual window period established by the Department Head, employees may request pay for up to twenty (20) hours of their accrued compensatory time at base pay, no add-ons. It is the Department Head's discretion, based upon budgeted funds identified to grant as available for that purpose, to grant some, all, or none of the hours requested. It is the intention of the parties that the Department Head retain maximum discretion but that such decision to offer the payoff of CTO is made in a nondiscriminatory manner. The decision of the Department Head shall be final and not subject to the Grievance Procedure of this Agreement.~~

D. Second Contiguous Shift Worked.

Employees shall be eligible for time and one-half (1-1/2) for time worked on the second of two (2) contiguous shifts to which assigned.

ARTICLE 8. COMPENSATION

- A. **Wages.** Wages for job classifications in this unit are as shown in Attachments A, B, and C.
- B. During this Agreement, wage schedule increases shall occur at the beginning of the pay period on the following dates with the indicated percentage increases:

Attachment	Applicable Date	Percentage Increase
A	September 1, 201 86	0.0% <u>Current Salary</u> <u>Range</u>
B	September 18, 2016 <u>November 11, 2018</u>	3.0%
C	September 13 , 201 97	43.0%

- C. **Merit Step Increases.** Employees shall be eligible to progress from step to step within the appropriate range depending on merit. Such progression shall not be automatic, but shall be governed by the County's Personnel Rules except that step movement from Step A to Step B shall occur after twelve (12) months.

D. **Work Above Classification.**

1. Qualification Period. When an employee is temporarily assigned to the duties of a vacant higher level position, the employee shall, commencing on the eighty-first (81st) hour and effective the first (1st) hour, receive a rate equivalent to that provided for under County promotional rules. To be eligible for the higher rate, the employee must:
 - a. Be assigned in writing by the Department Head with the approval of the County Personnel Office;
 - b. Be assigned for other than training purposes;
 - c. Perform the full regular duties of the higher position; and
 - d. Perform the duties of the higher position for a period of at least eighty (80) work hours, except with an approved interruption. Holidays shall be treated like weekends or comparable regularly scheduled days off.
 - (1) An approved interruption shall be the use of approved leave balances not to exceed an accumulation of sixteen (16) hours during the eighty (80) hour qualification period.
 - (2) Returning to the employee's regularly assigned position for more than sixteen (16) accumulated work hours will cause the eighty (80) hour requirement to begin again if full duties of the higher position are resumed.

- e. Reestablish eligibility for a higher rate by meeting the above four (4) criteria on a semi-annual basis.
2. Payment for Hours Worked. An employee who has qualified for the higher rate shall receive such a rate on an hourly basis only for hours worked while so assigned.
3. Definition of Vacant Higher Level Position. A “vacant higher level position,” as referred to herein, is understood to include absences by the incumbent of the higher position of more than eighty (80) working hours including vacation, sick, or other forms of leave.

A “vacant higher level position” may also include a portion of a position in which the incumbent is temporarily unable to perform all of the essential functions of the job due to a documented health condition. In this case, an employee may be assigned to temporarily work out of class to perform the full duties associated with the essential function(s) the incumbent cannot perform, providing that this work accounts for at least twenty-five percent (25%) of the job. The higher rate of pay will apply only to those hours in which the employee working out of class performs duties specific to the essential functions the incumbent cannot perform. The employee assigned to work out of class must work in this capacity for more than two (2) regularly scheduled work weeks, after which out of class pay will apply to the hours worked performing assigned higher level duties effective the first day such work was performed. Additionally, a Department Head must obtain approval from the Director of Support Services, or his/her designee, prior to assigning an employee to work out of class in a position subject to the conditions described in this paragraph.

Note: This section is limited to cases where an employee’s doctor releases the employee to work in a limited capacity (including full-time work doing limited duties, and part-time work doing full or limited duties) and the County determines it can accommodate the employee with a temporary, modified duty assignment and another employee can reasonably be called upon to perform those essential functions of the job that the employee with limitations cannot perform.

E. **Specialty Assignment Pay -- Hourly Differentials.** The following stipends are agreed to be offered for actual hours worked under the described conditions. It is further agreed that no right to such differential exists except as it is connected to the duty performed.

1. Officer-in-Charge. Deputy Sheriffs and District Attorney Investigators assigned Officer-In-Charge duties will receive an additional five percent (5%) of base wages while working in such a capacity on an hour for hour basis.
2. Field Training Officer (FTO). When a qualified FTO is assigned by Sheriff’s or District Attorney’s management to perform field training duties with respect to a specific trainee, all hours worked in such capacity shall be compensated by an additional five percent (5%) of base wage. Nothing in this section shall be construed to reduce the Sheriff’s or District Attorney’s discretion in reassigning FTO duties.

3. Certified Instructor Pay. An officer who is certified to perform the instructor duties for Defensive Tactics; Fire, Life, and Safety Officer; Canine; and Rangemaster and Firearms shall receive an additional five percent (5%) of base wage for each hour of such duty performed.

F. Specialty Assignment Pay -- Other Differentials.

1. Payment for Canine Assignment and Care of Patrol Dogs. Employees in canine assignments shall be compensated an additional ten (10) hours per pay period at one and one-half (1-1/2) times the prevailing federal or state minimum hourly wage (as may be amended) during the time a patrol dog is assigned to them. Compensation (example below) shall be considered full pay in lieu of any other overtime compensation for all home duties including feeding and watering, exercising, grooming, bathing, bonding, training, arranging for and transporting for veterinary care, and other routine maintenance of the canine. Expenses for travel necessary for extraordinary veterinary care shall be reimbursed pursuant to the County's Travel Policy.

Example:

Minimum Hourly Wage	Minimum Wage Overtime Rate	Compensation Per Pay Period	Annualized Compensation
\$8.00	\$12.00	\$120.00	\$3,120

2. Detective/Coroner Assignment. During the period of time an employee is assigned by management and works as a Detective or Deputy Coroner Investigator, the employee will receive five percent (5%) in addition to the employee's normal base salary. In addition to the foregoing, an employee placed in an assignment where the duties are primarily investigative in nature, may petition the Sheriff for consideration of payment of five percent (5%) in addition to the employee's normal base salary. The decision of the Sheriff shall be final and not subject to the Grievance Procedure of this Agreement.

3. Resident Deputy Assignment. During the period of time a Deputy Sheriff is assigned by management to live in and service a specific unincorporated community as a Resident Deputy on a continuous basis, the employee will receive five percent (5%) in addition to the employee's normal base salary. Beginning June 29, 2014, this section shall apply to deputies assigned to the Burney station.

- 3.4. Resident Deputy Housing Allowance. During the period of time a Deputy Sheriff is assigned by Management to live in and service a specific unincorporated community as a Resident Deputy on a continuous basis, the employee will receive \$5,000 per year housing allowance, paid with regular payroll in equal installments. If an employee is placed on unpaid status, the employee is not eligible to receive the installment.

4.5 Reassignment. It is agreed that any reassignment that results in a loss of Specialty Pay pursuant to this section is not in and of itself disciplinary in nature. However, the parties agree that such reassignment may be appealed within seven (7) calendar days from notice to the affected employee by requesting an administrative hearing before the Sheriff, or his/her designee, whose decision shall be final and binding.

G. P.O.S.T./Education Pay.

1. Intermediate P.O.S.T. Certificate. Any unit member who attains or possesses an Intermediate P.O.S.T. Certificate shall be eligible to receive an additional four and one-half percent (4.5%) of salary as P.O.S.T. pay, providing the employee has completed at least six (6) months with his/her respective department. Initial eligibility shall require an "overall" performance evaluation of "meets expected standards" for the previous six (6) month period. Eligibility shall not be earlier than the beginning of the payroll period following the date stated on the P.O.S.T. Certificate.
2. Advanced P.O.S.T. Certificate. Any unit member who attains or possesses an Advanced P.O.S.T. Certificate shall be eligible to receive an additional three and one-half percent (3.5%) of salary as P.O.S.T. pay under the same conditions as above, for a maximum of eight percent (8.0%) above base salary.
3. Reinstatement. Persons who are rehired, and immediately previous to leaving County employment were receiving P.O.S.T. pay, shall be deemed to satisfy the above criteria at the appropriate level.

H. Standby and Callback.

1. Assignment Pay. A Department Head, or his/her designee, may assign employees to standby. Sheriff's Office employees assigned standby shall be compensated at a rate of \$3.00 per hour while so assigned. District Attorney employees assigned standby shall be compensated at a rate of \$2.50 per hour while so assigned. Standby duty pay shall cease during the hours for which callback is paid.
2. Requirements. In order for an employee to become eligible for standby pay, the employee must be assigned to standby status by the Department Head requiring the employee to:
 - a. Review the projected standby assignment schedule within the deadlines established by the applicable department;
 - b. Wear a County-provided pager, or be available by telephone during standby assignment;
 - c. Contact the department/dispatch and respond to the callback location within the time period established by the Department Head;

- d. Respond promptly to callbacks during scheduled standby time unless the employee has notified the department of the name of another qualified employee who will respond;
 - e. Refrain from activities that impair the employee's ability to perform assigned duties;
 - f. Request mileage reimbursement for callback responses performed in non-County vehicles within one (1) month after mileage costs are incurred;
 - g. Receive permission to transport non-County employees in County vehicles no later than the last working day prior to standby assignment; and
 - h. Accept the applicable standby pay as referred to in subsection 1 as full consideration for any inconvenience the standby assignment may pose.
3. Distinguished from Subject to Call. Standby status is to be distinguished from uncompensated status of being "subject to call," wherein an employee returns to work during off-duty hours in response to being called, but is not required to meet the standby criteria.
4. Callback from Standby. Any employee, when called back to duty from standby status, shall be compensated for the hours worked at one and one-half (1-1/2) times the equivalent hourly rate of their regular salary. The minimum for each callback from standby duty shall be two (2) hour. Such time worked shall not include travel time between an employee's residence and the employee's regularly assigned work location.
5. Pay for Callback While Not on Standby.
- a. Any unit employee not on standby status who is called back to work shall be credited with a minimum of three (3) hours of time worked. Nothing shall prevent management from assigning such an employee to perform work during this period of time, or longer if needed.
 - b. Should callback time become contiguous with regular work hours, time worked shall not be credited as callback and the minimum time period shall not apply.
6. Callback from Vacation. An employee called in to work during the employee's regularly scheduled vacation period shall be compensated at a rate of one and one-half (1-1/2) times his/her regular rate of pay for all time worked at the County's request in accordance with existing policy. "Regularly scheduled vacation period" means vacation approved at least twenty-four (24) hours in advance.
7. Court Cancellation. An employee shall receive a minimum of four (4) hours of straight time compensation if Court appearance is cancelled within 48 hours of scheduled appearance.

I. Shift Differential.

1. Swing Shift. That regularly assigned shift during which at least fifty percent (50%) of the hours occur between the hours of 1600 and 0030. Unit members assigned to the swing shift shall receive an additional seventy-five cents (\$0.75) for each hour so worked.
2. Graveyard Shift. That regularly assigned shift during which at least fifty percent (50%) of the hours occur between the hours of 0030 and 0900. Unit members assigned to the graveyard shift shall receive an additional one dollar (\$1.00) for each hour so worked.
3. Twelve (12) hour Shifts. Unit members who work a twelve (12) hour shift schedule shall receive an additional seventy-five cents (\$0.75) for each hour worked between 1600 hours and 2400 hours (midnight) above their normal hourly pay, and one dollar (\$1.00) for each hour worked between 2400 hours (midnight) and 0800 hours above their normal hourly pay. This shall apply to all qualifying shifts within the normal shift schedule.
4. Applicability. Except as required by the FLSA, such differentials shall not be considered part of the regular base wages and therefore not applicable to vacation, sick leave, and other forms of non-work pay.

J. Retirement. County retirement is provided through the California Public Employees Retirement System (CalPERS). Except for the Deputy Sheriff Trainee, employees hired prior to the May 8, 2011 contract amendment between the County and CalPERS are covered under the Safety retirement provisions with a 3% @ age 50 benefit. Employees hired after the May 8, 2011 contract amendment between the County and CalPERS shall be included in the Safety retirement provisions with a 3% @ 55 benefit. Employee-paid contributions to CalPERS for Safety retirement benefits are nine percent (9%) of Persable compensation. Employees hired on or after January 1, 2013 are covered under the California Public Employees Pension Reform Act (PEPRA) enactment with a benefit formula of 2.7% @ 57 or as determined by CalPERS in compliance with California state law and employee-paid contribution rates as determined by PEPRA provisions. See Attachment D.

1. Trainees. Deputy Sheriff Trainees hired prior to May 8, 2011 are covered under the miscellaneous provisions with a 2% @ 55 benefit, Employees hired after May 8, 2011 and before January 1, 2013 are covered under the miscellaneous provisions with a 2% @ age 60 benefit, Employees hired January 1, 2013 or after are covered by the benefits 2% @ 62 and employee-paid contribution rates as determined by PEPRA provisions.

2. Determination of Final Compensation. Employees hired prior to May 8, 2011 shall have their final compensation for computing retirement determined based on the average monthly compensation for the highest single year (or consecutive twelve months). New hires after May 8, 2011 will be covered by the retirement formula being based upon the average of the highest three (3) years of service.
3. CalPERS - 4th Level of 1959 Survivor Benefits. The County's CalPERS contract provides the 4th Level of 1959 Survivor Benefits.
4. Pre-Tax of Employee Paid Member Contributions. The County allows employee paid member contributions to CalPERS to be deducted from the employee's pay check on a pre-tax basis as allowed under IRC Section 414 H.
5. All employees of the Sheriff's Office shall pay the full Employee Contribution as required by CalPERS law.

K. **Travel and Per Diem Reimbursement.** The County will pay travel and per diem payments to employees required to travel on County business at the rates established in the County's Personnel Rules. The County will pay for or reimburse an employee for the actual, reasonable, and necessary costs associated with a required P.O.S.T. certified training course.

ARTICLE 9. HEALTH AND WELFARE BENEFITS

The County maximum health contributions to medical insurance and the County maximum dental contributions during the term are available online at:

https://www.co.shasta.ca.us/index/support_index/personnel/benefits/medical_rates.aspx

A. Health Insurance.

~~1. For calendar years shown below, the County will contribute up to the following amounts toward health insurance based upon that offered by the County's contract through CalPERS:~~

Category	2016 Monthly Medical Contribution
Employee Only	\$676.23
Employee Plus One Dependent	\$1034.24
Employee Plus Family	\$1344.51

~~2.1.~~ For the stated term of this Agreement, the County will pay eighty-five percent (85%) of the Employee Only medical premium and sixty-five percent (65%) of the Employee plus One and Employee plus Family medical premium cost categories of PERS Choice (or equivalent plan). The County contribution includes the PEHMCA minimum contribution. Those percentages shall be converted to monthly maximums which dollar amounts shall not be exceeded without specifically being changed through the negotiations process. The employee will pay that portion of the premium not contributed by the County..

~~3.2.~~ For covered employees hired prior to January 1, 2017 who retire from active County service and have not elected to be covered under Article 9.G the retiree medical premium will be paid as follows:

- a. The County will continue to pay the statutory minimum amount prescribed by Government Code section 22892 directly to CalPERS;
- b. CalPERS will deduct the balance of the medical premium from the retiree's retirement payment; and
- c. The County will reimburse the retiree the agreed County's contribution amount based upon the PERS Choice rates for the coverage in which the employee is enrolled (i.e., Employee Only, Employee plus One, or Employee plus Family), minus the statutory amount prescribed by Government Code section 22892 paid by the County directly to CalPERS.

~~4.3.~~ For covered employees hired on or after January 1, 2017 who retire from active County service; the retiree medical premium will be paid as follows:

- a. The County will continue to pay the statutory minimum amount prescribed by Government Code section 22892 directly to CalPERS; and
- b. CalPERS will deduct the balance of the medical premium from the retiree's retirement payment.

~~5.4.~~ Spouse or Registered Domestic Partner Accommodation. Should an employee and his/her spouse, or registered domestic partner both work for the County and are both eligible for County-provided health contributions, one (1) employee may choose in writing to be added to his/her spouse's, or registered domestic partner's insurance as a dependent and the County will make a contribution to the dependent coverage that is equal to the Employee-Only contribution of the covered employee's plan in addition to the County's contribution to covered employee's dependent coverage. In no event shall the total County contribution be greater than the actual premium needed for the level of applicable coverage. Likewise, in no event shall the total County contribution be greater than it would have been without this option being invoked.

~~6.5.~~ If, during the term of this Agreement, the legal requirements of the Affordable Care Act have an impact on County rights and obligations regarding health benefits for County employees, the County and the Association agree to reopen Article 9 – Health and Welfare Benefits, in order to meet and confer over such impacts. Unless otherwise mutually agreed to by the County and the Association, the scope of the meet and confer discussion under this section will be limited to the parties' rights and obligations set forth in Article 9 of the Agreement.

~~7. Review of Funding Method of Employee Health Coverage. Resuming in February 2018, the parties will explore an alternative method of funding unit members' health coverage. Such potential methods shall be limited to those which would provide no expansion of~~

~~total cost of County contributions over the method shown above. Any change in method will require mutual agreement of the parties.~~

8.6. Agreement to Support Legislative Change. Parties agree to jointly support legislative change to provide for new employee's retiree health benefits to be covered by a vesting schedule with specified percentage of active employees' County contribution.

B. Dental Insurance.

~~The County shall provide regular full-time or regular part-time employees with a maximum of the following amounts toward the monthly cost of County approved Dental Insurance:~~

Category	2016 Monthly Dental Contribution
Employee Only	\$21.42
Employee Plus Family	\$49.97

The Association and the County have agreed to base the County's future contributions to the DSA dental plan on future increases to the County's Delta Dental plan premiums even though DSA is currently enrolled in a different dental plan. Cost increases to the DSA dental plan will not trigger an increase to the County's contribution. However, the County will increase its monthly contribution to the DSA dental premium by up to \$5.00 effective with the ~~first paycheek pay period which includes January 1st of each year of the month prior to the month of increase,~~ and up to a like amount, in subsequent years of this Agreement should the Delta Dental rates increase by that amount. Rate increases greater than those amounts will be absorbed by the employee.

Any changes or modifications to Lincoln Financial coverage billing, enrollment, or administrative procedures shall require prior approval by the County.

- C. **Vision Insurance.** The County shall provide regular employees with County-approved Vision Insurance. Employees may enroll their dependents in the vision plan provided the employee pays any additional cost associated with such enrollment.
- D. **Life Insurance.** The County shall pay the premium for a \$40,000 life insurance policy for each employee in the unit as soon as it can be accomplished under the insurance company's requirements. Employees may purchase additional life insurance under the County's policy or purchase coverage of life insurance for qualified dependents. Purchase of additional insurance shall be subject to the terms and conditions of the County's policy with the insurance carrier.
- E. **Benefit Waiting Period.** The waiting period for County contributions to the above health and dental coverage's shall be six (6) months from time of initial appointment in continuous regular service with the County insofar as such period is not otherwise prohibited by the purveyor of such benefit.
- F. **IRC Section 125 Benefit Plan.** Employees shall sign appropriate authorization forms to establish or decline participation in payroll deductions of pre-tax earnings for payment by the County of employees medical and dental insurance premiums and flexible spending accounts

(including child and dependent care expenses and unreimbursed medical expenses) in accordance with Section 125 of the Internal Revenue Code and Board action of November 3, 1998 and its subsequent updates. The County will not change the benefits or providers of this plan without first seeking input from the bargaining unit.

1. Beginning January 1, 2017, with respect to any full-time covered employee and any part time covered employee hired prior to January 1, 2017 who is enrolled in CalPERS medical insurance, the County will continue to contribute into the 125 Benefit Plan the agreed percentage amount based upon the PERS Choice rates for the coverage in which the employee is enrolled (i.e., Employee Only, Employee plus One, or Employee plus Family), minus the statutory amount prescribed by Government Code section 22892 paid by the County directly to CalPERS on behalf of that employee and minus the required amount contributed by the employee.
2. In no event will the County's contribution under Government Code section 22892 and the applicable agreement exceed the actual cost of the benefit. The covered employee must authorize a payroll deduction for their required contribution. If no authorization is made, the County will not make a contribution to the 125 Benefit Plan.

G. **401(a) Plan.** Any covered employee hired on or after January 1, 2017, shall not be eligible to earn or receive the County contribution to retiree medical benefit as described in Article 9.A.3, but shall receive only the County's minimum contribution amounts required under Government Code section 22892 if they elect to continue CalPERS healthcare after retirement.

Any covered employee who was hired prior to January 1, 2017, may voluntarily elect to participate in the Section 401(a) Plan in lieu of the benefit provided in Article 9.A.3. If the employee voluntarily elects to participate in the 401(a) Plan in lieu of receiving the benefit under Article 9.A.3, the County will contribute the minimum contribution required under Government Code section 22892. The employee will receive contributions into the 401(a) Plan as set forth below. The decision to elect to participate in the 401(a) Plan in lieu of receiving the benefit under Article 9.A.3 shall be irrevocable.

The 401(a) Plan will be administered as follows:

1. The County shall continue to provide an Internal Revenue Code Section 401(a) Plan consistent with this Article. The County shall continue to contribute into the Section 401(a) Plan an amount on behalf of each covered employee electing to participate under this Article equal to the amount contributed by that employee from his or her own pre-tax salary into one of the County's Section 457 deferred compensation plans, but not to exceed 3% of the employee's pre-tax salary. Accordingly, if an employee contributed a total of 1-3% of his or her pre-tax salary to a 457 plan, then the dollar amount of the County's 401(a) contribution would fully match the employee's 457 contribution; if an employee contributed more than 3% of his or her pretax salary to a County 457 plan, then the dollar amount of the County's 401(a) contribution would only be equal to 3% (and not more) of the employee's pretax salary and would not fully match the employee's 457 contribution. The employee may direct the investment of said contributions in accordance with the options or limitations provided by the 401(a) Plan. Each such employee shall

vest (that is, earn the right to withdraw) the County's contributions into the 401(a) Plan on their behalf based on years of County service, as set forth below, subject to any of the plan's requirements.

2. The 401(a) Plan implementing this Article shall provide the following schedule of vesting requirements for any participating employee to earn and be eligible to withdraw or otherwise receive a portion (or in some cases all) of his or her total account value at the time of termination:

<u>Years of COUNTY Service</u>	<u>Portion of Account Value Vested</u>
Less than 1 year	0%
1 year plus 1 day to 2 years	10%
2 years plus 1 day to 3 years	20%
3 years plus 1 day to 4 years	30%
4 years plus 1 day to 5 years	40%
5 years plus 1 day to 6 years	50%
6 years plus 1 day to 7 years	60%
7 years plus 1 day to 8 years	70%
8 years plus 1 day to 9 years	80%
9 years plus 1 day but less than 10 years	90%
10 years	100%

3. In addition to and notwithstanding the foregoing, employee's options for withdrawing, "rolling over," and otherwise using account money (and the tax consequences of such withdrawals and use), shall be subject to any legal requirements or limitations of Internal Revenue Code Section 401(a) and any other applicable laws with which the County and the Plan must comply.

ARTICLE 10. SICK LEAVE

- A. **Accrual.** Regular full-time and part-time employees shall accrue .0462 hours of sick leave for each regularly scheduled hour in a work year. Overtime hours worked do not constitute regularly scheduled hours.
- B. **Usage.** Accumulated sick leave can only be granted for unit employees upon the recommendation of the Department Head in cases of bona fide illness, verification by a licensed medical practitioner, or in the event of serious illness in the employee's immediate family. No paid sick leave may be taken prior to the completion of three (3) months of continuous service.
- C. **Medical and Dental Appointments.** Sick leave may be used for medical or dental appointments when absence during working hours is authorized by the appointing authority. Employees are expected to secure medical and dental appointments on their own time, but when this is not

practical, appointments should be scheduled to reduce to a minimum the amount of time away from work. Medical or dental appointments resulting from an illness or injury covered by Labor Code section 4850, after an employee has been released to regular duty by a medical practitioner, will, if the employee is on duty, be considered 4850 time.

- D. Use While on Vacation.** An employee who becomes ill while on vacation leave and wishes to be placed on sick leave shall make such request to the Department Head immediately or as soon as possible. The Department Head shall then apply criteria normally utilized in approving sick leave.
- E. Medical Appointments/Family Sick Leave.** Sick leave granted because of illness in the immediate family or because of scheduled doctor/dentist appointments for members of the immediate family shall normally be limited to fifty-six (56) working hours per calendar year for all incidents (see also Article 12). Additional accrued sick leave can be authorized to be used for reasons held to be sufficient by the employee's Department Head. Immediate family means father, mother, spouse, registered domestic partner, son, daughter, sister or brother, grandparents, step grandparents, step parents, step children, step sisters, step brothers, grandchildren, step grandchildren, foster children, or as otherwise stipulated in law.
- F. Exceptions.** No County employee shall be entitled to use accrued sick leave while absent from duty on account of any of the following causes:
1. Disability arising from any sickness or injury purposely self-inflicted or caused by any of his/her willful misconduct;
 2. Sickness or disability sustained while on a non-medical leave of absence other than his/her regular vacation; or
 3. When not otherwise eligible under the conditions set forth above.

G. Sick Leave Retention Incentive Payment.

Upon separation or termination, other than discharge for cause, unit employees shall become entitled to payment for accrued sick leave as follows, such payment not to exceed the maximum amounts indicated:

Years of Services	% of Accrual Eligible for Cash Payment	Maximum Payment
5 through 9	10%	\$3,500
10 through 14	25%	\$4,500
15 through 19	37 ½%	\$6,000
20 or more	50%	\$6,000

- H. **Sick Leave - CalPERS Service Credit Conversion.** The County amended its CalPERS contract for unit employees to add the benefit whereby an employee may convert some or all of his/her accumulated but unused sick leave to CalPERS service credit upon retirement. Any sick leave utilized for cash payment as provided in Section G above shall not be available for such conversion.
- I. **Sick Leave Accrual Balance as Affected by Layoff.** At the time of layoff, an affected employee shall have the option to receive a sick leave payoff under the applicable formula. If having elected such option and subsequently recalled, such employee shall not be eligible for sick leave accrual balance restoration, unless he/she repays to the County immediately upon return the full cash payoff amount received at the time of layoff.
- J. **Certificate of Illness.** Written verification by a licensed physician or other satisfactory proof of illness, or family illness may be required at the discretion of the Department Head for any use of leave requested for these reasons.

ARTICLE 11. BEREAVEMENT LEAVE

- A. **Bereavement Leave.** Regular full-time and regular part-time employees shall be entitled to bereavement leave without loss of pay or charge against sick leave up to a maximum of twenty-four (24) working hours for each non-concurrent death in the immediate family, including the immediate family of the spouse or registered domestic partner; provided; however, that up to two (2) additional working days chargeable against accumulated sick leave may be granted for reasons deemed sufficient by the Department Head; provided further that such leave with pay shall not be authorized for time expended in business or estate matters. Immediate family means husband, wife, registered domestic partner, father, mother, son, daughter, sister, brother, grandparent, grandchild, step parent, step child, step sister, step brother, step grandparent, or step grandchild.
- B. **Certificate of Bereavement Leave.** Satisfactory proof of death may be required at the discretion of the Department Head for any use of Bereavement Leave.

ARTICLE 12. PREGNANCY DISABILITY LEAVE; FAMILY AND MEDICAL LEAVE

- A. **Pregnancy Disability Leave.**

Refer to current policy in the County Personnel Rules.

- B. **Family and Medical Leave/California Family Rights Act.**

Refer to current policy in the County Personnel Rules.

ARTICLE 13. HOLIDAYS

A. **Official Holidays.** The following are established as official holidays for regular full-time and regular part-time employees:

1. January 1st, New Year's Day;
2. The third Monday in January, Martin Luther King, Jr. Day;
3. February 12th, Lincoln's Day;
4. The third Monday in February, Presidents' Day;
5. The last Monday in May, Memorial Day;
6. July 4th, Independence Day;
7. The first Monday in September, Labor Day;
8. November 11th, Veterans Day;
9. The fourth Thursday in November, Thanksgiving Day;
10. The day following Thanksgiving Day;
11. December 24th, Christmas Eve; and
12. December 25th, Christmas Day.

B. **Observed Holidays.** For those employees on a five (5) day week with Saturdays and Sundays as normal days off, the following shall apply:

1. When a holiday listed above falls on Sunday, Monday will be observed as the paid holiday.
2. When a holiday listed above falls on a Saturday, the preceding Friday shall be observed as the paid holiday.
3. Should December 24th fall on a Friday, December 23rd shall be observed as the paid holiday.
4. Should December 25th fall on a Monday, December 26th shall be observed as the paid holiday.

C. **Annual Holiday Schedule.** The annual holiday schedule shall be announced by the Director of Support Services in January of each year, but such announcement shall not alter any provision of this division.

D. Limitation on Holiday Compensation. No employee shall be compensated more than once for each of the above listed holidays.

E. Work on an Official Holiday.

1. A regular Sheriff's Office employee who does not qualify under Section B above and who works on an official holiday, as defined in Section A, shall earn holiday compensation at a rate of one and one-half (1-1/2) times the hours worked plus straight time pay for the hours worked as full compensation for the official holiday. District Attorney employees shall earn holiday compensation at a rate of one and one-half (1-1/2) times the hours worked plus straight time pay for assigned regular hours, up to a maximum of eight (8) hours, as full compensation for the official holiday. At the employee's choice, the time and one-half (1/2) portion may be taken in pay or as Holiday Credit subject to the provisions of this article.
2. A regular employee who does not qualify under Section B above and who works a shift that overlaps part of an official holiday shall receive holiday compensation for the entire shift if the majority of hours worked (fifty percent or more) fall on the holiday, otherwise the employee shall receive no holiday compensation.

F. Work on an Observed Holiday. An employee working on an observed holiday shall not be eligible to receive time and one-half (1/2) holiday compensation unless that person is covered under Section B above.

G. Holiday Compensation.

1. Those employees covered by Section B above shall receive cash payment for eight (8) hours per holiday subject to the conditions of this article.
2. Those employees not covered by Section B above whose normal day off falls on an official holiday shall receive eight (8) hours Holiday Credit.
3. Holiday Credit may be accumulated to a maximum of one-hundred twenty (120) straight-time hours. Use of such time shall be treated as if it were CTO.
4. An employee who does not work on the holiday must be in a paid status the working day before and the working day after the holiday to be eligible to receive credit for the holiday. An employee who is hired and commences working on the holiday shall receive holiday compensation.

ARTICLE 14. VACATION

- A. **Accrual.** Regular full-time and regular part-time employees paid on an hourly basis shall accrue the following hours of vacation time for each paid regularly scheduled working hour not to exceed eighty (80) regularly scheduled working hours in any one (1) pay period. An employee with a minimum of twelve (12) months of County service shall become eligible to use vacation up to the maximum time accrued as of the date such vacation is taken.

Years of Continuous Service	Vacation Hours Accrued Per Hour	Equivalent 8-Hour Days Per Year	Maximum Vacation Accrual
0 through 3	.0385	10	160
4 through 9	.0577	15	240
10 through 15	.0654	17	272
16 and thereafter	.0769	20	320

B. Use of Vacation.

1. The maximum vacation accrual shall be fifty-two (52) times the biweekly rate of accrual.
2. The maximum time limits for vacation accrual shall be extended by the appointing authority according to standards in the Personnel Rules.
3. It is County policy that employees take their accrued vacation each year at such time or times as may be approved by the Department Head; provided, however, that for reasons deemed sufficient by the Department Head, an employee may take less than the accrued vacation one (1) year and a correspondingly longer vacation the following year. No employee shall be allowed paid vacation time off in excess of that accrued.

3.4. Employees shall not be permitted to use accumulated vacation time immediately preceding retirement for the purposes of extending their date of retirement by exhausting leave balances.

C. Vacation Scheduling.

1. Within the Sheriff's Office, written bids for vacation shall be solicited from employees during the month of February of each year. Conflicts between requests for vacation in accordance with this section shall be resolved in favor of the bargaining unit employee with greater department seniority.
2. Requests for vacation submitted outside of the February bidding period, shall not be permitted to take precedence over requests of other employees whose bids were submitted and approved in February, regardless of seniority.
3. The following Sheriff's Office work units shall be considered as separate work units for vacation scheduling purposes: Burney Station, Patrol operations, Shasta Lake City operation, Major Crimes, Boating Safety, Civil Unit and Services Division.

4. When an individual employee's choice of vacation date is impractical because of emergency or other interference with legitimate operating needs of the department, reasonable exceptions may be made in accordance with such service requirements.
5. Requests for vacation shall not be unreasonably denied.

D. Payment for Vacation/Holiday Credit Hours/Compensatory Time.

1. Upon Separation. Any person terminating County employment, or who is laid off under the provisions of the Personnel Rules shall be paid off for any accrued but unused vacation.
2. Annual Payment. ~~During each calendar year~~Beginning in 2017 for the 2018 calendar year and going forward with each subsequent calendar year, an employee may ~~choose~~elect to receive payment for up to ~~twenty-fourty (420)~~ forty (40) hours ~~in five (5) whole hour increments~~ of accrued vacation leave, holiday credit hours, or compensatory time so long as the following criteria are satisfied:
 - Any employee utilizing this provision will be required to submit an irrevocable election through Employee Online by December 31st of the calendar year prior to the calendar year in which the accrued vacation leave, holiday credit hours or compensatory time is to be cashed out.

Where an employee has properly elected an intent to cash out accrued vacation, holiday credit hours, or compensatory time in the applicable calendar year as noted above, the employee can choose any pay period(s) during the year to receive the elected cash out. All requests for cash out must be made through Employee Online by the due date listed for each pay period. All requests must be submitted in five (5) whole hour increments. All requests for a cash out will be limited to the number of hours elected the preceding calendar year less any cash outs already approved, and the actual current year accrued hours available at the time of the cash out.

By November 15 of each calendar year, the County shall issue a notice to those employees who have elected cash out and have remaining cash out balances available.

If an employee who elected cash out fails to request the elected cashout in the applicable year, the County will automatically cash out the designated amount up to the hours available to be paid on the final payday of that calendar year in the following order:

1. Compensatory time off
2. Holiday credit hours earned
3. Vacation

All annual cash out payments shall be at the base hourly rate only with no other add-on compensation included.

If an employee fails to submit an irrevocable election by December 31st of the calendar year prior to the calendar year in which the accrued vacation, holiday credit hours or

compensatory time would be cashed out, the employee will be deemed to have waived their right and will not be eligible to cash out any such leave in the following calendar year.

~~2. Such payment shall be made during the month of December and will be granted only if the employee has taken at least forty (40) hours of vacation/compensatory time during the calendar year. Additionally, an employee may receive payment for additional accrued compensatory time per Article 7, Section C.7. All paid leave pursuant to this section shall be for salary only; no additional pay components are included.~~

- E. **Working for County During Vacation.** No person shall be compensated for County work in any capacity during the time of his/her paid vacation, except as may be authorized by the appointing authority.

ARTICLE 15. DISCIPLINARY ACTION

- A. **Basis for Disciplinary Action.** The tenure and status of every unit employee is conditioned on reasonable standards of personal conduct and job performance. Failure to meet such standards shall be grounds for appropriate disciplinary action. Grounds for discipline of any employee in the classified service include but are not limited to the following:

1. Absence without leave;
2. Misfeasance, malfeasance, nonfeasance, or neglect of duty;
3. Incompetence;
4. Inefficiency;
5. Violation of any lawful or reasonable regulation or order made or given by a superior officer;
6. Negligent or willful damage to public property;
7. Waste or misuse of public supplies or equipment;
8. Discourteous treatment of members of the public, public officers, or employees while on duty;
9. The unlawful manufacture, unlawful distribution, unlawful dispensing, unlawful possession, or unlawful use of a controlled substance or alcohol intoxication while on duty, while operating a County vehicle or while in uniform. "Controlled substance" includes any substance described in sections 11054 et seq. of the Health and Safety Code;
10. Use of alcohol or controlled substances which interferes with the employee's ability to perform his/her duties;
11. Conviction of any criminal act involving moral turpitude;

12. Disorderly conduct while on duty, while attending any event related to employment, while using a County vehicle, while on County owned or leased property, or while in uniform;
13. Conduct unbecoming of a County employee which indicates the employee is unfit to perform the functions while on duty, while attending any event related to employment, while using a County vehicle, while on County owned or leased property, or while in uniform;
14. Conduct unbecoming of a County employee while off duty which brings disrepute to the County or impairs its credibility with the public or other public agencies;
15. Dishonesty, including but not limited to falsifying official records, embezzlement, or theft;
16. Fraud in obtaining County employment;
17. Violation of any of the provisions of the County Personnel Rules or any rule, policy, or regulation adopted pursuant to this contract or law;
18. Violation of the County's Sexual Harassment Policy; or
19. Mental or physical inability to perform the essential functions of the employee's job, as determined by a medical or mental examination.

B. Procedure For Disciplinary Action.

1. Types of Discipline. Three (3) types of discipline are recognized for purposes of applying one (1) of the procedures under this article, they are:
 - a. Written Reprimands. A reprimand, the details of which are committed to writing and placed in the employee's personnel file. A written reprimand must be reviewed and approved by the Director of Support Services, or his/her designee, prior to being issued to an employee.
 - b. Intermediate Disciplinary Action. Suspensions without pay, demotion, or reduction in pay. Proposed intermediate disciplinary actions must be reviewed and approved by the Director of Support Services, or his/her designee, and County Counsel prior to being issued to an employee.
 - c. Severe Disciplinary Action. Discharge. Proposed severe disciplinary actions must be reviewed and approved by the Director of Support Services, or his/her designee, and County Counsel prior to being issued to an employee.
2. Appeal Procedures. For all employees, the below listed procedures shall be the exclusive means of appeal available to disciplined employees, depending on the severity of discipline proposed. Disciplinary action may be taken prior to the completion of any of the listed appeals procedures.

- a. Appeal from a Written Reprimand. An employee receiving a written reprimand may, within five (5) days, appeal such action to the Department Head, or his/her designee, in writing or by personal interview. Within five (5) days thereafter, the Department Head, or his/her designee, shall respond to the employee in writing by either granting or denying the appeal. Such response shall be final.
- b. Appeal from an Intermediate Disciplinary Action. An employee receiving a suspension without pay, reduction in base pay, or demotion shall be afforded the opportunity to clear him/herself through the notice and response provisions of subsections c.(1) through c.(3) below. Additionally, the Association, on behalf of employees may exercise the following procedures in lieu of direct appeal to the Board of Employee Appeals. If within the ten (10) working day appeal period, the Association, on behalf of the employee, files notice of appeal of such intermediate disciplinary action, then a time for an appeal hearing before a Hearing officer shall be established, which shall not be less than ten (10) days, nor more than sixty (60) days from the date of the filing of the appeal, unless extended by mutual agreement of the County and the Association. The appeal must be filed by the Association with the Director of Support Services. All interested parties shall be notified in writing of the date, time, and place of hearing at least ten (10) working days prior to the hearing. Any such appeal before a Hearing Officer will be conducted pursuant to the following procedures:

- (1) The Hearing Officer will be a licensed attorney provided by ~~the Institute for Administrative Justice (IAJ) at McGeorge School of Law~~ an outside third party entity (currently, California Hearing Officers, LLP). The costs for the Hearing Officer's proceedings shall be divided equally between the County and the Association.
- (2) All hearings shall be private; provided, however, if requested by the appellant the hearing shall be open to the public.
- (3) The hearing shall be conducted in a manner most conducive to determinations of the truth. The Hearing Officer shall determine the admissibility, the relevance, and materiality of the evidence offered and may exclude evidence deemed by the Hearing Officer to be cumulative or irrelevant and conformity to legal rules of evidence shall not be necessary. The rules of privilege shall apply to the hearing.
- (4) Each party shall have the right to be represented by legal counsel or other person of his/her choice; to call and examine witnesses on any matter relevant to the issues; to introduce exhibits, to cross-examine opposing witnesses on any matter relevant to the issues even though such matter was not covered on direct examination; to impeach any witness regardless of which party first called him/her to testify; and to rebut the evidence against him/her. Every witness shall declare by oath or affirmation that he/she will testify truthfully.

- (5) Following the appeal hearing, the Hearing Officer shall issue an opinion to sustain, reject, or modify the employee's intermediate disciplinary action. Such opinion shall be advisory only, shall not be binding on either party, and shall be limited to the issue or issues presented to the Hearing Officer. The advisory opinion shall be emailed to the Board of Employee Appeals through the Clerk of the Board of Supervisors, with a copy emailed to the Director of Support Services, the Association, and the employee.
- (6) Within ten (10) working days following the issuance date of the advisory opinion by the Hearing Officer, either the Association or the County can request that the Board of Employee Appeals review the advisory opinion. Such request must be in writing and submitted to and received by the Clerk of the Board of Supervisors within this time frame, with a copy of the written request provided to the other party. If no such request for review is made within this time frame, the parties have therefore agreed to waive any further appeal of the underlying discipline and notwithstanding any language to the contrary in section 15.5(B)(5), the Hearing Officer's decision will become final and shall be binding on the parties.
- (7) If review of the advisory opinion is requested, the Board of Employee Appeals will review the advisory opinion and the record of the underlying appeal hearing before the Hearing Officer and will issue its decision within 30 calendar days after completing that review. As part of the Board of Employee Appeals review of the advisory opinion, the following procedures will apply:
 - (a) A copy of the record shall be made available to the parties. Costs for the preparation and copying of the record shall be split equally between the County and the Association.
 - (b) The Board of Employee Appeals shall not decide any case provided for in this provision without affording the parties the opportunity to present either oral or written argument before the Board of Employee Appeals itself.
- (8) In issuing its decision, the Board of Employee Appeals may do any of the following:
 - (a) Adopt the proposed decision in its entirety.
 - (b) Reduce or otherwise mitigate the proposed penalty and adopt the balance of the proposed decision.
 - (c) Make technical or other minor changes in the proposed decision and adopt it as the decision. Action by the Board of Employee Appeals under this paragraph is limited to a clarifying change or

a change of similar nature that does not affect the factual or legal basis of the proposed decision.

- (d) Reject the proposed decision, and decide the case upon the record, including the transcript from the proceedings before the ~~LAJ~~ Hearing Officer, or upon an agreed statement of the parties. By written stipulation of the parties, the Board of Employee Appeals may decide the case upon the record without including review or consideration of the transcript.

If the Board of Employee Appeals rejects and/or modifies the Hearing Officer recommendation, the Board shall detail in writing the basis for such rejection and/or modification.

The decision of the Board of Employee Appeals shall constitute final administrative action and shall be subject to judicial review pursuant to Code of Civil Procedure sections 1094.5 and 1094.6.

Further appeal shall be limited to the Board of Employee Appeals procedures outlined in subsection c.4 below.

- c. Appeal from a Severe Disciplinary Action. An employee a s whose employment is proposed to be terminated shall be notified of the charges and have the opportunity to appeal as described below:
 - (1) Notice. The employee shall be advised in writing of proposed disciplinary action when such action is to result in demotion, suspension without pay for a period of more than five (5) days, or discharge. The written statement shall contain:
 - (a) A description of the events which necessitated the proposed severe disciplinary action;
 - (b) A statement of the charges;
 - (c) A statement of the proposed disciplinary action;
 - (d) A copy of the materials, if any, upon which the proposed personnel action is based. Notification that the employee may review or make copies of available materials, if any, which are too numerous to supply with the notice;
 - (e) A statement of the employee's right to representation; and
 - (f) The right of the employee to meet with the designated management representative or to submit in writing the employee's response to the proposed action at _____ (date and time of response meeting).

No notice shall be served upon an employee unless first reviewed and approved by the County Counsel. A copy of every notice shall be sent to the Director of Support Services. Upon mutual written agreement the response meeting may be delayed beyond the date set in (f) above.

(2) Employee's Response.

- (a) Since the purpose of this meeting is to enable the County to avoid error in taking disciplinary action, any evidence not presented in this response meeting or otherwise presented to the Management Representative prior to management taking final action cannot be presented in any subsequent proceeding.
- (b) An employee's opportunity to respond to the designated management representative is not intended to be an adversary hearing. However, the employee may present the names of witnesses in support of the employee's opposition to the proposed disciplinary action. The limited nature of this response does not inhibit management's authority to initiate further investigation if the employee's version of the facts raises doubts as to the accuracy of the supervisor's information leading to the proposed discipline. The employee may be accompanied and represented by a person of his/her choice during this procedure.

(3) Management Representative's Decision. Following a review of a proposed disciplinary action by the designated management representative, the latter shall cause to be served on the employee affected, by certified mail or personal delivery, a statement signed by him/her indicating, if applicable, the management representative's decision based on the employee's response and, if the proposed action is to be implemented, the specific charges against the employee and the effective date of the action.

- (a) This statement shall clearly inform the employee that the employee, through the employee organization, has the right, within five (5) days after receipt of this notice, to request in writing an appeal before an arbitrator or Board of Employee Appeals to contest the action of the management representative. The request must be filed by the employee with the Director of Support Services with a copy to the Department Head.
- (b) If, within the five (5) day appeal period the employee does not file said appeal, the action of management representative shall be considered conclusive.

(4) Appeal to Board of Employee Appeals. If, within the five (5) day appeal period, the employee files such notice of appeal from intermediate action

by giving to the Director of Support Services written notice of appeal, the Director of Support Services shall forthwith set a hearing and transmit the order of disciplinary action and request for appeal to the Appeals Board for hearing. The Appeals Board shall, as soon as possible commence the hearing and shall notify the interested parties of the time and place of the hearing at least seven (7) calendar days in advance thereof. Except as otherwise provided herein, the Board of Employee Appeals shall operate according to the requirements of the Personnel Rules provisions under which it is established.

- (5) Appeal to Arbitration. If, within the five (5) day appeal period, the employee files such notice of appeal of discharge by giving to the Director of Support Services written notice of appeal, then a time for an appeal hearing before an Arbitrator shall be established which shall not be less than ten (10) days, nor more than sixty (60) days from the date of the filing of the appeal. All interested parties shall be notified in writing of the date, time, and place of hearing at least five (5) days prior to the hearing.
- (a) The Arbitrator shall be selected by requesting a list of nine (9) labor arbitrators from the American Arbitration Association and following that organization's selection procedure.
 - (b) All hearings shall be private; provided, however, that the appellant may request a hearing be open to the public.
 - (c) The hearing shall be conducted in a manner most conducive to determinations of the truth. The Voluntary Labor Arbitration Rules promulgated by the American Arbitration Association shall be used by the Hearing Officer as a guide in ruling on evidentiary matters.
 - (d) Each party shall have the right to be represented by legal counsel or other person of party's choice; to call and examine witnesses on any matter relevant to the issues; to introduce exhibits, to cross-examine opposing witnesses on any matter relevant to the issues even though such matter was not covered on direct examination; to impeach any witness regardless of which party first called him/her to testify; and to rebut the evidence against him/her. If the appellant does not testify in his/her own behalf, the appellant may be called and examined as if under cross-examination. Every witness shall declare by oath or affirmation that the witness will testify truthfully.
 - (e) The Arbitrator shall determine whether to sustain, reject, or modify the action discharging the employee. The written award of the Arbitrator on the merits of any appeal adjudicated within the

Arbitrator's jurisdiction and authority shall be final and binding on the employee, the Association, and the County.

- (f) Mutually incurred costs for the Arbitration procedure shall be divided equally between the County and the Association.
- (g) The jurisdiction and authority of the Arbitrator and the Arbitrator's opinion and award shall be confined exclusively to deciding properly filed, timely appeals from Severe Disciplinary Action as defined above. The Arbitrator shall have no authority to add to or detract from, alter, amend, or modify any provision of this Agreement; to impose on either party a limitation or obligation not explicitly provided for in this Agreement, or to establish or alter any wage rate or wage structure. The Arbitrator shall not hear or decide more than one (1) appeal in one (1) session without the mutual consent of the County and the Association.

C. Abandonment of Position.

An employee who voluntarily quits employment through unauthorized absence (no call, no show) of three (3) consecutive work days or more shall be considered to have abandoned his/her position. Employees terminated under this section shall have the availability of subsections B.2, c. (1), (2) and (3) (introductory paragraph only) of this article. No further appeals shall be afforded because of this voluntary termination.

ARTICLE 16. GRIEVANCE PROCEDURE

A. Definitions.

1. Grievance. A grievance is a claimed violation, misapplication, misinterpretation of a specific provision of this Agreement or one (1) of the policies listed in Article 20.B.3 which adversely affects the grievant.

Disciplinary actions, performance evaluations, preambles, purpose causes, and the exercise or lack of exercise of County rights shall not be grievable, nor shall any complaint for which a separate appeals process is established.

2. Grievant. A grievant is an employee in the unit who is filing a grievance as defined above. Individual grievances with alleged violations, misapplication, or misinterpretations affecting more than one (1) employee in a substantially similar manner may be consolidated at the discretion of management as a group grievance and shall thereafter be represented by a single grievant.
3. Day. Unless otherwise defined, for the purposes of this article "day" shall mean a calendar day.

B. Process.

1. Informal Resolution. Within fourteen (14) days from the event giving rise to a grievance or from the date the employee could reasonably have been expected to have had knowledge of such event, the grievant shall orally discuss the grievance with the grievant's immediate supervisor. A supervisor shall have seven (7) days to give an answer to the employee.
2. Formal Levels - Deputy Sheriff Job Classifications

Level 1: If a grievant is not satisfied with the resolution proposed at the informal level, the grievant may within seven (7) days of such receipt of such answer file a formal written grievance with the grievant's Lieutenant on a form containing a statement describing the grievance, the section of this Agreement allegedly violated, and remedy requested. The Lieutenant or his/her designee, shall, within seven (7) days have a meeting with the grievant and within seven (7) days thereafter give a written answer to the grievant on the form provided.

Level 2: If a grievant is not satisfied with the resolution proposed at Level 1, the grievant may within seven (7) days of such receipt of such answer file a written appeal with the grievant's Captain on a form containing a statement describing the reason for the appeal. The Captain, or his/her designee, shall, within seven (7) days have a meeting with the grievant and within seven (7) days thereafter give a written answer to the grievant on the form provided.

Level 3: If a grievant is not satisfied with the resolution proposed at Level 2, the grievant may within seven (7) days of such receipt of such answer file a written appeal with the Undersheriff on a form containing a statement describing the reason for the appeal. The Undersheriff, or his/her designee, shall, within seven (7) days have a meeting with the grievant and within seven (7) days thereafter give a written answer to the grievant on the form provided.

Level 4: If the grievant is not satisfied with the written answer from the Undersheriff, the grievant may, within seven (7) days from the receipt of such answer, file a written appeal to the Sheriff. Within seven (7) days of receipt of the written appeal, the Sheriff, or his/her designee, shall investigate the grievance which may include a meeting with the concerned parties and, thereafter give written answer to the grievant within seven (7) days.

Level 5: If the grievant is not satisfied with the written answer from the Sheriff, the grievant may, within seven (7) days from the receipt of such answer, file a written appeal to the Director of Support Services. Within seven (7) days of receipt of the written appeal, the Director of Support Services, or his/her designee, shall investigate the grievance which may include a meeting with the concerned parties and, thereafter give written answer to the grievant within seven (7) days.

Level 6: If the grievant is not satisfied with the written answer from the Director of Support Services or his/her designee, the grievant may, within seven (7) days from the

receipt of such answer, file a written appeal to the Grievance Board. The Grievance Board shall consist of three (3) members acting as neutrals:

- a. A Department Head, or his/her designee, of a department from other than the department in which the grievant is employed to be appointed by the CEO;
- b. A County employee represented and designated by the Association, who shall be granted release time to participate in the activities of the Grievance Board; and
- c. The Director of Support Services, or his/her designee, who shall serve as Chairperson.

3. Formal Levels - District Attorney's Investigators Job Classifications

Level 1: If a grievant is not satisfied with the resolution proposed at the informal level, the grievant may within seven (7) days of such receipt of such answer file a formal written grievance with the grievant's manager on a form containing a statement describing the grievance, the section of this Agreement allegedly violated, and remedy requested. The manager shall, within seven (7) days have a meeting with the grievant and within seven (7) days thereafter give a written answer to the grievant on the form provided.

Level 2: If the grievant is not satisfied with the written answer from the manager, the grievant may, within seven (7) days from the receipt of such answer, file a written appeal to the Assistant Department Head. Within seven (7) days of receipt of the written appeal, the Assistant Department Head, or his/her designee, shall investigate the grievance which may include a meeting with the concerned parties and, thereafter give written answer to the grievant within seven (7) days.

Level 3: If the grievant is not satisfied with the written answer from the Assistant Department Head, the grievant may, within seven (7) days from the receipt of such answer, file a written appeal to the Department Head. Within seven (7) days of receipt of the written appeal, the Department Head, or his/her designee, shall investigate the grievance which may include a meeting with the concerned parties and, thereafter give written answer to the grievant within seven (7) days.

Level 4: If the grievant is not satisfied with the written answer from the Department Head, the grievant may, within seven (7) days from the receipt of such answer, file a written appeal to the Director of Support Services. Within seven (7) days of receipt of the written appeal, the Director of Support Services, or his/her designee, shall investigate the grievance which may include a meeting with the concerned parties and, thereafter give written answer to the grievant within seven (7) days.

Level 5: If the grievant is not satisfied with the written answer from the Director of Support Services, the grievant may, within seven (7) days from the receipt of such answer, file a written appeal to the Grievance Board. The Grievance Board shall consist of three (3) members acting as neutrals:

- a. A Department Head, or his/her designee, of a department from other than the department in which the grievant is employed, to be appointed by the CEO,
- b. A County employee represented and designated by the Association, who shall be granted release time to participate in the activities of the Grievance Board, and
- c. The Director of Support Services, or his/her designee, who shall serve as Chairperson.

C. General Provisions.

1. If a grievant fails to carry the grievance forward to the next level within the prescribed time period, the grievance shall be considered settled based upon the decision rendered at the most recent step utilized.
2. If a supervisor or manager fails to respond with an answer within the given time period, the grievant may appeal the grievance to the next higher level as if a negative response had been received on the final day for the decision.
3. The grievant may be represented by a person of the grievant's choice at any formal level of this procedure.
4. Time limits and formal levels may be waived by mutual written consent of the parties. If a specific person is required to respond and that person is unavailable for any period of over three (3) days, the time limit shall be automatically tolled until they once again become available.
5. Proof of service shall be accomplished by certified mail or personal service.
6. The Grievance Board is hereby delegated the independent authority to award expenditures by ordering back pay of up to \$1,000 or reimbursement of leave balances of up to forty (40) hours. Grievance Board resolution of grievances in amounts or requiring expenditures in excess of those amounts must be presented to the Board of Supervisors by the Chairperson of the Grievance Board for a final decision by the Board of Supervisors on the expenditure amount.
7. The County shall recognize up to five (5) Deputy Sheriffs' Association (DSA) stewards. Stewards shall be provided a reasonable amount of release time to investigate and present grievances. A current listing of such stewards, along with the work location of each, shall be provided to the Personnel Office by the DSA. Grievance investigations shall be conducted in such a manner as to interfere as little as possible with work in progress. After notifying the steward's immediate supervisor as far in advance as reasonably possible, the steward shall be permitted to leave the regular work area to deal with grievance matters. Permission for such use of work time shall not be unreasonably withheld.

8. Departmental Policies and other issues which are not grievable, but still of concern to an employee may be processed as a “Complaint” using the Grievance Procedure up through Level 4. The Department Head’s decision on a “Complaint” shall be final and binding.

ARTICLE 17. UNIFORMS AND SAFETY EQUIPMENT

A. **New Hires.** The following clothing and equipment shall be initially provided to Sheriff’s Department employees required by the Sheriff to wear uniforms:

1. One (1) all weather coat and rain pants;
2. Three (3) short sleeved shirts;
3. Three (3) trousers;
4. Three (3) long sleeved shirts;
5. Two (2) ties;
6. One (1) dress belt;
7. One (1) magazine holder;
8. Duty belt;
9. Handcuffs/holder;
10. Keepers;
11. Holster;
12. Ammunition;
13. Two (2) magazines;
14. Weapon (not trainees);
15. Chemical agent/holder;
16. Helmet;
17. Pocket (CPR) mask;
18. One (1) impact weapon and holder;
19. HIV protective equipment; and
20. Other law enforcement equipment or uniforms as the Sheriff deems necessary.

Those items of clothing and equipment not deemed as necessary by the employee will not be issued.

- B. Soft Body Armor.** The Sheriff's Office will continue to provide soft body armor (vest) to safety personnel. Should a reasonably proper fitting vest be unavailable, the Department will provide soft body armor which is properly fitted to the employee. Special ordered vests will not be replaced by the Department during the manufacturer's suggested life of the vest if the necessity to replace the vest is an increase or minor decrease in the weight or proportions of the employee.

C. Uniform Allowance.

1. An eight hundred dollar (\$800.00) uniform allowance for Deputy Sheriffs and Sergeants per year of service and a four hundred dollar (\$400.00) uniform allowance for District Attorney Investigators per year of service, paid with regular payroll in equal installments, if an employee is placed in unpaid status, the employee is not eligible to receive installment. The allowance shall cover all maintenance and replacement of lost, stolen, worn, and damaged uniforms and equipment. Safety equipment shall be replaced by the County.
2. Newly hired employees shall receive a full uniform issue and will receive full uniform replacement as needed until the following July 1st.
3. The following uniform articles are covered by the uniform allowance and must meet the department uniform standards:
 - a. Uniform pants;
 - b. Uniform shirts – long and short sleeves;
 - c. Dress belt; and
 - d. Ties.
4. All Special Team uniforms (i.e., SWAT, SAR) will be provided by the department.
5. All maintenance, tailoring, and other alterations will be at the employee's expense except for replacement or furnishing of department patches, service stripes, or insignia.
6. All optional equipment will be the responsibility of the employee.
7. All safety equipment originally issued and replaced by the department remains the Department's property.
8. If a Department changes or modifies the uniform articles to be replaced by the employee, the replacement costs of such articles shall be subject to meet and confer.

ARTICLE 18. MISCELLANEOUS PROVISIONS

- A. **Joint Issues Forum.** A member of the Association and its paid representative will be invited to attend periodic meetings of the Joint Issues Forum during which County representatives and representatives of each bargaining unit will discuss items of common interest to the County and all employee groups. Meetings of this Forum are not to be construed as meet and confer sessions.
- B. **Employee Assistance Program.** Members of this unit shall be eligible for the Employee Assistance Program and entitled to utilize the services provided within the plan paid for by the County.

ARTICLE 19. NO STRIKES OR WORK STOPPAGES

A. No Strikes.

1. During the term of this Agreement, neither the Association nor its agents, nor any employees, individually or collectively, shall call, sanction, support or participate in any strike, work stoppage, picketing, sit-down, slowdown, or any refusal to enter the Employer's premises, or any other interference with any of the Employer's services of operations, or with the movement or transportation of persons or goods to or from the Employer's premises.
2. The prohibitions of this section shall apply whether or not (i) the dispute giving rise to the prohibited conduct is subject to any dispute resolution procedure provided under this Agreement; (ii) such conduct is in support of or in sympathy with a work stoppage or picketing conducted by the Association, any other labor organization, or any other group of employees; or (iii) such conduct is for any other reason, including but not limited to protest of an alleged violation of any state or federal law, political protest, civil rights protest, consumer protest, or environmental protest.
3. If any conduct prohibited by this section occurs, the Association shall immediately make every reasonable effort to terminate such conduct. If the Association makes such effort to terminate, and does not in any way encourage any of the activities prohibited by this section, which were not instigated by the Association or its staff, the Association will not be liable for damages to the Employer caused by such activities.

- B. **Discipline.** Any employee who participates in any activity prohibited by section 19.1 of this article shall be subject to discharge or such lesser discipline as the Employer in its sole discretion shall determine. The employee shall have recourse to the disciplinary procedure as to the sole question of whether or not the employee participated in any of such prohibited activities. If such participation occurred, the discharge or discipline imposed by the Employer cannot be altered by the person(s) hearing the issue.

ARTICLE 20. FULL UNDERSTANDING, MODIFICATION AND WAIVER

- A. **Full Understanding.** It is intended that this Agreement sets forth the full and entire understanding of the parties regarding the matters set forth herein and all other topics subject to

bargaining, and therefore any other prior or existing understanding or Agreement by the parties, whether formal or informal, written or unwritten, regarding such matters is hereby superseded or terminated in their entirety.

B. No Interim Bargaining.

1. It is agreed and understood that during the negotiations which culminated in this Agreement each party enjoyed and exercised without restraint, except as provided by law, the right and opportunity to make demands and proposals or counter-proposals with respect to any matter subject to bargaining and that the understandings and agreements arrived at after the exercise of that right are set forth in this Agreement.
2. The parties agree, therefore, that the other shall not be required to negotiate with respect to any subject or matter, whether referred to or not in this Agreement, except as specifically provided for herein.
3. Notwithstanding the above, the County agrees to retain the following listed policies which are included in the County Personnel Rules unless the Association is given notice and opportunity to meet and confer on any substantive changes. Should the Association choose to exercise its option to meet and confer, it must notify the County within fifteen (15) calendar days after receiving the County's notice and such process shall commence with thirty (30) days thereafter.
 - a. Layoff Procedures;
 - b. Employee Appeals Procedure;
 - c. Sexual Harassment Policy;
 - d. Substance Abuse Policy (compatible with County Policy where gaps occur);
 - e. Incompatible Outside Employment;
 - f. Jury Duty;
 - g. Salary administration provisions dealing with merit steps; salary on promotion; range changes, reclassifications, transfer and demotion; biweekly basis; and anniversary dates;
 - h. Travel and Reimbursement Policy;
 - i. Performance Evaluation Policy (Procedural Only);
 - j. Pre-Employment Contract for new employees; and
 - k. Vehicle Policy.

The Association agreed to changes in the Sheriff's Alcohol Free / Drug Free Policy and the following Personnel Policies, once finalized to apply County wide: Vacation Donation Bank, Voluntary Time Off, Harassment / Discrimination, Electronic Assets, County Assets / Privacy, and Performance Evaluation.

- C. **Modification.** Any agreement, alteration, understanding, waiver or modification of any of the terms or provisions contained in this Agreement shall not be binding on the parties unless made and signed in writing by all of the parties to this Agreement, and if required, approved and implemented by the County's Board of Supervisors.
- D. **Waiver.** The waiver of any breach, term, or condition of this Agreement by either party shall not constitute a precedent in the future enforcement of all its terms and provisions. Regarding matters not covered by this agreement, the Association agrees that it has specifically waived any further right to bargain during the term of this Agreement on any subject discussed in bargaining or listed in the County Rights and Responsibilities clause (Article 4).
- E. **Supersession.** This Agreement shall supersede any documents unilaterally adopted by the County where conflicts exist regarding a subject covered herein.

ARTICLE 21. SAVINGS PROVISION

If any provisions of this Agreement are held to be contrary to law by a court of competent jurisdiction, such provisions will not be deemed valid and subsisting except to the extent permitted by law, but all other provisions will continue in full force and effect.

ARTICLE 22. TERM OF AGREEMENT

The term of this Agreement shall commence on September 1, 201~~86~~, and expire at midnight on August 31, 20~~2018~~. Unless otherwise noted herein, any changes caused by the approval of this Agreement shall be prospective and implemented as of the first of the payroll period immediately succeeding its formal adoption by the Board.

For the County:

For the Association:

Gage Dungy, Chief Negotiator

Steve Allen, Chief Negotiator

Angela Davis, Director of Support Services

Mark Dudley, President

Shelley Forbes, Team Member

Tom Moon, Team Member

Kari Hallstrom, Team Member

Garet Baldwin, Team Member

Jason Barnhart, Team Member

Joe Scary, Team Member

Date

Date

ATTACHMENT A
DEPUTY SHERIFFS' ASSOCIATION SALARY FOR MOU TERM

Job Classification	Range	Current 9/1/2016	
		A-Step	F-Step
Deputy Sheriff Trainee	FLAT	3900	3900
Deputy Sheriff Entry Level	FLAT	4094	4094
Deputy Sheriff (Journey Level/Lateral)	487	4300	5488
District Attorney's Investigator I	492	4406	5624
District Attorney's Investigator II	512	4858	6200
Sergeant	512	4858	6200
Supervising District Attorney's Investigator	542	5624	7178

ATTACHMENT B
DEPUTY SHERIFFS' ASSOCIATION SALARY FOR MOU TERM

Job Classification	Range	Beginning With Pay Period 9/18/2016	
		A Step	F Step
Deputy Sheriff Trainee	FLAT	4017	4017
Deputy Sheriff Entry Level	FLAT	4217	4217
Deputy Sheriff (Journey Level/Lateral)	487	4429	5652
District Attorney's Investigator I	492	4538	5793
District Attorney's Investigator II	512	5004	6386
Sergeant	512	5004	6386
Supervising District Attorney's Investigator	542	5793	7393

ATTACHMENT C
DEPUTY SHERIFFS' ASSOCIATION SALARY FOR MOU TERM

Job Classification	Range	Beginning With Pay Period 9/3/2017	
		A Step	F Step
Deputy Sheriff Trainee	FLAT	4138	4138
Deputy Sheriff Entry Level	FLAT	4344	4344
Deputy Sheriff (Journey Level/Lateral)	487	4561	5822
District Attorney's Investigator I	492	4674	5966
District Attorney's Investigator II	512	5154	6578
Sergeant	512	5154	6578
Supervising District Attorney's Investigator	542	5966	7615

ATTACHMENT A
DEPUTY SHERIFFS' ASSOCIATION SALARY FOR MOU TERM

Job Classification	Range	Current – As of September 1, 2018	
		A Step	F Step
Deputy Sheriff Trainee	FLAT	4138	4138
Deputy Sheriff Entry Level	FLAT	4344	4344
Deputy Sheriff (Journey Level/Lateral)	487	4561	5822
District Attorney's Investigator I	492	4674	5966
District Attorney's Investigator II	512	5154	6578
Sergeant	512	5154	6578
Supervising District Attorney's Investigator	542	5966	7615

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ATTACHMENT B
DEPUTY SHERIFFS' ASSOCIATION SALARY FOR MOU TERM

<u>-</u> <u>Job Classification</u>	<u>-</u> <u>Range</u>	<u>Effective with Pay Period</u> <u>Beginning November 11, 2018</u>	
		<u>A Step</u>	<u>F Step</u>
<u>Deputy Sheriff Trainee</u>	<u>FLAT</u>	<u>4262</u>	<u>4262</u>
<u>Deputy Sheriff Entry Level</u>	<u>FLAT</u>	<u>4474</u>	<u>4474</u>
<u>Deputy Sheriff (Journey Level/Lateral)</u>	<u>487</u>	<u>4698</u>	<u>5997</u>
<u>District Attorney's Investigator I</u>	<u>492</u>	<u>4815</u>	<u>6145</u>
<u>District Attorney's Investigator II</u>	<u>512</u>	<u>5309</u>	<u>6775</u>
<u>Sergeant</u>	<u>512</u>	<u>5309</u>	<u>6775</u>
<u>Supervising District Attorney's Investigator</u>	<u>542</u>	<u>6145</u>	<u>7843</u>

ATTACHMENT C
DEPUTY SHERIFFS' ASSOCIATION SALARY FOR MOU TERM

<u>-</u> <u>Job Classification</u>	<u>-</u> <u>Range</u>	<u>Effective with Pay Period</u> <u>Beginning September 1, 2019</u>	
		<u>A Step</u>	<u>F Step</u>
<u>Deputy Sheriff Trainee</u>	<u>FLAT</u>	<u>4432</u>	<u>4432</u>
<u>Deputy Sheriff Entry Level</u>	<u>FLAT</u>	<u>4653</u>	<u>4653</u>
<u>Deputy Sheriff (Journey Level/Lateral)</u>	<u>487</u>	<u>4886</u>	<u>6236</u>
<u>District Attorney's Investigator I</u>	<u>492</u>	<u>5007</u>	<u>6391</u>
<u>District Attorney's Investigator II</u>	<u>512</u>	<u>5521</u>	<u>7046</u>
<u>Sergeant</u>	<u>512</u>	<u>5521</u>	<u>7046</u>
<u>Supervising District Attorney's Investigator</u>	<u>542</u>	<u>6391</u>	<u>8157</u>

ATTACHMENT D**TABLE OF APPLICABLE PERS PENSION FORMULAS**

Tier	Classifications	Retirement Formula	Final Compensation	Dates of Employment
I	Dep Sheriff Sergeant Dist Atty Inv	3%@50	Highest 1 Yr	Prior to 5/8/11
II	Dep Sheriff Sergeant Dist Atty Inv	3%@55	Avg of Highest 3 Years	5/8/11 to 12/31/12
III	Dep Sheriff Sergeant Dist Atty Inv	2.7%@57	Avg of Highest 3 Years	1/1/13* and after

Tier	Classifications	Retirement Formula	Final Compensation	Dates of Employment
I	Dep Sheriff Trainee	2%@55	Highest 1 Yr	Prior to 5/8/11
II	Dep Sheriff Trainee	2%@60	Avg of Highest 3 Years	5/8/11 to 12/31/12
III	Dep Sheriff Trainee	2%@62	Avg of Highest 3 Years	1/1/13* and after

**As determined by CalPERS. This may not apply to lateral transfers.*

**COUNTY OF SHASTA
AND THE
SHASTA COUNTY DEPUTY SHERIFFS' ASSOCIATION**

**MEMORANDUM OF UNDERSTANDING
FOR THE**

**DEPUTY SHERIFF, SERGEANT
AND
DISTRICT ATTORNEY INVESTIGATOR UNIT**



September 1, 2018 through August 31, 2020

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ARTICLE 1. PARTIES

This Agreement is entered into on November 6, 2018, by and between the County of Shasta (hereinafter referred to “Employer” or “County”) and the Shasta County Deputy Sheriffs’ Association (hereinafter referred to as “Association”).

Unless otherwise defined, all references to “days” shall mean calendar days.

ARTICLE 2. AUTHORIZED AGENTS

For the purpose of administering the terms and provisions of this Agreement, the following agents or their designees have been identified:

A. County’s principal authorized agent shall be:

County Executive Officer
County of Shasta
1450 Court Street, Suite 308 A
Redding, CA 96001

Copy to: Director of Support Services
1450 Court Street, Suite 348
Redding, CA 96001

B. Association’s principal authorized agent shall be:

President
Shasta County Deputy Sheriffs’ Association
1800 Park Marina Drive
Redding, CA 96001

Copy to: Steve Allen, Goyette & Associates
1800 Park Marina Drive
Redding, CA 96001

ARTICLE 3. RECOGNITION AND ASSOCIATION TIME BANK

A. Recognition.

The Employer recognizes the Association as the collective bargaining agent for all regular and probationary full-time and part-time employees (1/2 time or more) in the job classifications listed in Attachment A but excluding extra help employees.

B. Association Time Bank.

1. Association members may voluntarily donate vacation leave credits, holiday leave credits, or compensatory time off credits to an Association Time Bank (Time Bank) by designating the type and amount of leave credit on a card provided to the County for that

purpose by the Association. All such donation cards shall be signed by the member. Donations shall be in whole hour increments, and a member may not request withdrawal of any hours so donated. Additionally, all vacation hours not accrued by an employee as a result of exceeding the maximum vacation accrual limit will be put into the Vacation Donation Bank.

2. Association members designated by the Association shall be eligible to use the Time Bank to perform Association business. Such use is subject to reasonable advance request by the Association and approval by the Department Head. Requests shall be reviewed in the same manner that requests to use compensatory time are reviewed, including instances when the department is required to use another employee to fill in on an overtime basis. Should a request be granted which requires using a fill-in employee on an overtime basis to replace the employee released from duty on time bank leave, then the additional one-half (1/2) time shall also be deducted from the time bank.
3. Approved time off will be in whole hour increments. Members may not use Time Bank hours in excess of the accrual balance in the Time Bank.
4. The County agrees to implement such administrative procedures as are necessary in order to implement the transfer of leave credits and tracking the bank balance. Reasonable fees may be charged by the County for the administration of this program.
5. The parties agree this Time Bank program is separate from, and not governed by, the time off provisions as provided in section 3505.3 of the Government Code.

The parties agree that this Time Bank program is in lieu of any program authorized by any time bank or similar law enacted by the State of California. The parties each expressly waive the provisions of any such law for the duration of the term of this Agreement.

ARTICLE 4. COUNTY RIGHTS AND RESPONSIBILITIES

County retains, solely and exclusively, all the rights, powers, and authority exercised or held prior to the execution of this Agreement, except as expressly limited by a specific provision of this Agreement. Without limiting the generality of the foregoing, the rights, powers, and authority retained solely and exclusively by the County and not abridged herein, include, but are not limited to the following: To manage and direct its business and personnel; to manage, control, and determine the mission of its departments, building facilities, and operations; to create, change, combine, or abolish jobs, policies, departments, and facilities in whole or in part; to subcontract or discontinue work for economic or operational reasons; to direct the work force; to increase or decrease the work force, temporarily furlough employees for economic reasons, and determine the number of employees needed; to hire, assign, transfer, promote, and maintain the discipline and efficiency of its employees; to establish work standards, schedules of operation, and reasonable work load; to specify or assign work requirements and require overtime; to schedule working hours and shifts; to adopt rules of conduct and penalties for violation thereof; to determine the type and scope of work to be performed by County employees and the services to be provided; to classify positions; to establish initial salaries of new job classifications after notification of the Association; to determine the methods, processes, means, and places of providing services; and to take whatever action necessary to prepare for and operate in an emergency.

ARTICLE 5. PROBATIONARY PERIOD

- A. **Initial Probation.** Upon initial appointment as Deputy Sheriff, employees shall serve the equivalent of eighteen (18) months of full-time service as a probationary period. Upon initial appointment as a District Attorney's Investigator or as a lateral hire Deputy Sheriff, employees shall serve the equivalent of twelve (12) months of full-time service as a probationary period. During the probationary period, an employee may be dismissed without cause or right of appeal.
- B. **Promotional Probation.** Upon promotion to a different job classification with a higher salary schedule, an employee shall serve the equivalent of twelve (12) months of full-time service as a probationary period, during which time the employee may be returned to the employee's previous job classification without cause or right of appeal, provided the employee achieved permanent status in the previous class.
- C. **Probationary Period Completion.** Any accumulated time absent during the probationary period for a period of more than one hundred and sixty (160) hours shall serve to extend the employee's probationary period for the total period of absence.
- D. **Rejection from Probation.** Rejection during a probationary period is not a disciplinary action. The decision to release an employee from probation must be approved by the Director of Support Services, or his/her designee, and County Counsel prior to release.
- E. **Trainee Status.** Persons appointed as Deputy Sheriff Trainees shall be considered temporary employees, and shall not begin serving a probationary period until having met the qualifications for and been appointed to the class of Deputy Sheriff.

ARTICLE 6. HOURS

- A. **Work Hours.** Except in emergencies, the regular work week of full-time unit employees shall normally consist of five (5) days of eight (8) hours each, exclusive of lunch period. Each employee shall be assigned regular starting and quitting times, which shall not be changed without prior notice.
- B. **Alternate Work Schedules.** Other work schedules (including the 12-plan) may be implemented by the County at its sole discretion upon thirty (30) days prior notice to affected employees. Any return to the standard 5-8 schedule shall remain at the sole discretion of County management and may be implemented upon thirty (30) days prior notice to the Association or, if on a single position, to the affected employee. Such time periods shall not apply to emergency situations or individual circumstances which are unplanned.
- C. **Rest Periods.** When practical, employees shall be granted a fifteen (15) minute paid rest period during each half work shift of four (4) hours or longer. Such breaks shall not be taken within one (1) hour of the employee's starting time, quitting time, or meal break, and shall not be accumulated or used to supplement meal breaks, arrive to work late, or leave work early.
- D. **Meal Periods.** An unpaid meal period of up to one (1) hour shall be part of the normal daily work schedule. Such meal period shall occur at approximately the midpoint (after four hours) of

the shift and be approved by the employee's supervisor. Some work schedules may include a meal period within the scheduled duty hours. In such cases no specific off duty meal time shall be granted.

- E. **Release From Duty.** When the best interest of the County requires the immediate removal of the employee from the employee's position, any employee may be released from regularly assigned duties with pay and benefits by the Department Head, or his/her designee, for a period not to exceed eighty (80) working hours upon the approval of the Personnel Director. Upon showing of good cause by the appointing authority, such release from duty may be extended in eighty (80) hour increments for a maximum of twelve (12) months upon approval from the Personnel Director.

ARTICLE 7. OVERTIME

- A. If, in the judgment of the Department Head, work beyond the assigned work period is required of a regular full-time employee, such overtime worked shall be compensated for as follows:
1. Sheriff's Office Employees: Deputy Sheriff Trainee, Deputy Sheriff-Entry Level, Deputy Sheriff-Journey Level/Lateral, and Sergeant. Employees have the option to receive time and one-half (1-1/2) pay or Compensatory Time Off (CTO) at a rate of one and one-half (1-1/2) hours for each hour worked in excess of the employee's assigned work shift (of at least eight hours) or eighty (80) hours in a fourteen (14) day work period; provided further, that such employees shall receive cash payment for overtime accrued in excess of eighty (80) overtime hours (one hundred twenty [120] straight-time hours).
 2. District Attorney: District Attorney's Investigator and Supervising District Attorney's Investigator. Employees shall be entitled to overtime compensation at a rate of one and one-half (1-1/2) hours for each hour worked in excess of the employee's assigned work shift (of at least eight hours) or forty (40) hours in a seven (7) day work period. Employees shall be entitled to CTO as overtime compensation; however, the employee may alternatively receive pay at the discretion of the Department Head based on operational needs. CTO shall be accumulated at a rate of one and one-half (1-1/2) times their hourly rate as overtime compensation. CTO may be accumulated up to one hundred twenty (120) hours (eighty hours at time-and-one-half). Accumulated CTO shall be scheduled and used prior to the use of accrued vacation or holiday time unless the employee is within twelve (12) pay periods of incurring a loss of accrued leave.
 3. Overtime Eligibility. Only hours worked may be used to determine eligibility for overtime. Hours worked shall be deemed to include: Travel time as required by Fair Labor Standards Act (FLSA), required jury duty, vacation (approved per Article 14, Section B.3), credit holiday time off, required off-shift training meetings, actual time in court appearances, and shooting practice required by the Department.

B. Compensatory Time Off (CTO). Accrued CTO may be used upon approval of the Department Head, or his/her designee.

1. Policy. It shall be the policy of the Shasta County Sheriff's Office to allow employees to use CTO accrued under the FLSA within a reasonable period after the employee makes the request if the use of the CTO does not unduly disrupt the operations of the Sheriff's Office. In addition, the Sheriff may designate the taking of CTO when conditions allow.
2. Purpose. The purpose of this policy is to establish a procedure to be followed by employees in requesting the use of CTO accrued under the FLSA. The Shasta County Sheriff's Office will give consideration to all requests for the use of CTO.

C. Procedure.

1. CTO must have been earned and recorded prior to the beginning of the pay period in which it is taken.
2. Requests for CTO shall be made within a reasonable period in advance of the requested date of the time off. The Sheriff's Office reserves the right to deny a request for use of CTO if the request was not made within a reasonable period of time in advance of the date requested. Whether a request for CTO has been made within a reasonable period will be determined by considering the customary work practices within the Sheriff's Office based on the facts and circumstances of each case. These work practices include, but are not limited to:
 - a. The normal schedule of work;
 - b. Anticipated peak workloads based on past experience;
 - c. Emergency requirements for staff and services;
 - d. The availability of qualified substitute staff; and
 - e. As a general rule, requests for CTO shall be made to the member's supervisor at least one (1) work week, i.e. five (5) work days in advance of the requested date of the time off.
3. Requests for time off made with less than five (5) work days' notice will be considered on a case-by-case basis. The requesting member shall provide an explanation for the short notice of the request.
4. If the request for the use of CTO was made within a reasonable period of time in advance of the date requested, the supervisor will grant the use of the CTO unless it unduly disrupts the operations of the Sheriff's Office. To be an "undue disruption," the supervisor must reasonably, and in good faith, anticipate that the use of CTO would impose an unreasonable burden on the Sheriff's Office's ability to provide services of acceptable quality and quantity for the public during the time requested

without the use of the member's services. The supervisor should take into consideration such factors as minimum staffing levels, anticipated workloads, emergency requirements for staff and services during the time in question, and the availability of qualified substitute staff. Mere inconvenience is an insufficient basis for denial of a request for CTO. Supervisors and staff members are encouraged to assist each other in meeting organizational needs.

5. A request for the use of CTO may not be denied on the sole basis that another member will be required to work overtime to cover the shift. If overtime is required, the supervisor shall post the overtime shift for sign up to back fill the position. Staff members making requests for CTO are encouraged to assist the supervisor by having the name of a staff member willing to fill the overtime position at the time the request for CTO is made. The supervisor shall have the final authorization on the selection process.
6. Approval of a request to use CTO may be revoked at any time by the Sheriff's Office if circumstances change such that the use of CTO on a given date will, in the judgment of the Sheriff, or his/her designee, unduly disrupt the operations of the Sheriff's Office.
7. Employees may be required, at the discretion of the Sheriff, or his/her designee, to use CTO.
8. Hours designated for CTO in excess of the maximum accruals shall be paid in cash at the appropriate rate. Upon separation from County employment, employees shall be entitled to payment for accrued compensatory time..

D. Second Contiguous Shift Worked.

Employees shall be eligible for time and one-half (1-1/2) for time worked on the second of two (2) contiguous shifts to which assigned.

ARTICLE 8. COMPENSATION

- A. **Wages.** Wages for job classifications in this unit are as shown in Attachments A, B, and C.
- B. During this Agreement, wage schedule increases shall occur at the beginning of the pay period on the following dates with the indicated percentage increases:

Attachment	Applicable Date	Percentage Increase
A	September 1, 2018	Current Salary Range
B	November 11, 2018	3.0%
C	September 1, 2019	4.0%

- C. **Merit Step Increases.** Employees shall be eligible to progress from step to step within the appropriate range depending on merit. Such progression shall not be automatic, but shall be

governed by the County's Personnel Rules except that step movement from Step A to Step B shall occur after twelve (12) months.

D. Work Above Classification.

1. Qualification Period. When an employee is temporarily assigned to the duties of a vacant higher level position, the employee shall, commencing on the eighty-first (81st) hour and effective the first (1st) hour, receive a rate equivalent to that provided for under County promotional rules. To be eligible for the higher rate, the employee must:
 - a. Be assigned in writing by the Department Head with the approval of the County Personnel Office;
 - b. Be assigned for other than training purposes;
 - c. Perform the full regular duties of the higher position; and
 - d. Perform the duties of the higher position for a period of at least eighty (80) work hours, except with an approved interruption. Holidays shall be treated like weekends or comparable regularly scheduled days off.
 - (1) An approved interruption shall be the use of approved leave balances not to exceed an accumulation of sixteen (16) hours during the eighty (80) hour qualification period.
 - (2) Returning to the employee's regularly assigned position for more than sixteen (16) accumulated work hours will cause the eighty (80) hour requirement to begin again if full duties of the higher position are resumed.
 - e. Reestablish eligibility for a higher rate by meeting the above four (4) criteria on a semi-annual basis.
2. Payment for Hours Worked. An employee who has qualified for the higher rate shall receive such a rate on an hourly basis only for hours worked while so assigned.
3. Definition of Vacant Higher Level Position. A "vacant higher level position," as referred to herein, is understood to include absences by the incumbent of the higher position of more than eighty (80) working hours including vacation, sick, or other forms of leave.

A "vacant higher level position" may also include a portion of a position in which the incumbent is temporarily unable to perform all of the essential functions of the job due to a documented health condition. In this case, an employee may be assigned to temporarily work out of class to perform the full duties associated with the essential function(s) the incumbent cannot perform, providing that this work accounts for at least twenty-five percent (25%) of the job. The higher rate of pay

will apply only to those hours in which the employee working out of class performs duties specific to the essential functions the incumbent cannot perform. The employee assigned to work out of class must work in this capacity for more than two (2) regularly scheduled work weeks, after which out of class pay will apply to the hours worked performing assigned higher level duties effective the first day such work was performed. Additionally, a Department Head must obtain approval from the Director of Support Services, or his/her designee, prior to assigning an employee to work out of class in a position subject to the conditions described in this paragraph.

Note: This section is limited to cases where an employee's doctor releases the employee to work in a limited capacity (including full-time work doing limited duties, and part-time work doing full or limited duties) and the County determines it can accommodate the employee with a temporary, modified duty assignment and another employee can reasonably be called upon to perform those essential functions of the job that the employee with limitations cannot perform.

E. Specialty Assignment Pay -- Hourly Differentials. The following stipends are agreed to be offered for actual hours worked under the described conditions. It is further agreed that no right to such differential exists except as it is connected to the duty performed.

1. Officer-in-Charge. Deputy Sheriffs and District Attorney Investigators assigned Officer-In-Charge duties will receive an additional five percent (5%) of base wages while working in such a capacity on an hour for hour basis.
2. Field Training Officer (FTO). When a qualified FTO is assigned by Sheriff's or District Attorney's management to perform field training duties with respect to a specific trainee, all hours worked in such capacity shall be compensated by an additional five percent (5%) of base wage. Nothing in this section shall be construed to reduce the Sheriff's or District Attorney's discretion in reassigning FTO duties.
3. Certified Instructor Pay. An officer who is certified to perform the instructor duties for Defensive Tactics; Fire, Life, and Safety Officer; Canine; and Rangemaster and Firearms shall receive an additional five percent (5%) of base wage for each hour of such duty performed.

F. Specialty Assignment Pay -- Other Differentials.

1. Payment for Canine Assignment and Care of Patrol Dogs. Employees in canine assignments shall be compensated an additional ten (10) hours per pay period at one and one-half (1-1/2) times the prevailing federal or state minimum hourly wage (as may be amended) during the time a patrol dog is assigned to them. Compensation (example below) shall be considered full pay in lieu of any other overtime compensation for all home duties including feeding and watering, exercising, grooming, bathing, bonding, training, arranging for and transporting for veterinary care, and other routine maintenance of the canine. Expenses for travel necessary for extraordinary veterinary care shall be reimbursed pursuant to the County's Travel Policy.

Example:

Minimum Hourly Wage	Minimum Wage Overtime Rate	Compensation Per Pay Period	Annualized Compensation
\$8.00	\$12.00	\$120.00	\$3,120

2. Detective/Coroner Assignment. During the period of time an employee is assigned by management and works as a Detective or Deputy Coroner Investigator, the employee will receive five percent (5%) in addition to the employee's normal base salary. In addition to the foregoing, an employee placed in an assignment where the duties are primarily investigative in nature, may petition the Sheriff for consideration of payment of five percent (5%) in addition to the employee's normal base salary. The decision of the Sheriff shall be final and not subject to the Grievance Procedure of this Agreement.
3. Resident Deputy Assignment. During the period of time a Deputy Sheriff is assigned by management to live in and service a specific unincorporated community as a Resident Deputy on a continuous basis, the employee will receive five percent (5%) in addition to the employee's normal base salary. Beginning June 29, 2014, this section shall apply to deputies assigned to the Burney station.
4. Resident Deputy Housing Allowance. During the period of time a Deputy Sheriff is assigned by Management to live in and service a specific unincorporated community as a Resident Deputy on a continuous basis, the employee will receive \$5,000 per year housing allowance, paid with regular payroll in equal installments. If an employee is placed on unpaid status, the employee is not eligible to receive the installment.
5. Reassignment. It is agreed that any reassignment that results in a loss of Specialty Pay pursuant to this section is not in and of itself disciplinary in nature. However, the parties agree that such reassignment may be appealed within seven (7) calendar days from notice to the affected employee by requesting an administrative hearing before the Sheriff, or his/her designee, whose decision shall be final and binding.

G. P.O.S.T./Education Pay.

1. Intermediate P.O.S.T. Certificate. Any unit member who attains or possesses an Intermediate P.O.S.T. Certificate shall be eligible to receive an additional four and one-half percent (4.5%) of salary as P.O.S.T. pay, providing the employee has completed at least six (6) months with his/her respective department. Initial eligibility shall require an "overall" performance evaluation of "meets expected standards" for the previous six (6) month period. Eligibility shall not be earlier than the beginning of the payroll period following the date stated on the P.O.S.T. Certificate.
2. Advanced P.O.S.T. Certificate. Any unit member who attains or possesses an Advanced P.O.S.T. Certificate shall be eligible to receive an additional three and one-

half percent (3.5%) of salary as P.O.S.T. pay under the same conditions as above, for a maximum of eight percent (8.0%) above base salary.

3. Reinstatement. Persons who are rehired, and immediately previous to leaving County employment were receiving P.O.S.T. pay, shall be deemed to satisfy the above criteria at the appropriate level.

H. Standby and Callback.

1. Assignment Pay. A Department Head, or his/her designee, may assign employees to standby. Sheriff's Office employees assigned standby shall be compensated at a rate of \$3.00 per hour while so assigned. District Attorney employees assigned standby shall be compensated at a rate of \$2.50 per hour while so assigned. Standby duty pay shall cease during the hours for which callback is paid.
2. Requirements. In order for an employee to become eligible for standby pay, the employee must be assigned to standby status by the Department Head requiring the employee to:
 - a. Review the projected standby assignment schedule within the deadlines established by the applicable department;
 - b. Wear a County-provided pager, or be available by telephone during standby assignment;
 - c. Contact the department/dispatch and respond to the callback location within the time period established by the Department Head;
 - d. Respond promptly to callbacks during scheduled standby time unless the employee has notified the department of the name of another qualified employee who will respond;
 - e. Refrain from activities that impair the employee's ability to perform assigned duties;
 - f. Request mileage reimbursement for callback responses performed in non-County vehicles within one (1) month after mileage costs are incurred;
 - g. Receive permission to transport non-County employees in County vehicles no later than the last working day prior to standby assignment; and
 - h. Accept the applicable standby pay as referred to in subsection 1 as full consideration for any inconvenience the standby assignment may pose.
3. Distinguished from Subject to Call. Standby status is to be distinguished from uncompensated status of being "subject to call," wherein an employee returns to work during off-duty hours in response to being called, but is not required to meet the standby criteria.

4. **Callback from Standby.** Any employee, when called back to duty from standby status, shall be compensated for the hours worked at one and one-half (1-1/2) times the equivalent hourly rate of their regular salary. The minimum for each callback from standby duty shall be two (2) hour. Such time worked shall not include travel time between an employee's residence and the employee's regularly assigned work location.
5. **Pay for Callback While Not on Standby.**
 - a. Any unit employee not on standby status who is called back to work shall be credited with a minimum of three (3) hours of time worked. Nothing shall prevent management from assigning such an employee to perform work during this period of time, or longer if needed.
 - b. Should callback time become contiguous with regular work hours, time worked shall not be credited as callback and the minimum time period shall not apply.
6. **Callback from Vacation.** An employee called in to work during the employee's regularly scheduled vacation period shall be compensated at a rate of one and one-half (1-1/2) times his/her regular rate of pay for all time worked at the County's request in accordance with existing policy. "Regularly scheduled vacation period" means vacation approved at least twenty-four (24) hours in advance.
7. **Court Cancellation.** An employee shall receive a minimum of four (4) hours of straight time compensation if Court appearance is cancelled within 48 hours of scheduled appearance.

I. Shift Differential.

1. **Swing Shift.** That regularly assigned shift during which at least fifty percent (50%) of the hours occur between the hours of 1600 and 0030. Unit members assigned to the swing shift shall receive an additional seventy-five cents (\$0.75) for each hour so worked.
2. **Graveyard Shift.** That regularly assigned shift during which at least fifty percent (50%) of the hours occur between the hours of 0030 and 0900. Unit members assigned to the graveyard shift shall receive an additional one dollar (\$1.00) for each hour so worked.
3. **Twelve (12) hour Shifts.** Unit members who work a twelve (12) hour shift schedule shall receive an additional seventy-five cents (\$0.75) for each hour worked between 1600 hours and 2400 hours (midnight) above their normal hourly pay, and one dollar (\$1.00) for each hour worked between 2400 hours (midnight) and 0800 hours above their normal hourly pay. This shall apply to all qualifying shifts within the normal shift schedule.

4. **Applicability.** Except as required by the FLSA, such differentials shall not be considered part of the regular base wages and therefore not applicable to vacation, sick leave, and other forms of non-work pay.

J. **Retirement.** County retirement is provided through the California Public Employees Retirement System (CalPERS). Except for the Deputy Sheriff Trainee, employees hired prior to the May 8, 2011 contract amendment between the County and CalPERS are covered under the Safety retirement provisions with a 3% @ age 50 benefit. Employees hired after the May 8, 2011 contract amendment between the County and CalPERS shall be included in the Safety retirement provisions with a 3% @ 55 benefit. Employee-paid contributions to CalPERS for Safety retirement benefits are nine percent (9%) of Persable compensation. Employees hired on or after January 1, 2013 are covered under the California Public Employees Pension Reform Act (PEPRA) enactment with a benefit formula of 2.7% @ 57 or as determined by CalPERS in compliance with California state law and employee-paid contribution rates as determined by PEPRA provisions. See Attachment D.

1. **Trainees.** Deputy Sheriff Trainees hired prior to May 8, 2011 are covered under the miscellaneous provisions with a 2% @ 55 benefit, Employees hired after May 8, 2011 and before January 1, 2013 are covered under the miscellaneous provisions with a 2% @ age 60 benefit, Employees hired January 1, 2013 or after are covered by the benefits 2% @ 62 and employee-paid contribution rates as determined by PEPRA provisions.
2. **Determination of Final Compensation.** Employees hired prior to May 8, 2011 shall have their final compensation for computing retirement determined based on the average monthly compensation for the highest single year (or consecutive twelve months). New hires after May 8, 2011 will be covered by the retirement formula being based upon the average of the highest three (3) years of service.
3. **CalPERS - 4th Level of 1959 Survivor Benefits.** The County's CalPERS contract provides the 4th Level of 1959 Survivor Benefits.
4. **Pre-Tax of Employee Paid Member Contributions.** The County allows employee paid member contributions to CalPERS to be deducted from the employee's pay check on a pre-tax basis as allowed under IRC Section 414 H.
5. **All employees of the Sheriff's Office shall pay the full Employee Contribution as required by CalPERS law.**

K. **Travel and Per Diem Reimbursement.** The County will pay travel and per diem payments to employees required to travel on County business at the rates established in the County's Personnel Rules. The County will pay for or reimburse an employee for the actual, reasonable, and necessary costs associated with a required P.O.S.T. certified training course.

ARTICLE 9. HEALTH AND WELFARE BENEFITS

The County maximum health contributions to medical insurance and the County maximum dental contributions during the term are available online at:

https://www.co.shasta.ca.us/index/support_index/personnel/benefits/medical_rates.aspx

A. Health Insurance.

1. For the stated term of this Agreement, the County will pay eighty-five percent (85%) of the Employee Only medical premium and sixty-five percent (65%) of the Employee plus One and Employee plus Family medical premium cost categories of PERS Choice (or equivalent plan). The County contribution includes the PEHMCA minimum contribution. Those percentages shall be converted to monthly maximums which dollar amounts shall not be exceeded without specifically being changed through the negotiations process. The employee will pay that portion of the premium not contributed by the County..
2. For covered employees hired prior to January 1, 2017 who retire from active County service and have not elected to be covered under Article 9.G the retiree medical premium will be paid as follows:
 - a. The County will continue to pay the statutory minimum amount prescribed by Government Code section 22892 directly to CalPERS;
 - b. CalPERS will deduct the balance of the medical premium from the retiree's retirement payment; and
 - c. The County will reimburse the retiree the agreed County's contribution amount based upon the PERS Choice rates for the coverage in which the employee is enrolled (i.e., Employee Only, Employee plus One, or Employee plus Family), minus the statutory amount prescribed by Government Code section 22892 paid by the County directly to CalPERS.
3. For covered employees hired on or after January 1, 2017 who retire from active County service; the retiree medical premium will be paid as follows:
 - a. The County will continue to pay the statutory minimum amount prescribed by Government Code section 22892 directly to CalPERS; and
 - b. CalPERS will deduct the balance of the medical premium from the retiree's retirement payment.
4. Spouse or Registered Domestic Partner Accommodation. Should an employee and his/her spouse, or registered domestic partner both work for the County and are both eligible for County-provided health contributions, one (1) employee may choose in writing to be added to his/her spouse's, or registered domestic partner's insurance as a dependent and the County will make a contribution to the dependent coverage that is equal to the Employee-Only contribution of the covered employee's plan in addition to

the County's contribution to covered employee's dependent coverage. In no event shall the total County contribution be greater than the actual premium needed for the level of applicable coverage. Likewise, in no event shall the total County contribution be greater than it would have been without this option being invoked.

5. If, during the term of this Agreement, the legal requirements of the Affordable Care Act have an impact on County rights and obligations regarding health benefits for County employees, the County and the Association agree to reopen Article 9 – Health and Welfare Benefits, in order to meet and confer over such impacts. Unless otherwise mutually agreed to by the County and the Association, the scope of the meet and confer discussion under this section will be limited to the parties' rights and obligations set forth in Article 9 of the Agreement.
6. Agreement to Support Legislative Change. Parties agree to jointly support legislative change to provide for new employee's retiree health benefits to be covered by a vesting schedule with specified percentage of active employees' County contribution.

B. Dental Insurance.

The Association and the County have agreed to base the County's future contributions to the DSA dental plan on future increases to the County's Delta Dental plan premiums even though DSA is currently enrolled in a different dental plan. Cost increases to the DSA dental plan will not trigger an increase to the County's contribution. However, the County will increase its monthly contribution to the DSA dental premium by up to \$5.00 effective with the pay period which includes January 1st of each year and up to a like amount, in subsequent years of this Agreement should the Delta Dental rates increase by that amount. Rate increases greater than those amounts will be absorbed by the employee.

Any changes or modifications to Lincoln Financial coverage billing, enrollment, or administrative procedures shall require prior approval by the County.

- C. **Vision Insurance.** The County shall provide regular employees with County-approved Vision Insurance. Employees may enroll their dependents in the vision plan provided the employee pays any additional cost associated with such enrollment.
- D. **Life Insurance.** The County shall pay the premium for a \$40,000 life insurance policy for each employee in the unit as soon as it can be accomplished under the insurance company's requirements. Employees may purchase additional life insurance under the County's policy or purchase coverage of life insurance for qualified dependents. Purchase of additional insurance shall be subject to the terms and conditions of the County's policy with the insurance carrier.
- E. **Benefit Waiting Period.** The waiting period for County contributions to the above health and dental coverage's shall be six (6) months from time of initial appointment in continuous regular service with the County insofar as such period is not otherwise prohibited by the purveyor of such benefit.
- F. **IRC Section 125 Benefit Plan.** Employees shall sign appropriate authorization forms to establish or decline participation in payroll deductions of pre-tax earnings for payment by the

County of employees medical and dental insurance premiums and flexible spending accounts (including child and dependent care expenses and unreimbursed medical expenses) in accordance with Section 125 of the Internal Revenue Code and Board action of November 3, 1998 and its subsequent updates. The County will not change the benefits or providers of this plan without first seeking input from the bargaining unit.

1. Beginning January 1, 2017, with respect to any full-time covered employee and any part time covered employee hired prior to January 1, 2017 who is enrolled in CalPERS medical insurance, the County will continue to contribute into the 125 Benefit Plan the agreed percentage amount based upon the PERS Choice rates for the coverage in which the employee is enrolled (i.e., Employee Only, Employee plus One, or Employee plus Family), minus the statutory amount prescribed by Government Code section 22892 paid by the County directly to CalPERS on behalf of that employee and minus the required amount contributed by the employee.
2. In no event will the County's contribution under Government Code section 22892 and the applicable agreement exceed the actual cost of the benefit. The covered employee must authorize a payroll deduction for their required contribution. If no authorization is made, the County will not make a contribution to the 125 Benefit Plan.

G. **401(a) Plan.** Any covered employee hired on or after January 1, 2017, shall not be eligible to earn or receive the County contribution to retiree medical benefit as described in Article 9.A.3, but shall receive only the County's minimum contribution amounts required under Government Code section 22892 if they elect to continue CalPERS healthcare after retirement.

Any covered employee who was hired prior to January 1, 2017, may voluntarily elect to participate in the Section 401(a) Plan in lieu of the benefit provided in Article 9.A.3. If the employee voluntarily elects to participate in the 401(a) Plan in lieu of receiving the benefit under Article 9.A.3, the County will contribute the minimum contribution required under Government Code section 22892. The employee will receive contributions into the 401(a) Plan as set forth below. The decision to elect to participate in the 401(a) Plan in lieu of receiving the benefit under Article 9.A.3 shall be irrevocable.

The 401(a) Plan will be administered as follows:

1. The County shall continue to provide an Internal Revenue Code Section 401(a) Plan consistent with this Article. The County shall continue to contribute into the Section 401(a) Plan an amount on behalf of each covered employee electing to participate under this Article equal to the amount contributed by that employee from his or her own pre-tax salary into one of the County's Section 457 deferred compensation plans, but not to exceed 3% of the employee's pre-tax salary. Accordingly, if an employee contributed a total of 1-3% of his or her pre-tax salary to a 457 plan, then the dollar amount of the County's 401(a) contribution would fully match the employee's 457 contribution; if an employee contributed more than 3% of his or her pretax salary to a County 457 plan, then the dollar amount of the County's 401(a) contribution would only be equal to 3% (and not more) of the employee's pretax salary and would not fully match the employee's 457 contribution. The employee may direct the investment of said contributions in accordance

with the options or limitations provided by the 401(a) Plan. Each such employee shall vest (that is, earn the right to withdraw) the County's contributions into the 401(a) Plan on their behalf based on years of County service, as set forth below, subject to any of the plan's requirements.

2. The 401(a) Plan implementing this Article shall provide the following schedule of vesting requirements for any participating employee to earn and be eligible to withdraw or otherwise receive a portion (or in some cases all) of his or her total account value at the time of termination:

<u>Years of COUNTY Service</u>	<u>Portion of Account Value Vested</u>
Less than 1 year	0%
1 year plus 1 day to 2 years	10%
2 years plus 1 day to 3 years	20%
3 years plus 1 day to 4 years	30%
4 years plus 1 day to 5 years	40%
5 years plus 1 day to 6 years	50%
6 years plus 1 day to 7 years	60%
7 years plus 1 day to 8 years	70%
8 years plus 1 day to 9 years	80%
9 years plus 1 day but less than 10 years	90%
10 years	100%

3. In addition to and notwithstanding the foregoing, employee's options for withdrawing, "rolling over," and otherwise using account money (and the tax consequences of such withdrawals and use), shall be subject to any legal requirements or limitations of Internal Revenue Code Section 401(a) and any other applicable laws with which the County and the Plan must comply.

ARTICLE 10. SICK LEAVE

- A. **Accrual.** Regular full-time and part-time employees shall accrue .0462 hours of sick leave for each regularly scheduled hour in a work year. Overtime hours worked do not constitute regularly scheduled hours.
- B. **Usage.** Accumulated sick leave can only be granted for unit employees upon the recommendation of the Department Head in cases of bona fide illness, verification by a licensed medical practitioner, or in the event of serious illness in the employee's immediate family. No paid sick leave may be taken prior to the completion of three (3) months of continuous service.
- C. **Medical and Dental Appointments.** Sick leave may be used for medical or dental appointments when absence during working hours is authorized by the appointing authority. Employees are

expected to secure medical and dental appointments on their own time, but when this is not practical, appointments should be scheduled to reduce to a minimum the amount of time away from work. Medical or dental appointments resulting from an illness or injury covered by Labor Code section 4850, after an employee has been released to regular duty by a medical practitioner, will, if the employee is on duty, be considered 4850 time.

- D. Use While on Vacation.** An employee who becomes ill while on vacation leave and wishes to be placed on sick leave shall make such request to the Department Head immediately or as soon as possible. The Department Head shall then apply criteria normally utilized in approving sick leave.
- E. Medical Appointments/Family Sick Leave.** Sick leave granted because of illness in the immediate family or because of scheduled doctor/dentist appointments for members of the immediate family shall normally be limited to fifty-six (56) working hours per calendar year for all incidents (see also Article 12). Additional accrued sick leave can be authorized to be used for reasons held to be sufficient by the employee's Department Head. Immediate family means father, mother, spouse, registered domestic partner, son, daughter, sister or brother, grandparents, step grandparents, step parents, step children, step sisters, step brothers, grandchildren, step grandchildren, foster children, or as otherwise stipulated in law.
- F. Exceptions.** No County employee shall be entitled to use accrued sick leave while absent from duty on account of any of the following causes:
1. Disability arising from any sickness or injury purposely self-inflicted or caused by any of his/her willful misconduct;
 2. Sickness or disability sustained while on a non-medical leave of absence other than his/her regular vacation; or
 3. When not otherwise eligible under the conditions set forth above.
- G. Sick Leave Retention Incentive Payment.**

Upon separation or termination, other than discharge for cause, unit employees shall become entitled to payment for accrued sick leave as follows, such payment not to exceed the maximum amounts indicated:

Years of Services	% of Accrual Eligible for Cash Payment	Maximum Payment
5 through 9	10%	\$3,500
10 through 14	25%	\$4,500
15 through 19	37 ½%	\$6,000
20 or more	50%	\$6,000

- H. **Sick Leave - CalPERS Service Credit Conversion.** The County amended its CalPERS contract for unit employees to add the benefit whereby an employee may convert some or all of his/her accumulated but unused sick leave to CalPERS service credit upon retirement. Any sick leave utilized for cash payment as provided in Section G above shall not be available for such conversion.
- I. **Sick Leave Accrual Balance as Affected by Layoff.** At the time of layoff, an affected employee shall have the option to receive a sick leave payoff under the applicable formula. If having elected such option and subsequently recalled, such employee shall not be eligible for sick leave accrual balance restoration, unless he/she repays to the County immediately upon return the full cash payoff amount received at the time of layoff.
- J. **Certificate of Illness.** Written verification by a licensed physician or other satisfactory proof of illness, or family illness may be required at the discretion of the Department Head for any use of leave requested for these reasons.

ARTICLE 11. BEREAVEMENT LEAVE

- A. **Bereavement Leave.** Regular full-time and regular part-time employees shall be entitled to bereavement leave without loss of pay or charge against sick leave up to a maximum of twenty-four (24) working hours for each non-concurrent death in the immediate family, including the immediate family of the spouse or registered domestic partner; provided; however, that up to two (2) additional working days chargeable against accumulated sick leave may be granted for reasons deemed sufficient by the Department Head; provided further that such leave with pay shall not be authorized for time expended in business or estate matters. Immediate family means husband, wife, registered domestic partner, father, mother, son, daughter, sister, brother, grandparent, grandchild, step parent, step child, step sister, step brother, step grandparent, or step grandchild.
- B. **Certificate of Bereavement Leave.** Satisfactory proof of death may be required at the discretion of the Department Head for any use of Bereavement Leave.

ARTICLE 12. PREGNANCY DISABILITY LEAVE; FAMILY AND MEDICAL LEAVE

- A. **Pregnancy Disability Leave.**

Refer to current policy in the County Personnel Rules.

- B. **Family and Medical Leave/California Family Rights Act.**

Refer to current policy in the County Personnel Rules.

ARTICLE 13. HOLIDAYS

A. **Official Holidays.** The following are established as official holidays for regular full-time and regular part-time employees:

1. January 1st, New Year's Day;
2. The third Monday in January, Martin Luther King, Jr. Day;
3. February 12th, Lincoln's Day;
4. The third Monday in February, Presidents' Day;
5. The last Monday in May, Memorial Day;
6. July 4th, Independence Day;
7. The first Monday in September, Labor Day;
8. November 11th, Veterans Day;
9. The fourth Thursday in November, Thanksgiving Day;
10. The day following Thanksgiving Day;
11. December 24th, Christmas Eve; and
12. December 25th, Christmas Day.

B. **Observed Holidays.** For those employees on a five (5) day week with Saturdays and Sundays as normal days off, the following shall apply:

1. When a holiday listed above falls on Sunday, Monday will be observed as the paid holiday.
2. When a holiday listed above falls on a Saturday, the preceding Friday shall be observed as the paid holiday.
3. Should December 24th fall on a Friday, December 23rd shall be observed as the paid holiday.
4. Should December 25th fall on a Monday, December 26th shall be observed as the paid holiday.

C. **Annual Holiday Schedule.** The annual holiday schedule shall be announced by the Director of Support Services in January of each year, but such announcement shall not alter any provision of this division.

D. Limitation on Holiday Compensation. No employee shall be compensated more than once for each of the above listed holidays.

E. Work on an Official Holiday.

1. A regular Sheriff's Office employee who does not qualify under Section B above and who works on an official holiday, as defined in Section A, shall earn holiday compensation at a rate of one and one-half (1-1/2) times the hours worked plus straight time pay for the hours worked as full compensation for the official holiday. District Attorney employees shall earn holiday compensation at a rate of one and one-half (1-1/2) times the hours worked plus straight time pay for assigned regular hours, up to a maximum of eight (8) hours, as full compensation for the official holiday. At the employee's choice, the time and one-half (1/2) portion may be taken in pay or as Holiday Credit subject to the provisions of this article.
2. A regular employee who does not qualify under Section B above and who works a shift that overlaps part of an official holiday shall receive holiday compensation for the entire shift if the majority of hours worked (fifty percent or more) fall on the holiday, otherwise the employee shall receive no holiday compensation.

F. Work on an Observed Holiday. An employee working on an observed holiday shall not be eligible to receive time and one-half (1/2) holiday compensation unless that person is covered under Section B above.

G. Holiday Compensation.

1. Those employees covered by Section B above shall receive cash payment for eight (8) hours per holiday subject to the conditions of this article.
2. Those employees not covered by Section B above whose normal day off falls on an official holiday shall receive eight (8) hours Holiday Credit.
3. Holiday Credit may be accumulated to a maximum of one-hundred twenty (120) straight-time hours. Use of such time shall be treated as if it were CTO.
4. An employee who does not work on the holiday must be in a paid status the working day before and the working day after the holiday to be eligible to receive credit for the holiday. An employee who is hired and commences working on the holiday shall receive holiday compensation.

ARTICLE 14. VACATION

- A. **Accrual.** Regular full-time and regular part-time employees paid on an hourly basis shall accrue the following hours of vacation time for each paid regularly scheduled working hour not to exceed eighty (80) regularly scheduled working hours in any one (1) pay period. An employee with a minimum of twelve (12) months of County service shall become eligible to use vacation up to the maximum time accrued as of the date such vacation is taken.

Years of Continuous Service	Vacation Hours Accrued Per Hour	Equivalent 8-Hour Days Per Year	Maximum Vacation Accrual
0 through 3	.0385	10	160
4 through 9	.0577	15	240
10 through 15	.0654	17	272
16 and thereafter	.0769	20	320

B. Use of Vacation.

1. The maximum vacation accrual shall be fifty-two (52) times the biweekly rate of accrual.
2. The maximum time limits for vacation accrual shall be extended by the appointing authority according to standards in the Personnel Rules.
3. It is County policy that employees take their accrued vacation each year at such time or times as may be approved by the Department Head; provided, however, that for reasons deemed sufficient by the Department Head, an employee may take less than the accrued vacation one (1) year and a correspondingly longer vacation the following year. No employee shall be allowed paid vacation time off in excess of that accrued.
4. Employees shall not be permitted to use accumulated vacation time immediately preceding retirement for the purposes of extending their date of retirement by exhausting leave balances.

C. Vacation Scheduling.

1. Within the Sheriff's Office, written bids for vacation shall be solicited from employees during the month of February of each year. Conflicts between requests for vacation in accordance with this section shall be resolved in favor of the bargaining unit employee with greater department seniority.
2. Requests for vacation submitted outside of the February bidding period, shall not be permitted to take precedence over requests of other employees whose bids were submitted and approved in February, regardless of seniority.
3. The following Sheriff's Office work units shall be considered as separate work units for vacation scheduling purposes: Burney Station, Patrol operations, Shasta Lake City operation, Major Crimes, Boating Safety, Civil Unit and Services Division.

4. When an individual employee's choice of vacation date is impractical because of emergency or other interference with legitimate operating needs of the department, reasonable exceptions may be made in accordance with such service requirements.
5. Requests for vacation shall not be unreasonably denied.

D. Payment for Vacation/Holiday Credit Hours/Compensatory Time.

1. Upon Separation. Any person terminating County employment, or who is laid off under the provisions of the Personnel Rules shall be paid off for any accrued but unused vacation.
2. Annual Payment. Beginning in 2017 for the 2018 calendar year and going forward with each subsequent calendar year,, an employee may elect to receive payment for up to forty (40) hours – in five (5) whole hour increments - of accrued vacation leave, holiday credit hours, or compensatory time so long as the following criteria are satisfied:
 - Any employee utilizing this provision will be required to submit an irrevocable election through Employee Online by December 31st of the calendar year prior to the calendar year in which the accrued vacation leave, holiday credit hours or compensatory time is to be cashed out.

Where an employee has properly elected an intent to cash out accrued vacation, holiday credit hours, or compensatory time in the applicable calendar year as noted above, the employee can choose any pay period(s) during the year to receive the elected cash out. All requests for cash out must be made through Employee Online by the due date listed for each pay period. All requests must be submitted in five (5) whole hour increments. All requests for a cash out will be limited to the number of hours elected the preceding calendar year less any cash outs already approved, and the actual current year accrued hours available at the time of the cash out.

By November 15 of each calendar year, the County shall issue a notice to those employees who have elected cash out and have remaining cash out balances available.

If an employee who elected cash out fails to request the elected cashout in the applicable year, the County will automatically cash out the designated amount up to the hours available to be paid on the final payday of that calendar year in the following order:

1. Compensatory time off
2. Holiday credit hours earned
3. Vacation

All annual cash out payments shall be at the base hourly rate only with no other add-on compensation included.

If an employee fails to submit an irrevocable election by December 31st of the calendar year prior to the calendar year in which the accrued vacation, holiday credit hours or compensatory time would be cashed out, the employee will be deemed to have waived

their right and will not be eligible to cash out any such leave in the following calendar year.

- E. **Working for County During Vacation.** No person shall be compensated for County work in any capacity during the time of his/her paid vacation, except as may be authorized by the appointing authority.

ARTICLE 15. DISCIPLINARY ACTION

- A. **Basis for Disciplinary Action.** The tenure and status of every unit employee is conditioned on reasonable standards of personal conduct and job performance. Failure to meet such standards shall be grounds for appropriate disciplinary action. Grounds for discipline of any employee in the classified service include but are not limited to the following:

1. Absence without leave;
2. Misfeasance, malfeasance, nonfeasance, or neglect of duty;
3. Incompetence;
4. Inefficiency;
5. Violation of any lawful or reasonable regulation or order made or given by a superior officer;
6. Negligent or willful damage to public property;
7. Waste or misuse of public supplies or equipment;
8. Discourteous treatment of members of the public, public officers, or employees while on duty;
9. The unlawful manufacture, unlawful distribution, unlawful dispensing, unlawful possession, or unlawful use of a controlled substance or alcohol intoxication while on duty, while operating a County vehicle or while in uniform. "Controlled substance" includes any substance described in sections 11054 et seq. of the Health and Safety Code;
10. Use of alcohol or controlled substances which interferes with the employee's ability to perform his/her duties;
11. Conviction of any criminal act involving moral turpitude;
12. Disorderly conduct while on duty, while attending any event related to employment, while using a County vehicle, while on County owned or leased property, or while in uniform;
13. Conduct unbecoming of a County employee which indicates the employee is unfit to perform the functions while on duty, while attending any event related to employment,

while using a County vehicle, while on County owned or leased property, or while in uniform;

14. Conduct unbecoming of a County employee while off duty which brings disrepute to the County or impairs its credibility with the public or other public agencies;
15. Dishonesty, including but not limited to falsifying official records, embezzlement, or theft;
16. Fraud in obtaining County employment;
17. Violation of any of the provisions of the County Personnel Rules or any rule, policy, or regulation adopted pursuant to this contract or law;
18. Violation of the County's Sexual Harassment Policy; or
19. Mental or physical inability to perform the essential functions of the employee's job, as determined by a medical or mental examination.

B. Procedure For Disciplinary Action.

1. Types of Discipline. Three (3) types of discipline are recognized for purposes of applying one (1) of the procedures under this article, they are:
 - a. Written Reprimands. A reprimand, the details of which are committed to writing and placed in the employee's personnel file. A written reprimand must be reviewed and approved by the Director of Support Services, or his/her designee, prior to being issued to an employee.
 - b. Intermediate Disciplinary Action. Suspensions without pay, demotion, or reduction in pay. Proposed intermediate disciplinary actions must be reviewed and approved by the Director of Support Services, or his/her designee, and County Counsel prior to being issued to an employee.
 - c. Severe Disciplinary Action. Discharge. Proposed severe disciplinary actions must be reviewed and approved by the Director of Support Services, or his/her designee, and County Counsel prior to being issued to an employee.
2. Appeal Procedures. For all employees, the below listed procedures shall be the exclusive means of appeal available to disciplined employees, depending on the severity of discipline proposed. Disciplinary action may be taken prior to the completion of any of the listed appeals procedures.
 - a. Appeal from a Written Reprimand. An employee receiving a written reprimand may, within five (5) days, appeal such action to the Department Head, or his/her designee, in writing or by personal interview. Within five (5) days thereafter, the Department Head, or his/her designee, shall respond to the employee in writing by either granting or denying the appeal. Such response shall be final.

b. Appeal from an Intermediate Disciplinary Action. An employee receiving a suspension without pay, reduction in base pay, or demotion shall be afforded the opportunity to clear him/herself through the notice and response provisions of subsections c.(1) through c.(3) below. Additionally, the Association, on behalf of employees may exercise the following procedures in lieu of direct appeal to the Board of Employee Appeals. If within the ten (10) working day appeal period, the Association, on behalf of the employee, files notice of appeal of such intermediate disciplinary action, then a time for an appeal hearing before a Hearing officer shall be established, which shall not be less than ten (10) days, nor more than sixty (60) days from the date of the filing of the appeal, unless extended by mutual agreement of the County and the Association. The appeal must be filed by the Association with the Director of Support Services. All interested parties shall be notified in writing of the date, time, and place of hearing at least ten (10) working days prior to the hearing. Any such appeal before a Hearing Officer will be conducted pursuant to the following procedures:

- (1) The Hearing Officer will be a licensed attorney provided by an outside third party entity (currently, California Hearing Officers, LLP). The costs for the Hearing Officer's proceedings shall be divided equally between the County and the Association.
- (2) All hearings shall be private; provided, however, if requested by the appellant the hearing shall be open to the public.
- (3) The hearing shall be conducted in a manner most conducive to determinations of the truth. The Hearing Officer shall determine the admissibility, the relevance, and materiality of the evidence offered and may exclude evidence deemed by the Hearing Officer to be cumulative or irrelevant and conformity to legal rules of evidence shall not be necessary. The rules of privilege shall apply to the hearing.
- (4) Each party shall have the right to be represented by legal counsel or other person of his/her choice; to call and examine witnesses on any matter relevant to the issues; to introduce exhibits, to cross-examine opposing witnesses on any matter relevant to the issues even though such matter was not covered on direct examination; to impeach any witness regardless of which party first called him/her to testify; and to rebut the evidence against him/her. Every witness shall declare by oath or affirmation that he/she will testify truthfully.
- (5) Following the appeal hearing, the Hearing Officer shall issue an opinion to sustain, reject, or modify the employee's intermediate disciplinary action. Such opinion shall be advisory only, shall not be binding on either party, and shall be limited to the issue or issues presented to the Hearing Officer. The advisory opinion shall be emailed to the Board of Employee Appeals through the Clerk of the Board of Supervisors, with a copy

emailed to the Director of Support Services, the Association, and the employee.

- (6) Within ten (10) working days following the issuance date of the advisory opinion by the Hearing Officer, either the Association or the County can request that the Board of Employee Appeals review the advisory opinion. Such request must be in writing and submitted to and received by the Clerk of the Board of Supervisors within this time frame, with a copy of the written request provided to the other party. If no such request for review is made within this time frame, the parties have therefore agreed to waive any further appeal of the underlying discipline and notwithstanding any language to the contrary in section 15.5(B)(5), the Hearing Officer's decision will become final and shall be binding on the parties.
- (7) If review of the advisory opinion is requested, the Board of Employee Appeals will review the advisory opinion and the record of the underlying appeal hearing before the Hearing Officer and will issue its decision within 30 calendar days after completing that review. As part of the Board of Employee Appeals review of the advisory opinion, the following procedures will apply:
 - (a) A copy of the record shall be made available to the parties. Costs for the preparation and copying of the record shall be split equally between the County and the Association.
 - (b) The Board of Employee Appeals shall not decide any case provided for in this provision without affording the parties the opportunity to present either oral or written argument before the Board of Employee Appeals itself.
- (8) In issuing its decision, the Board of Employee Appeals may do any of the following:
 - (a) Adopt the proposed decision in its entirety.
 - (b) Reduce or otherwise mitigate the proposed penalty and adopt the balance of the proposed decision.
 - (c) Make technical or other minor changes in the proposed decision and adopt it as the decision. Action by the Board of Employee Appeals under this paragraph is limited to a clarifying change or a change of similar nature that does not affect the factual or legal basis of the proposed decision.
 - (d) Reject the proposed decision, and decide the case upon the record, including the transcript from the proceedings before the Hearing Officer, or upon an agreed statement of the parties. By written stipulation of the parties, the Board of Employee Appeals

may decide the case upon the record without including review or consideration of the transcript.

If the Board of Employee Appeals rejects and/or modifies the Hearing Officer recommendation, the Board shall detail in writing the basis for such rejection and/or modification.

The decision of the Board of Employee Appeals shall constitute final administrative action and shall be subject to judicial review pursuant to Code of Civil Procedure sections 1094.5 and 1094.6.

Further appeal shall be limited to the Board of Employee Appeals procedures outlined in subsection c.4 below.

- c. Appeal from a Severe Disciplinary Action. An employee whose employment is proposed to be terminated shall be notified of the charges and have the opportunity to appeal as described below:

- (1) Notice. The employee shall be advised in writing of proposed disciplinary action when such action is to result in demotion, suspension without pay for a period of more than five (5) days, or discharge. The written statement shall contain:
 - (a) A description of the events which necessitated the proposed severe disciplinary action;
 - (b) A statement of the charges;
 - (c) A statement of the proposed disciplinary action;
 - (d) A copy of the materials, if any, upon which the proposed personnel action is based. Notification that the employee may review or make copies of available materials, if any, which are too numerous to supply with the notice;
 - (e) A statement of the employee's right to representation; and
 - (f) The right of the employee to meet with the designated management representative or to submit in writing the employee's response to the proposed action at _____ (date and time of response meeting).

No notice shall be served upon an employee unless first reviewed and approved by the County Counsel. A copy of every notice shall be sent to the Director of Support Services. Upon mutual written agreement the response meeting may be delayed beyond the date set in (f) above.

- (2) Employee's Response.

- (a) Since the purpose of this meeting is to enable the County to avoid error in taking disciplinary action, any evidence not presented in this response meeting or otherwise presented to the Management Representative prior to management taking final action cannot be presented in any subsequent proceeding.
 - (b) An employee's opportunity to respond to the designated management representative is not intended to be an adversary hearing. However, the employee may present the names of witnesses in support of the employee's opposition to the proposed disciplinary action. The limited nature of this response does not inhibit management's authority to initiate further investigation if the employee's version of the facts raises doubts as to the accuracy of the supervisor's information leading to the proposed discipline. The employee may be accompanied and represented by a person of his/her choice during this procedure.
- (3) Management Representative's Decision. Following a review of a proposed disciplinary action by the designated management representative, the latter shall cause to be served on the employee affected, by certified mail or personal delivery, a statement signed by him/her indicating, if applicable, the management representative's decision based on the employee's response and, if the proposed action is to be implemented, the specific charges against the employee and the effective date of the action.
 - (a) This statement shall clearly inform the employee that the employee, through the employee organization, has the right, within five (5) days after receipt of this notice, to request in writing an appeal before an arbitrator or Board of Employee Appeals to contest the action of the management representative. The request must be filed by the employee with the Director of Support Services with a copy to the Department Head.
 - (b) If, within the five (5) day appeal period the employee does not file said appeal, the action of management representative shall be considered conclusive.
- (4) Appeal to Board of Employee Appeals. If, within the five (5) day appeal period, the employee files such notice of appeal from intermediate action by giving to the Director of Support Services written notice of appeal, the Director of Support Services shall forthwith set a hearing and transmit the order of disciplinary action and request for appeal to the Appeals Board for hearing. The Appeals Board shall, as soon as possible commence the hearing and shall notify the interested parties of the time and place of the hearing at least seven (7) calendar days in advance thereof. Except as otherwise provided herein, the Board of Employee Appeals shall operate

according to the requirements of the Personnel Rules provisions under which it is established.

- (5) Appeal to Arbitration. If, within the five (5) day appeal period, the employee files such notice of appeal of discharge by giving to the Director of Support Services written notice of appeal, then a time for an appeal hearing before an Arbitrator shall be established which shall not be less than ten (10) days, nor more than sixty (60) days from the date of the filing of the appeal. All interested parties shall be notified in writing of the date, time, and place of hearing at least five (5) days prior to the hearing.
- (a) The Arbitrator shall be selected by requesting a list of nine (9) labor arbitrators from the American Arbitration Association and following that organization's selection procedure.
 - (b) All hearings shall be private; provided, however, that the appellant may request a hearing be open to the public.
 - (c) The hearing shall be conducted in a manner most conducive to determinations of the truth. The Voluntary Labor Arbitration Rules promulgated by the American Arbitration Association shall be used by the Hearing Officer as a guide in ruling on evidentiary matters.
 - (d) Each party shall have the right to be represented by legal counsel or other person of party's choice; to call and examine witnesses on any matter relevant to the issues; to introduce exhibits, to cross-examine opposing witnesses on any matter relevant to the issues even though such matter was not covered on direct examination; to impeach any witness regardless of which party first called him/her to testify; and to rebut the evidence against him/her. If the appellant does not testify in his/her own behalf, the appellant may be called and examined as if under cross-examination. Every witness shall declare by oath or affirmation that the witness will testify truthfully.
 - (e) The Arbitrator shall determine whether to sustain, reject, or modify the action discharging the employee. The written award of the Arbitrator on the merits of any appeal adjudicated within the Arbitrator's jurisdiction and authority shall be final and binding on the employee, the Association, and the County.
 - (f) Mutually incurred costs for the Arbitration procedure shall be divided equally between the County and the Association.
 - (g) The jurisdiction and authority of the Arbitrator and the Arbitrator's opinion and award shall be confined exclusively to deciding properly filed, timely appeals from Severe Disciplinary Action as

defined above. The Arbitrator shall have no authority to add to or detract from, alter, amend, or modify any provision of this Agreement; to impose on either party a limitation or obligation not explicitly provided for in this Agreement, or to establish or alter any wage rate or wage structure. The Arbitrator shall not hear or decide more than one (1) appeal in one (1) session without the mutual consent of the County and the Association.

C. Abandonment of Position.

An employee who voluntarily quits employment through unauthorized absence (no call, no show) of three (3) consecutive work days or more shall be considered to have abandoned his/her position. Employees terminated under this section shall have the availability of subsections B.2, c. (1), (2) and (3) (introductory paragraph only) of this article. No further appeals shall be afforded because of this voluntary termination.

ARTICLE 16. GRIEVANCE PROCEDURE

A. Definitions.

1. Grievance. A grievance is a claimed violation, misapplication, misinterpretation of a specific provision of this Agreement or one (1) of the policies listed in Article 20.B.3 which adversely affects the grievant.

Disciplinary actions, performance evaluations, preambles, purpose causes, and the exercise or lack of exercise of County rights shall not be grievable, nor shall any complaint for which a separate appeals process is established.

2. Grievant. A grievant is an employee in the unit who is filing a grievance as defined above. Individual grievances with alleged violations, misapplication, or misinterpretations affecting more than one (1) employee in a substantially similar manner may be consolidated at the discretion of management as a group grievance and shall thereafter be represented by a single grievant.

3. Day. Unless otherwise defined, for the purposes of this article “day” shall mean a calendar day.

B. Process.

1. Informal Resolution. Within fourteen (14) days from the event giving rise to a grievance or from the date the employee could reasonably have been expected to have had knowledge of such event, the grievant shall orally discuss the grievance with the grievant’s immediate supervisor. A supervisor shall have seven (7) days to give an answer to the employee.
2. Formal Levels - Deputy Sheriff Job Classifications

Level 1: If a grievant is not satisfied with the resolution proposed at the informal level, the grievant may within seven (7) days of such receipt of such answer file a formal written grievance with the grievant's Lieutenant on a form containing a statement describing the grievance, the section of this Agreement allegedly violated, and remedy requested. The Lieutenant or his/her designee, shall, within seven (7) days have a meeting with the grievant and within seven (7) days thereafter give a written answer to the grievant on the form provided.

Level 2: If a grievant is not satisfied with the resolution proposed at Level 1, the grievant may within seven (7) days of such receipt of such answer file a written appeal with the grievant's Captain on a form containing a statement describing the reason for the appeal. The Captain, or his/her designee, shall, within seven (7) days have a meeting with the grievant and within seven (7) days thereafter give a written answer to the grievant on the form provided.

Level 3: If a grievant is not satisfied with the resolution proposed at Level 2, the grievant may within seven (7) days of such receipt of such answer file a written appeal with the Undersheriff on a form containing a statement describing the reason for the appeal. The Undersheriff, or his/her designee, shall, within seven (7) days have a meeting with the grievant and within seven (7) days thereafter give a written answer to the grievant on the form provided.

Level 4: If the grievant is not satisfied with the written answer from the Undersheriff, the grievant may, within seven (7) days from the receipt of such answer, file a written appeal to the Sheriff. Within seven (7) days of receipt of the written appeal, the Sheriff, or his/her designee, shall investigate the grievance which may include a meeting with the concerned parties and, thereafter give written answer to the grievant within seven (7) days.

Level 5: If the grievant is not satisfied with the written answer from the Sheriff, the grievant may, within seven (7) days from the receipt of such answer, file a written appeal to the Director of Support Services. Within seven (7) days of receipt of the written appeal, the Director of Support Services, or his/her designee, shall investigate the grievance which may include a meeting with the concerned parties and, thereafter give written answer to the grievant within seven (7) days.

Level 6: If the grievant is not satisfied with the written answer from the Director of Support Services or his/her designee, the grievant may, within seven (7) days from the receipt of such answer, file a written appeal to the Grievance Board. The Grievance Board shall consist of three (3) members acting as neutrals:

- a. A Department Head, or his/her designee, of a department from other than the department in which the grievant is employed to be appointed by the CEO;
- b. A County employee represented and designated by the Association, who shall be granted release time to participate in the activities of the Grievance Board; and

- c. The Director of Support Services, or his/her designee, who shall serve as Chairperson.

3. Formal Levels - District Attorney's Investigators Job Classifications

Level 1: If a grievant is not satisfied with the resolution proposed at the informal level, the grievant may within seven (7) days of such receipt of such answer file a formal written grievance with the grievant's manager on a form containing a statement describing the grievance, the section of this Agreement allegedly violated, and remedy requested. The manager shall, within seven (7) days have a meeting with the grievant and within seven (7) days thereafter give a written answer to the grievant on the form provided.

Level 2: If the grievant is not satisfied with the written answer from the manager, the grievant may, within seven (7) days from the receipt of such answer, file a written appeal to the Assistant Department Head. Within seven (7) days of receipt of the written appeal, the Assistant Department Head, or his/her designee, shall investigate the grievance which may include a meeting with the concerned parties and, thereafter give written answer to the grievant within seven (7) days.

Level 3: If the grievant is not satisfied with the written answer from the Assistant Department Head, the grievant may, within seven (7) days from the receipt of such answer, file a written appeal to the Department Head. Within seven (7) days of receipt of the written appeal, the Department Head, or his/her designee, shall investigate the grievance which may include a meeting with the concerned parties and, thereafter give written answer to the grievant within seven (7) days.

Level 4: If the grievant is not satisfied with the written answer from the Department Head, the grievant may, within seven (7) days from the receipt of such answer, file a written appeal to the Director of Support Services. Within seven (7) days of receipt of the written appeal, the Director of Support Services, or his/her designee, shall investigate the grievance which may include a meeting with the concerned parties and, thereafter give written answer to the grievant within seven (7) days.

Level 5: If the grievant is not satisfied with the written answer from the Director of Support Services, the grievant may, within seven (7) days from the receipt of such answer, file a written appeal to the Grievance Board. The Grievance Board shall consist of three (3) members acting as neutrals:

- a. A Department Head, or his/her designee, of a department from other than the department in which the grievant is employed, to be appointed by the CEO,
- b. A County employee represented and designated by the Association, who shall be granted release time to participate in the activities of the Grievance Board, and
- c. The Director of Support Services, or his/her designee, who shall serve as Chairperson.

C. General Provisions.

1. If a grievant fails to carry the grievance forward to the next level within the prescribed time period, the grievance shall be considered settled based upon the decision rendered at the most recent step utilized.
2. If a supervisor or manager fails to respond with an answer within the given time period, the grievant may appeal the grievance to the next higher level as if a negative response had been received on the final day for the decision.
3. The grievant may be represented by a person of the grievant's choice at any formal level of this procedure.
4. Time limits and formal levels may be waived by mutual written consent of the parties. If a specific person is required to respond and that person is unavailable for any period of over three (3) days, the time limit shall be automatically tolled until they once again become available.
5. Proof of service shall be accomplished by certified mail or personal service.
6. The Grievance Board is hereby delegated the independent authority to award expenditures by ordering back pay of up to \$1,000 or reimbursement of leave balances of up to forty (40) hours. Grievance Board resolution of grievances in amounts or requiring expenditures in excess of those amounts must be presented to the Board of Supervisors by the Chairperson of the Grievance Board for a final decision by the Board of Supervisors on the expenditure amount.
7. The County shall recognize up to five (5) Deputy Sheriffs' Association (DSA) stewards. Stewards shall be provided a reasonable amount of release time to investigate and present grievances. A current listing of such stewards, along with the work location of each, shall be provided to the Personnel Office by the DSA. Grievance investigations shall be conducted in such a manner as to interfere as little as possible with work in progress. After notifying the steward's immediate supervisor as far in advance as reasonably possible, the steward shall be permitted to leave the regular work area to deal with grievance matters. Permission for such use of work time shall not be unreasonably withheld.
8. Departmental Policies and other issues which are not grievable, but still of concern to an employee may be processed as a "Complaint" using the Grievance Procedure up through Level 4. The Department Head's decision on a "Complaint" shall be final and binding.

ARTICLE 17. UNIFORMS AND SAFETY EQUIPMENT

- A. **New Hires.** The following clothing and equipment shall be initially provided to Sheriff's Department employees required by the Sheriff to wear uniforms:
1. One (1) all weather coat and rain pants;
 2. Three (3) short sleeved shirts;

3. Three (3) trousers;
4. Three (3) long sleeved shirts;
5. Two (2) ties;
6. One (1) dress belt;
7. One (1) magazine holder;
8. Duty belt;
9. Handcuffs/holder;
10. Keepers;
11. Holster;
12. Ammunition;
13. Two (2) magazines;
14. Weapon (not trainees);
15. Chemical agent/holder;
16. Helmet;
17. Pocket (CPR) mask;
18. One (1) impact weapon and holder;
19. HIV protective equipment; and
20. Other law enforcement equipment or uniforms as the Sheriff deems necessary.

Those items of clothing and equipment not deemed as necessary by the employee will not be issued.

- B. Soft Body Armor.** The Sheriff's Office will continue to provide soft body armor (vest) to safety personnel. Should a reasonably proper fitting vest be unavailable, the Department will provide soft body armor which is properly fitted to the employee. Special ordered vests will not be replaced by the Department during the manufacturer's suggested life of the vest if the necessity to replace the vest is an increase or minor decrease in the weight or proportions of the employee.

C. Uniform Allowance.

1. An eight hundred dollar (\$800.00) uniform allowance for Deputy Sheriffs and Sergeants per year of service and a four hundred dollar (\$400.00) uniform allowance for District

Attorney Investigators per year of service, paid with regular payroll in equal installments, if an employee is placed in unpaid status, the employee is not eligible to receive installment. The allowance shall cover all maintenance and replacement of lost, stolen, worn, and damaged uniforms and equipment. Safety equipment shall be replaced by the County.

2. Newly hired employees shall receive a full uniform issue and will receive full uniform replacement as needed until the following July 1st.
3. The following uniform articles are covered by the uniform allowance and must meet the department uniform standards:
 - a. Uniform pants;
 - b. Uniform shirts – long and short sleeves;
 - c. Dress belt; and
 - d. Ties.
4. All Special Team uniforms (i.e., SWAT, SAR) will be provided by the department.
5. All maintenance, tailoring, and other alterations will be at the employee's expense except for replacement or furnishing of department patches, service stripes, or insignia.
6. All optional equipment will be the responsibility of the employee.
7. All safety equipment originally issued and replaced by the department remains the Department's property.
8. If a Department changes or modifies the uniform articles to be replaced by the employee, the replacement costs of such articles shall be subject to meet and confer.

ARTICLE 18. MISCELLANEOUS PROVISIONS

- A. **Joint Issues Forum.** A member of the Association and its paid representative will be invited to attend periodic meetings of the Joint Issues Forum during which County representatives and representatives of each bargaining unit will discuss items of common interest to the County and all employee groups. Meetings of this Forum are not to be construed as meet and confer sessions.
- B. **Employee Assistance Program.** Members of this unit shall be eligible for the Employee Assistance Program and entitled to utilize the services provided within the plan paid for by the County.

ARTICLE 19. NO STRIKES OR WORK STOPPAGES

- A. **No Strikes.**

1. During the term of this Agreement, neither the Association nor its agents, nor any employees, individually or collectively, shall call, sanction, support or participate in any strike, work stoppage, picketing, sit-down, slowdown, or any refusal to enter the Employer's premises, or any other interference with any of the Employer's services of operations, or with the movement or transportation of persons or goods to or from the Employer's premises.
2. The prohibitions of this section shall apply whether or not (i) the dispute giving rise to the prohibited conduct is subject to any dispute resolution procedure provided under this Agreement; (ii) such conduct is in support of or in sympathy with a work stoppage or picketing conducted by the Association, any other labor organization, or any other group of employees; or (iii) such conduct is for any other reason, including but not limited to protest of an alleged violation of any state or federal law, political protest, civil rights protest, consumer protest, or environmental protest.
3. If any conduct prohibited by this section occurs, the Association shall immediately make every reasonable effort to terminate such conduct. If the Association makes such effort to terminate, and does not in any way encourage any of the activities prohibited by this section, which were not instigated by the Association or its staff, the Association will not be liable for damages to the Employer caused by such activities.

B. Discipline. Any employee who participates in any activity prohibited by section 19.1 of this article shall be subject to discharge or such lesser discipline as the Employer in its sole discretion shall determine. The employee shall have recourse to the disciplinary procedure as to the sole question of whether or not the employee participated in any of such prohibited activities. If such participation occurred, the discharge or discipline imposed by the Employer cannot be altered by the person(s) hearing the issue.

ARTICLE 20. FULL UNDERSTANDING, MODIFICATION AND WAIVER

A. Full Understanding. It is intended that this Agreement sets forth the full and entire understanding of the parties regarding the matters set forth herein and all other topics subject to bargaining, and therefore any other prior or existing understanding or Agreement by the parties, whether formal or informal, written or unwritten, regarding such matters is hereby superseded or terminated in their entirety.

B. No Interim Bargaining.

1. It is agreed and understood that during the negotiations which culminated in this Agreement each party enjoyed and exercised without restraint, except as provided by law, the right and opportunity to make demands and proposals or counter-proposals with respect to any matter subject to bargaining and that the understandings and agreements arrived at after the exercise of that right are set forth in this Agreement.
2. The parties agree, therefore, that the other shall not be required to negotiate with respect to any subject or matter, whether referred to or not in this Agreement, except as specifically provided for herein.

3. Notwithstanding the above, the County agrees to retain the following listed policies which are included in the County Personnel Rules unless the Association is given notice and opportunity to meet and confer on any substantive changes. Should the Association choose to exercise its option to meet and confer, it must notify the County within fifteen (15) calendar days after receiving the County's notice and such process shall commence with thirty (30) days thereafter.
- a. Layoff Procedures;
 - b. Employee Appeals Procedure;
 - c. Sexual Harassment Policy;
 - d. Substance Abuse Policy (compatible with County Policy where gaps occur);
 - e. Incompatible Outside Employment;
 - f. Jury Duty;
 - g. Salary administration provisions dealing with merit steps; salary on promotion; range changes, reclassifications, transfer and demotion; biweekly basis; and anniversary dates;
 - h. Travel and Reimbursement Policy;
 - i. Performance Evaluation Policy (Procedural Only);
 - j. Pre-Employment Contract for new employees; and
 - k. Vehicle Policy.

The Association agreed to changes in the Sheriff's Alcohol Free / Drug Free Policy and the following Personnel Policies, once finalized to apply County wide: Vacation Donation Bank, Voluntary Time Off, Harassment / Discrimination, Electronic Assets, County Assets / Privacy, and Performance Evaluation.

- C. **Modification.** Any agreement, alteration, understanding, waiver or modification of any of the terms or provisions contained in this Agreement shall not be binding on the parties unless made and signed in writing by all of the parties to this Agreement, and if required, approved and implemented by the County's Board of Supervisors.
- D. **Waiver.** The waiver of any breach, term, or condition of this Agreement by either party shall not constitute a precedent in the future enforcement of all its terms and provisions. Regarding matters not covered by this agreement, the Association agrees that it has specifically waived any further right to bargain during the term of this Agreement on any subject discussed in bargaining or listed in the County Rights and Responsibilities clause (Article 4).

- E. **Supersession.** This Agreement shall supersede any documents unilaterally adopted by the County where conflicts exist regarding a subject covered herein.

ARTICLE 21. SAVINGS PROVISION

If any provisions of this Agreement are held to be contrary to law by a court of competent jurisdiction, such provisions will not be deemed valid and subsisting except to the extent permitted by law, but all other provisions will continue in full force and effect.

ARTICLE 22. TERM OF AGREEMENT

The term of this Agreement shall commence on September 1, 2018, and expire at midnight on August 31, 2020. Unless otherwise noted herein, any changes caused by the approval of this Agreement shall be prospective and implemented as of the first of the payroll period immediately succeeding its formal adoption by the Board.

For the County:

For the Association:

Gage Dungy, Chief Negotiator

Steve Allen, Chief Negotiator

Angela Davis, Director of Support Services

Mark Dudley, President

Shelley Forbes, Team Member

Tom Moon, Team Member

Kari Hallstrom, Team Member

Garet Baldwin, Team Member

Jason Barnhart, Team Member

Joe Scary, Team Member

Date

Date

ATTACHMENT A
DEPUTY SHERIFFS' ASSOCIATION SALARY FOR MOU TERM

Job Classification	Range	Current – As of September 1, 2018	
		A Step	F Step
Deputy Sheriff Trainee	FLAT	4138	4138
Deputy Sheriff Entry Level	FLAT	4344	4344
Deputy Sheriff (Journey Level/Lateral)	487	4561	5822
District Attorney's Investigator I	492	4674	5966
District Attorney's Investigator II	512	5154	6578
Sergeant	512	5154	6578
Supervising District Attorney's Investigator	542	5966	7615

ATTACHMENT B
DEPUTY SHERIFFS' ASSOCIATION SALARY FOR MOU TERM

Job Classification	Range	Effective with Pay Period Beginning November 11, 2018	
		A Step	F Step
Deputy Sheriff Trainee	FLAT	4262	4262
Deputy Sheriff Entry Level	FLAT	4474	4474
Deputy Sheriff (Journey Level/Lateral)	487	4698	5997
District Attorney's Investigator I	492	4815	6145
District Attorney's Investigator II	512	5309	6775
Sergeant	512	5309	6775
Supervising District Attorney's Investigator	542	6145	7843

ATTACHMENT C
DEPUTY SHERIFFS' ASSOCIATION SALARY FOR MOU TERM

Job Classification	Range	Effective with Pay Period Beginning September 1, 2019	
		A Step	F Step
Deputy Sheriff Trainee	FLAT	4432	4432
Deputy Sheriff Entry Level	FLAT	4653	4653
Deputy Sheriff (Journey Level/Lateral)	487	4886	6236
District Attorney's Investigator I	492	5007	6391
District Attorney's Investigator II	512	5521	7046
Sergeant	512	5521	7046
Supervising District Attorney's Investigator	542	6391	8157

ATTACHMENT D**TABLE OF APPLICABLE PERS PENSION FORMULAS**

Tier	Classifications	Retirement Formula	Final Compensation	Dates of Employment
I	Dep Sheriff Sergeant Dist Atty Inv	3%@50	Highest 1 Yr	Prior to 5/8/11
II	Dep Sheriff Sergeant Dist Atty Inv	3%@55	Avg of Highest 3 Years	5/8/11 to 12/31/12
III	Dep Sheriff Sergeant Dist Atty Inv	2.7%@57	Avg of Highest 3 Years	1/1/13* and after

Tier	Classifications	Retirement Formula	Final Compensation	Dates of Employment
I	Dep Sheriff Trainee	2%@55	Highest 1 Yr	Prior to 5/8/11
II	Dep Sheriff Trainee	2%@60	Avg of Highest 3 Years	5/8/11 to 12/31/12
III	Dep Sheriff Trainee	2%@62	Avg of Highest 3 Years	1/1/13* and after

**As determined by CalPERS. This may not apply to lateral transfers.*

REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS

BOARD MEETING DATE: November 6, 2018

CATEGORY: Regular - General Government-5.

SUBJECT:

Approval to Sell Tax-Defaulted Property; 2019 Chapter 7 Tax Auction

DEPARTMENT: Treasurer-Tax Collector/Public Administrator

Supervisory District No. : All

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

STAFF REPORT APPROVED BY: Lori J. Scott, Treasurer-Tax Collector-Public Administrator

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

RECOMMENDATION

Approve and authorize the Tax Collector to sell two tax-defaulted properties in a sealed bid tax auction on February 20, 2019 and up to 67 tax-defaulted properties during a public tax auction February 22, 2019 to the highest bidder, noting that any unsold sealed bid parcels will be included in the public tax auction, and any unsold parcels may be re-offered at a reduced minimum price the same day of the public auction after recess.

SUMMARY

The Tax Collector has the authority to sell tax-defaulted property that is subject to the power of sale. Written approval of the Board of Supervisors is required to sell property at a public auction to the highest bidder at the time and place fixed for sale.

DISCUSSION

Upon the failure of property owners to pay property tax by the final due date, the Tax Collector sends the Assessee a notice of impending default followed by a declaration of default if the default is not cured. The default opens a five-year waiting period during which the delinquent taxes, penalties, and cost accumulate until redeemed. At the end of five years, if the taxes remain unredeemed, Revenue and Taxation Code section 3691 provides the Tax Collector the power to sell tax-defaulted parcels. Per Revenue and Taxation Code section 3691: In the case of tax-defaulted property that has been damaged by a disaster in an area declared to be a disaster area by local, state, or federal officials and whose damage has not been substantially repaired, the five-year period set forth in this subdivision shall be tolled until 5 years have elapsed from the date damage to the property was incurred.

Before the sale, the Tax Collector is required to notify the Assessee and any other parties of interest of the Tax Collector's power and interest to sell the property for nonpayment of taxes. Only after all statutory requirements are met can the Tax Collector exercise his or her authority to sell the property. The sale must be conducted no sooner than 45 days after

notification by registered mail of all ascertainable recorded parties of interest. Upon completion of the sale, the Tax Collector files reports with the County Recorder and the Assessor to address the transfer of title and the distribution of proceeds from the sale. The Tax Collector must also be prepared to submit, upon request, a report to the State Controller on the disposition of all parcels. For one year following the sale, the Tax Collector must respond to issues concerning challenges to the validity of the sale and excess proceeds claims. Attached is a list of parcels that will be offered for sale. Pursuant to Revenue and Taxation Code section 3694 The Board may either approve or reject the proposed sale. If the request is approved, the Board may not add items to the list of properties approved for sale or rescind its approval.

ALTERNATIVES

The Board may choose not to approve this request. This is not recommended, as Revenue and Taxation Code section 3691 states the tax collector shall have the power to sell and shall attempt to sell in accordance with Section 3692 (oil, gas, and mineral rights and unusable parcels) all or any portion of tax-defaulted property that has not been redeemed.

OTHER AGENCY INVOLVEMENT

The County Administrative Office and Auditor-Controller have reviewed the recommendation.

FINANCING

Associated costs are included in Fiscal Year 2018-19 budget.

ATTACHMENTS:

Description	Upload Date	Description
2019 Parcels Subject to Tax Sale	10/23/2018	2019 Parcels Subject to Tax Sale

BOARD OF SUPERVISORS REGULAR MEETING - November 6, 2018
SHASTA COUNTY TAX COLLECTOR
Parcels Subject to Tax Sale

Sealed Bid Auction Date: February 20, 2019

ITEM NUMBER	ASSESSOR'S PARCEL NUMBER	ASSESSEE NAME	MINIMUM BID	OFFERED AT PREVIOUS TAX SALE(S) & NOT SOLD (X)
35	079-050-003-810	EDWARDS ROBERT & DEBORAH 50% UI	6,000.00	
64	307-090-023-000	KEENAN ROBERT R & VAN HORN JANICE KAYE	900.00	

Public Auction Date: February 22, 2019

ITEM NUMBER	ASSESSOR'S PARCEL NUMBER	ASSESSEE NAME	MINIMUM BID	OFFERED AT PREVIOUS TAX SALE(S) & NOT SOLD (X)
1	005-220-008-000	THREET BRIAN	10,800.00	
2	005-260-026-000	MCCUTCHEON JONATHAN P & REBECCA A REV TRUST	4,100.00	
3	005-550-001-000	STILLINGS ROBERT N & ROMILDA	25,100.00	
4	006-040-024-000	WHITEHEAD ROBERT D TR ETAL	10,000.00	X
5	006-040-025-000	WHITEHEAD ROBERT D TR ETAL	5,000.00	X
6	006-040-026-000	WHITEHEAD ROBERT D TR ETAL	6,000.00	X
7	006-450-022-000	PASAMONTE JEOFFRE C & CONSUELO M	16,700.00	
8	016-600-007-000	KISER SAMUEL D	3,500.00	
9	018-380-018-000	PARKS MERLINE F & DONALD J	5,000.00	X
10	021-120-042-000	JAMMAL TALAL	35,800.00	
11A	023-640-006-000	KRESS KERRY A & KRISTINE S	2,600.00	TO BE SOLD AS A GROUP Minimum Bid 5,200
11B	023-640-007-000	KRESS KERRY A & KRISTINE S	2,600.00	
12	026-300-041-000	FRIETAS VERNON D JR	500.00	X
13	026-400-006-000	MUHAMMAD TONINO	5,600.00	
14	029-280-032-000	WRIGHT AMY JO	6,300.00	
15	029-530-013-000	LAWRENCE RAMOND & CINDY	6,000.00	
16	029-560-009-000	PACHECO SCOTT T ETAL	19,800.00	
17	029-620-007-000	LIBBI TRUST	2,700.00	
18	030-190-001-000	MARKS RICHARD H & JOYCE M	3,500.00	
19	031-100-005-000	WILSON MERLE & HAMPTON	14,800.00	
20	032-060-028-000	DOMKAM EMMANUEL	3,600.00	
21	041-770-006-000	CLEARWATER REAL ESTATE HOLDINGS LLC	12,900.00	
22	043-060-008-000	FROST GLORIA C	2,000.00	
23	043-200-027-000	MACDIARMID DAVID NEIL JR	3,500.00	X
24	044-150-017-000	TEIXEIRA YVONNE J & BARAHONA EDWIN	9,000.00	
25	051-270-018-000	DORRELL RALPH EDWARD	4,700.00	
26	051-330-015-000	CONLEY DANIEL S	7,900.00	
27	064-350-024-000	CARSTENSEN RICHARD TR	7,400.00	
28	067-300-049-000	BROWN DEBORAH L	13,400.00	
29	068-450-035-000	NESTING WILLIAM C	12,900.00	
30	070-280-029-000	MCCUTCHEON JONATHAN P & REBECCA A TR	10,300.00	
31	074-040-002-000	PERKINS BARBARA T	29,800.00	
32	074-070-042-000	NEELY DAVID J	46,500.00	
33	075-180-006-000	EMMETT 2004 TRUST	140,000.00	X
34	077-080-009-000	RYTON TRUST	3,900.00	
36	083-300-057-000	HUMPHRIES RONALD G & DENISE A	25,600.00	
37	084-290-008-000	RAIMONDI CURTIS C	6,700.00	
38	084-290-019-000	RAIMONDI CURTIS	1,700.00	
39	085-170-001-000	ZETTMAYER DAVID	2,500.00	
40	093-080-002-000	HAMILTON DALE EDMUND	1,500.00	

BOARD OF SUPERVISORS REGULAR MEETING - November 6, 2018

41	094-150-021-000	HEIKKILA LANETTE	8,400.00	
42	094-240-004-000	MCKENZIE TERRELL & MARONE PAMELA A TR	2,900.00	
43	094-240-025-000	MCKENZIE TERRELL & MARONE PAMELA A TR	2,900.00	
44	094-280-029-000	BEARD BRYANT A ETAL	3,600.00	
45	096-190-007-000	HAMILTON BRIAN KEITH & HUGH ARLEN	28,200.00	
46	096-220-023-000	KISSELL CREDIE M	4,300.00	
47	097-020-051-000	BRYANT MATTHEW	6,300.00	
48	097-130-018-000	MCFALL ROY D & NANCY A	1,100.00	
49	098-110-045-000	DAVIES ALEX	1,600.00	
50	098-370-014-000	SAFFORD DAVID JOHN	7,200.00	
51	099-260-009-000	LINNELL JAMES C & LOUANNA	2,900.00	
52	102-690-004-000	KUTRAS DEMETRA F 2001 TRUST	20,300.00	
53	108-450-005-000	JONES KATHLEEN LOUISE	28,100.00	
54	111-070-001-000	HASH FRANCES E	2,600.00	
55	113-260-010-000	LUECK JOHN A	7,800.00	
56	114-060-039-000	ESPINOSA RALPH D TR	7,300.00	
57	114-410-025-000	HAFF ALFRED JOSEPH	10,200.00	
58	201-010-045-000	RANDLE RAYMOND JR	14,900.00	
59	201-740-023-000	SCHEELER KENNETH J	11,700.00	
60	202-300-039-000	POINDEXTER ARDELLAS	13,300.00	
61	202-740-006-000	PARKER VADA B 2005 TRUST	35,800.00	
62	304-080-007-000	POST TERRANCE L	4,800.00	
63	306-560-033-000	M & N RANCH LLC	250,000.00	X
65	700-310-005-000	WAITE CASEY R & STEELE YVETTE	5,400.00	
66	704-040-015-000	WOOD FORREST O JR ETAL	5,900.00	

REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS

BOARD MEETING DATE: November 6, 2018

CATEGORY: Scheduled Hearings - Resource Management-6.

SUBJECT:

Zone Amendment ZA18-0006, an Ordinance amending Title 17, Zoning, of the Shasta County Code.

DEPARTMENT: Resource Management

Supervisory District No. : All

DEPARTMENT CONTACT: Kim Hunter, Planning Division Manager (530) 229-8346

STAFF REPORT APPROVED BY: Paul A. Hellman, Director

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

RECOMMENDATION

Take the following actions regarding Zone Amendment (ZA)18-0006, consisting of housing related text amendments to the County Zoning Plan: (1) Conduct a public hearing; (2) close the public hearing; (3) find that ZA18-0006 is not subject to the California Environmental Quality Act (CEQA) in accordance with the provisions of Government Code sections 15060(c)(2) and 15061(b)(3) as stated in Planning Commission Resolution 2018-032; and (4) introduce, waive the reading of and enact an Ordinance of the Board of Supervisors of the County of Shasta Amending the Shasta County Code Title 17 Zoning Plan, pursuant to ZA18-0006.

SUMMARY

The proposed text amendments to the Shasta County Zoning Plan (ZA18-0006) include specific revisions to comply with state and federal law, and ensure consistency with the implementation of a settlement agreement to meet the terms of a court judgment.

DISCUSSION

The Board of Supervisors enacted Ordinance SCC No. 2018-01, pursuant to Z17-00,3 on July 17, 2018 which included housing related text amendments to the Zoning Plan. During the review and approval process of Z17-003, it became apparent that further revisions to the Zoning Plan would be necessary prior to the adoption of the 2014-2019 Housing Element. The necessary revisions, contained in ZA18-0006, specifically address areas of concern identified in comments received on July 13, 2018, from Legal Services of Northern California and the Public Interest Law Project. Text revisions are limited to the following areas of the Zoning Plan:

- Section 17.020.365, Definition of "Mobile home"
- Chapter 17.39 "Mobile Home Park Conversions"
- Section 17.83.030, Density Bonus "Implementation"
- Section 17.83.045 "Processing a Density Bonus Request"
- Section 17.83.060 "Density Bonus Agreement"

- Chapter 17.86 "Off-street Parking and Loading Regulations"
- Section 17.88.275, Special Uses "Emergency Shelters"
- Chapter 17.100 "Reasonable Accommodation"

The project is not subject to the California Environmental Quality Act (CEQA) in accordance with the provisions of Government Code section 15060(c)(2) (the adoption of the ordinance will not result in direct or indirect changes to the environment or in a significant effect on the environment) and with the CEQA Guidelines section 15061(b)(3) (there is no possibility the adoption of the ordinance may have a significant effect on the environment).

ALTERNATIVES

The Board may direct staff to modify all or any part of the proposed text amendment to the Zoning Plan.

OTHER AGENCY INVOLVEMENT

County Counsel reviewed the proposed amendments to the Zoning Plan and approved the ordinance as to form. The County Administrative Office reviewed this recommendation.

FINANCING

No additional General Fund impact would result from the approval of the proposal.

ATTACHMENTS:

Description	Upload Date	Description
Draft Zone Amendment Ordinance for ZA18-0006	10/25/2018	Draft Zone Amendment Ordinance for ZA18-0006
Draft Zone Amendment Ordinance (Track Changes)	10/25/2018	Draft Zone Amendment Ordinance (Track Changes)
Planning Commission Resolution 2018-032	10/25/2018	Planning Commission Resolution 2018-032
Draft Planning Commission Minutes 10/11/18	10/25/2018	Draft Planning Commission Minutes 10/11/18
Public Comment 7/13/18	10/25/2018	Public Comment 7/13/18

**ORDINANCE NO. SCC 2018-
AN ORDINANCE OF THE BOARD OF SUPERVISORS OF
THE COUNTY OF SHASTA AMENDING THE SHASTA COUNTY CODE
TITLE 17 ZONING PLAN**

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

SECTION 1

Article II Definitions, of Chapter 17.02 General Provisions, is amended as follows:

Amend section 17.02.365 "Mobile home" to read in its entirety as follows:

17.02.365 - Mobile home. "Mobile home" has the meaning set forth in Health and Safety Code section 18008 as that section may be amended from time to time. At the time of adoption of this ordinance, Health and Safety Code section 18008 provides that a "Mobile home" means a structure that was constructed prior to June 15, 1976, is transportable in one or more sections, is eight body feet or more in width, or 40 body feet or more in length, in the traveling mode, or, when erected onsite, is 320 or more square feet, is built on a permanent chassis and designed to be used as a single-family dwelling with or without a foundation system when connected to the required utilities, and includes the plumbing, heating, air conditioning, and electrical systems contained therein. "Mobile home" includes any structure that meets all the requirements of this paragraph and complies with the state standards for mobile homes in effect at the time of construction. "Mobile home" does not include a commercial modular, as defined in Section 18001.8, factory-built housing, as defined in Section 19971, a manufactured home, as defined in Section 18007, a multifamily manufactured home, as defined in Section 18008.7, or a recreational vehicle, as defined in Section 18010. Notwithstanding the prior exclusion of recreational vehicles from the definition of "Mobile home," a recreational vehicle may be considered a "Mobile home" for the purposes of Chapter 17.39, in accordance with section 17.39.020(A).

SECTION 2

Chapter 17.39 Mobile Home Park Conversions is amended as follows:

Amend Chapter 17.39 "Mobile Home Park Conversions" to read in its entirety as follows:

Chapter 17.39
MOBILE HOME PARK CONVERSIONS

Sections:

- 17.39.010 Purpose.
- 17.39.020 Definitions.
- 17.39.030 Applications for mobile home park conversions.
- 17.39.040 Procedures for review.
- 17.39.050 Findings.
- 17.39.060 Conditions.
- 17.39.070 Waivers.

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17.39.010 Purpose. The unrestricted conversion of mobile home parks to other uses diminishes the mobile home stock and spaces available within the County. The purpose of this chapter is to provide certain regulatory safeguards for the protection of residents and potential purchasers of mobile homes, and to implement the County's general plan policies to provide varied housing choices and opportunities.

17.39.020 Definitions. For purposes of this chapter, the following words are defined as follows:

- (A) "Mobile home" has the meaning set forth in section 17.02.365, and shall also mean a recreational vehicle that is used for human habitation, and either of the following occupancy criteria are met: (1) the recreational vehicle occupies a mobile home site in a mobile home park, on November 15, 1992, under a rental agreement with a term of one month or longer, and the recreational vehicle occupied the site in the park prior to January 1, 1991; or (2) the recreational vehicle occupies a mobile home site in a mobile home park for nine or more continuous months commencing on or after November 15, 1992.
- (B) "Park" means a mobile home park which rents spaces for mobile home dwelling units.
- (C) "Owner" means the owner, lessor, or designated agent of the park.
- (D) "Homeowner" means the owner(s) of a mobile home dwelling unit who is renting space from the owner of a park.
- (E) "Resident" means a homeowner or other person who lawfully occupies a mobile home in a mobile home park.

17.39.030 Applications for mobile home park conversions.

- (A) The use of property as a mobile home park shall not be terminated for the purpose of conversion to another land use until application for a mobile home park conversion has been made to the Director and approval has been received from the Planning Commission or the Board of Supervisors on appeal.
- (B) No building permit shall be issued on property occupied by a mobile home park for uses other than those associated with the mobile home park use until approval for mobile home park conversion has been obtained pursuant to this chapter.
- (C) Applications for a mobile home park conversion shall be made to the Director with the filing fee prescribed by the Board of Supervisors. The application shall contain the following information:
 - (1) Plans indicating the proposed use for the site for which an application for conversion is made.
 - (2) The timetable for conversion of the park.
 - (3) If the proposed conversion is to a use not consistent with the underlying zone district or general plan land use designation, or requires any approval of a tentative map, use

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permit, or other entitlement, the applicant shall file concurrently an application for rezoning, general plan amendment and any additional entitlement, as applicable.

(4) The total number of spaces within the park; the number of spaces occupied; the length of time each space has been occupied by the present tenant; and the monthly rent currently charged.

(5) A Conversion Impact Report as set forth in Government Code section 65863.7, or a Relocation Impact Report as set forth in Government Code section 66427.4, as these sections may be amended from time to time.

(D) An application for a mobile home park conversion shall be subject to environmental review in accordance with the County's environmental review guidelines.

17.39.040 Procedures for review.

(A) Following the submittal of all required information in connection with an application for a mobile home park conversion and completion of the environmental review, the application shall be set for public hearing before the Planning Commission in the same manner as a use permit and in accordance with section 17.92.020.

(B) Prior to the public hearing, the applicant shall provide evidence that: (1) a copy of the Conversion Impact Report or a Relocation Impact Report was provided to all park residents and homeowners at least 15 days prior to the hearing pursuant to Government Code section 65863.7, subdivision (b), as that subdivision may be amended from time to time; and (2) notice of the hearing has been provided to all park residents and homeowners at least 15 days prior to the hearing pursuant to Civil Code section 798.56, subdivision (g), as that subdivision may be amended from time to time.

(C) The Planning Commission shall, after the close of the public hearing, render a decision whether the conversion should be approved based upon the findings set forth in section 17.39.050.

(D) Any applicant, or any other interested person may appeal the Planning Commission's determination to the Board of Supervisors in the same manner as a use permit appeal and in accordance with section 17.92.030.

17.39.050 Findings. An application for a mobile home park conversion may be approved if the following findings are made:

(A) There exists sufficient mobile home space availability within the unincorporated area of the County of Shasta to accommodate the mobile homes to be displaced by reason of the conversion.

(B) The conversion will not result in the displacement of low income individuals or households who cannot afford rents charged in other parks.

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- (C) That the age, type, and style of mobile homes within the park proposed for conversion can be accepted into other parks within the County of Shasta.
- (D) If the conversion is to another residential use, that the residents of the mobile home park will have first opportunity to occupy the units and the construction schedule will not result in long-term displacements.
- (E) The proposed conversion is consistent with the County General Plan.
- (F) The proposed conversion is pursuant to the public health, safety and welfare.
- (G) The conversion will not result in a shortage of housing opportunities and choices within the County of Shasta.

17.39.060 Conditions.

- (A) In the approval of a mobile home park conversion, the County shall attach conditions necessary to mitigate the impacts associated with the conversion. Such mitigation measures, which may include a lump sum payment of relocation benefits, must be sufficient to allow displaced residents to relocate to comparable housing, including mobile homes in comparable mobile home parks in the community.
- (B) Such conditions may include, but are not limited to, the following conditions:
 - (1) Payment by the owner for relocation of the resident to comparable housing.
 - (2) If the land occupied by the park is to be sold, the residents be given the first right of refusal accepting the offer of the seller for the purchase of the park including all improvements.
 - (3) The residents be given the option of a long-term lease of the land and purchase of the improvements.
 - (4) An effective date of the approval of the conversion of not less than one year after approval of the conversion so as to provide sufficient time for the relocation of the mobile homes to other parks.
 - (5) If the mobile homes cannot be physically relocated to parks in the area, payment of the in-place value of the mobile home if the mobile home park were not closing, determined by an independent appraiser with mobile home expertise.

17.39.070 Waivers. The County may waive one or more of the requirements of this Chapter upon the request of a park owner. Approval of a waiver request shall be based upon substantial evidence provided by the park owner showing that compliance with the requirement or requirements proposed to be waived would deprive the owner of all economically viable use of the property.

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SECTION 3

Chapter 17.83 Density Bonus is amended as follows:

Amend section 17.83.030 "Implementation" to read in its entirety as follows:

17.83.030 - Implementation.

- A. Pursuant to Government Code Section 65915 and following, as may be amended from time to time, the County shall grant an applicant for a qualifying housing development who seeks a density bonus either (1) a density bonus, the amount of which shall be as specified in subdivision (f) of Government Code section 65915, or (2) a density bonus with one or more additional incentive(s) as described in subdivision (d) of Government Code section 65915, waivers or reductions in development standards, and/or reductions of parking ratios as described in subdivisions (e) and (p) of Government Code section 65915.
- B. As part of the approval process, a binding density bonus agreement between the County and the property owner, must be recorded with the County recorder, which agreement sets forth the conditions and terms to be met in the implementation of the density bonus law requirements and the requirements of this chapter. The agreement will also establish compliance standards and remedies available to the county should the developer/property owner fail to ensure that the identified residential units are available to eligible renters or buyers at rent or sales prices that are affordable consistent with the level of affordability identified in the agreement for the term specified in the agreement. Unless otherwise provided, the agreement shall be recorded as a covenant on the property on which the designated affordable dwelling units will be constructed, which covenant shall run with the land.
- C. To be eligible for a density bonus in accordance with this chapter, an applicant must agree to construct a housing development, excluding any units permitted by the density bonus awarded pursuant to this chapter that will contain five or more dwelling units and any one of the following:
 - 1. A minimum of Ten percent of the total units of a housing development for lower income households, as defined in Section 50079.5 of the Health and Safety Code, as may be amended from time to time;
 - 2. A minimum of Five percent of the total units of a housing development for very low income households, as defined in Section 50105 of the Health and Safety Code, as may be amended from time to time;
 - 3. A senior citizen housing development, as defined in Sections 51.3 and 51.12 of the Civil Code, as may be amended from time to time; or a mobile home park that limits residency based on age requirements for housing for older persons pursuant to Section 798.76 or 799.5 of the Civil Code as may be amended from time to time;
 - 4. Ten percent of the total dwelling units in a common interest development, as defined in Section 4100 of the Civil Code, as may be amended from time to time, for persons and families of moderate income, as defined in Section 50093 of the Health and Safety Code,

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as may be amended from time to time, provided that all units in the development are offered to the public for purchase;

5. Ten percent of the total units of a housing development for transitional foster youth, as defined in Section 66025.9 of the Education Code, as may be amended from time to time, disabled veterans, as defined in Section 18541, or homeless persons, as defined in the federal McKinney-Vento Homeless Assistance Act (42 U.S.C. Sec. 11301 et seq.) as may be amended from time to time. The units described in this subparagraph shall be subject to a recorded affordability restriction of 55 years and shall be provided at the same affordability level as very low income units.

Amend section 17.83.045 "Processing a density bonus request" to read in its entirety as follows:

17.83.045 - Processing a density bonus request. Once a complete proposal is received by the County, the following procedures shall be followed:

A. Permit requirement.

1. The County shall notify the applicant whether the application has been deemed complete within 30 calendar days from the receipt of the application pursuant to Government Code section 65943, as that section may be amended from time to time.
2. Where a density bonus request is part of a project that includes an application for a use permit or tentative or parcel map, the density bonus proposal along with the density bonus agreement shall be processed and considered by the Planning Commission concurrently with the use permit or map application in the manner prescribed for the use permit or map application. However, (1) the Planning Commission shall render its decision in the form of a written resolution, which shall include a recommendation to the Board of Supervisors for action on the application with the density bonus, the reasons for the recommendation, the relationship of the application to the general plan and any applicable specific plan, and findings as required by this section; (2) the Director of Resource Management shall cause a report of the Planning Commission's action to be filed with the Clerk of the Board within ten working days after the Planning Commission's decision; (3) upon receipt of the report of the Planning Commission's action, the Board of Supervisors shall set the matter for public hearing before it and shall consider the use permit or tentative or parcel map application along with the proposed density bonus in accordance with section 17.92.020(G) or 15.08.085 as applicable; (4) the Board of Supervisors may continue any hearing to a specific time, date, and place without further public notice; (5) The Board of Supervisors shall conduct a "de novo" review of the Planning Commission's decision and shall review the report of the Planning Commission's action and any additional relevant information that may have been received at the hearing before the Board of Supervisors; (6) the Board of Supervisors may, in its discretion, refer any application back to the Planning Commission for further review and report. The Board may also, in its discretion, approve, disapprove, or modify, wholly or partly, any recommendation of the Planning Commission. The Board of Supervisors may also impose additional conditions; (7) following approval by the Board, the density bonus agreement shall be recorded with the County Recorder concurrently with the final or parcel map, or at the time the use permit is issued.
3. Where a request for a density bonus is a stand-alone request, the proposal shall be submitted to the Director, with all required fees. Once accepted as complete, the Director shall present

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the proposal to the Planning Commission whose decision shall be rendered in the form of a written resolution, which shall include findings as required by this section and a recommendation to the Board of Supervisors for action on the request. Upon receipt of the report of the Planning Commission's action, the Board of Supervisors shall set the matter for consideration before it. A noticed public hearing shall not be required for either the Planning Commission or the Board of Supervisors. The Board of Supervisors may, in its discretion, refer any request back to the Planning Commission for further review and report. The Board may also, in its discretion, approve, disapprove, or modify, wholly or partly, any recommendation of the Planning Commission. Following approval by the Board, the density bonus agreement shall be recorded with the County Recorder.

B. Findings for approval. The approval of a density bonus and other incentives and concessions shall require that the review authority first make all the following findings:

1. The residential development will be consistent with the General Plan,
2. The approved number of dwellings can be accommodated by existing and planned infrastructure capacities.
3. Adequate evidence exists to indicate that the project will provide affordable housing in a manner consistent with the purpose and intent of this chapter and state housing law.
4. Remain affordable for the required time period.

Amend section 17.83.060 "Density Bonus Agreement" to read in its entirety as follows:

17.83.060 - Density Bonus Agreement.

A. Agreement Required. An applicant requesting a density bonus shall enter into a recordable density bonus agreement ("agreement") with the County in a form approved by the County Counsel. The executed agreement shall be recorded on the property designated for the construction of the designated affordable units. The agreement shall be recorded prior to final or parcel map approval, or prior to use permit issuance, or where neither a map nor a use permit are required, prior to issuance of building permits for such properties.

B. Project Information: The agreement shall include at least the following information about the project:

1. Identification of the qualifying category and amount of density bonus requested in accordance with this chapter and Government Code section 65915 and following, and the total number of units proposed for the housing development, including the number of designated affordable units.
2. A description of the household income or special needs group to be accommodated by the housing development, and the standards and methodology for determining the corresponding affordable rent or affordable sales price and housing costs consistent with U.S. Department of Housing and Urban Development ("HUD") Guidelines.

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3. Adequate information to determine the project cost per unit of the proposed development, including but not be limited to, capital costs, equity investment, debt service, projected revenues, operating expenses, or other information requested by the County.
4. The projected sales price or rental rates, and marketing plan for the affordable units.
5. The location, unit sizes (square feet), and number of bedrooms of the designated affordable dwelling units.
6. Proposed tenure of the use restrictions for designated affordable dwelling units as required by this section and Government Code Section 65915, as may be amended from time to time.
7. A schedule for completion and occupancy of the designated affordable dwelling units, which must be phased in in proportion to the rest of the development.
8. A description of the additional incentives or concessions, if any, being requested, with information supporting the premise that additional incentives or concessions are necessary to make the units affordable and the overall project viable.
9. A description of the additional incentives and concessions being provided by the County, if any.
10. A description of the compliance standards and remedies available to the county should the developer/property owner fail to make or maintain the identified residential units accessible to the intended households for the term specified in the agreement.
11. Other provisions to ensure successful implementation and compliance with this Section and Government Code Section 65915, as may be amended from time to time.
 - a. Minimum Requirements. The agreement shall provide, at a minimum, that:
 - 1) The deeds to the designated affordable dwelling units shall contain a covenant stating that the developer or successors-in-interest shall not assign, lease, rent, sell, sublet, or otherwise transfer any interest for designated low income or affordable dwelling units without the written approval of the County.
 - 2) When providing the written approval, the County shall confirm that the price (rent or sale) of the designated low income or affordable dwelling unit is consistent with the limits established for low and very low income households, as published by HUD.
 - 3) The County shall have the authority to enter into other agreements with the developer, or purchasers of the designated low income or affordable dwelling units, to ensure that the required dwelling units are continuously occupied by eligible households.

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- 4) Applicable deed restrictions, in the form satisfactory to the County Counsel, shall contain provisions for the enforcement of owner or developer compliance. Any default or failure to comply may result in the County seeking any and all remedies available by law.
 - 5) In any action taken to enforce compliance with deed restrictions, the County Counsel shall, if compliance is ordered by a court of law, take all action that may be allowed by law to recover all of the County's costs of action including legal services.
 - 6) Compliance with the agreement will be monitored and enforced in compliance with the measures included in the agreement.
 - 7) The designated low income or affordable dwelling units that qualified the housing development for a density bonus and other incentives and concessions shall continue to be available as affordable units in compliance with the requirements of Government Code Section 65915(c).
- b. For-sale housing conditions: In the case of for-sale housing developments, the agreement shall provide for the following conditions governing the initial sale and use of designated low income or affordable dwelling units during the applicable restriction period:
- 1) A requirement that designated affordable dwelling units shall be owner-occupied by eligible households, or by qualified residents in the case of senior housing.
 - 2) Provisions as the County may require ensuring continued compliance with maintaining low income or affordable dwelling units in compliance with this section and State law.
 - 3) Terms for future sales and recapture of any equity to ensure continued affordability of dwelling units for the requisite time period, as prescribed by Government Code Section 65915(c).
- c. Rental Housing Conditions: In the case of rental housing development, the agreement shall provide for the following conditions governing the use of designated low income or affordable dwelling units during the restriction period:
- 1) The rules and procedures for qualifying tenants, establishing affordable rent, filling vacancies, and maintaining the designated affordable dwelling units for qualified tenants.
 - 2) Provisions requiring owners to annually verify to the County tenant incomes and maintain books and record to demonstrate compliance with this section.

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- 3) Provisions requiring owners to submit an annual report to the County, which includes the name, address, and income of each person occupying the designated affordable dwelling units, and which identifies the number bedrooms in each dwelling and monthly rent or cost of each unit.
- 4) The applicable use restriction shall comply with the time limits for continued availability in compliance with this section and Government Code Section 65915(c), as may be amended from time to time.
- d. Execution of agreement: Following Board of Supervisors approval of the agreement and execution of the agreement by all parties, the completed agreement shall be recorded on the parcels designated for the low income or affordable dwelling units, at the County Recorder's Office.
- e. The agreement shall be recorded prior to final or parcel map approval, or prior to use permit issuance, or where neither a map nor a use permit are required, prior to issuance of building permits for such properties.
- f. The agreement shall be binding on all future owners, developer and/or successors-in-interest.

SECTION 4

Chapter 17.86 Off-street Parking and Loading Regulations is amended as follows:

Amend subsection (A) "Parking requirements" of section 17.86.140 "Off-street parking standards" to read in its entirety as follows:

17.86.140 - Off-street parking standards.

The following parking schedule applies in all zone districts. The required parking spaces are in addition to company operated vehicles. When computing the required number of off-street parking or loading spaces, a remaining fraction of one-half or more shall be deemed a whole unit of measurement; a remaining fraction of less than one-half will be disregarded.

A. Parking requirements:

Use	Off-street Parking Space Requirements
Accessory dwelling unit	Refer to section 17.88.132
Animal care facility	5 parking spaces per doctor.
Automobile service, including repair, body shop or service station	5 parking spaces exclusive of service bays, pumping areas, or auto storage areas.
Bowling alley	5 parking spaces for each bowling lane, plus 1 parking space for each 200 square feet of gross floor area devoted to accessory uses.
Business or trade school	1 parking space per 3 students, plus 1 space per employee.

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Card room	1 parking space for each 2 seats in the play area, plus restaurant and bar parking.
Church, social hall, club, lodge, community center, theater, or other place of public assembly	1 parking space for each 4 seats in the principal seating area, or 1 parking space for every 40 square feet in the principal seating area, whichever is the greater, plus 1 passenger loading space.
Condominiums or townhouses	See "multifamily residences."
Convalescent hospital	1 parking space for each 3 beds.
Day care center	1 parking space for each 10 children, plus 2 other parking spaces, plus 1 passenger loading space.
Large family day care home	In addition to the required residential parking, 1 parking space, plus 1 passenger loading space.
Emergency Shelters	1 space per employee + 1 space per ten beds for persons 16 years and older.
Flea market	1 parking space for each 500 square feet of sales or display area, plus 1 per sales booth.
Golf course	4 parking spaces per hole, plus required parking for accessory uses.
Guest house	1 space in addition to that required for the main residence.
Hotel, motel, boardinghouse, or bed and breakfast guest facility	1 parking space per guest room, plus 1 space per two employees, plus required parking for accessory uses.
Industry	1 parking space for each 1,000 square feet of manufacturing or warehousing area, or per employee, whichever is greater, plus 1 parking space for each 300 square feet of office area, plus 1 parking space for each 250 square feet of retail floor area, if retail sales are allowed.
Medical offices and clinic	1 parking space for each 250 square feet of gross floor area.
Mobile or manufactured home park	2 parking spaces per unit (tandem parking permitted), plus 1 guest parking space for each 4 units, plus 1 recreational vehicle parking space for each 5 units. For mobile or manufactured home parks restricted to seniors only, 1 parking space per unit.
Mortuary	1 parking space for each 4 seats in the principal seating area, plus 3 parking spaces; or 1 parking space for each 45 square feet in the principal seating area, whichever is the greater.
Motel	See "hotel."
Multifamily or group residence, condominiums or townhouses	1.5 parking spaces per unit; plus 1 guest parking space for each 5 units, plus 1 recreational vehicle parking space for each 10 units.* Where such units are restricted to seniors only, or are developed at 20 or more units per acre and at least 20 percent of the units are restricted for affordable housing, 1 space per unit, plus guest and RV parking* as indicated above.

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	*Note: On-site RV parking spaces may be waived by the Director where there is an enforceable, binding prohibition against parking RVs on site.
One-family or two-family residence	2 parking spaces per dwelling unit.
Personal services	1 parking space for each 200 square feet of gross floor area.
Professional office, including bank and other financial institution	1 parking space for each 300 square feet of gross floor area.
Research and development	1 parking space per 2 employees.
Residential facility for the elderly	½ parking space per unit, in addition to parking for other types of residences.
Restaurant (standard) or bar	1 parking space for each 250 square feet of gross floor area or 1 space for every 4 seats based upon the capacity of the fixed or movable seating area, whichever is greater.
Restaurant (fast food)	1 parking space for each 50 square feet of gross floor area.
Retail:	
a. Enclosed — general retail	1 parking space for each 200 square feet of gross floor area.
b. Shopping center	1 parking space for each 275 square feet of gross floor area.
c. Enclosed — furniture, large appliance, carpet, piano, auto showroom or similar uses	1 parking space for each 500 square feet of retail floor area.
d. Open lot, including auto, boat, recreation vehicle and mobile home (does not include flea market or similar uses)	1 parking space for each 5000 square feet, not to exceed 5 spaces, plus 1 space for each 2 employees.
School:	
a. Grades K — 8	1 parking space per employee, plus 10 spaces.
b. Grades 9 — 12	1 parking space per 5 students, plus 1 space per 2 employees.
Supportive Housing	Supportive Housing can take the form of a single family or multi-family residential unit(s) and off-street parking shall be required in the same manner applied to the same single or multi-family residential use type in the same zone.
Transitional Housing	Transitional Housing can take the form of a single family or multi-family residential unit(s) and off-street parking shall be required in the same manner applied to the same single or multi-family residential use type in the same zone.
Convalescent hospital	1 parking space for each 3 beds.

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SECTION 5

Chapter 17.88 Special Uses is amended as follows:

Amend Article III Other Special Uses as follows:

Amend section 17.88.275 "Emergency shelters" to read in its entirety as follows:

17.88.275 Emergency shelters. Emergency shelters are permitted outright in the Commercial-Light Industrial (CM) district and shall comply with all objective standards identified in Government Code Section 65583 (a) ((4), and the Shasta County Code, that include the following:

1. Off-street parking as provided under Section 17.86 of this Code.
2. Shall not be located closer than three hundred (300) feet of any other emergency shelter, unless such other emergency shelter is located within the same building or on the same lot.
3. There shall be adequate receiving and reception space inside the structure such that prospective and current residents are not required to wait on sidewalks or any other public rights-of-way.
4. A security plan is required for all emergency shelters that identify the security features for the facility such as security cameras, lighting, provided that such light does not cause light or glare on adjacent properties and uses, intake and discharge hours and procedures, and other appropriate security measures.
5. A management plan is required for all emergency shelters to address management experience, good neighbor issues, transportation, client supervision, client services, and food services. Such plan shall be submitted to and approved by the Director prior to establishing the emergency shelter. Minimum standards and practices addressed in the plan shall be as follows:
 - a. The Emergency Shelter shall be operated by or in association with an agency or organization, with prior experience in managing or providing social services.
 - b. The Emergency Shelter shall have an identified administrator and representative to address community concerns.
 - c. The Emergency Shelter shall provide at least one responsible onsite supervisor at all times for every ten residents.
 - d. Residents shall be regularly evaluated by a case manager or other person(s) experienced in emergency shelter placement and/or management.
 - e. The plan shall identify how the shelter will assist its residents with gaining access to social services, employment opportunities and other services.

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- f. First aid and CPR assistance, life skills training, counseling, and personal services essential to enable homeless persons to make the transition to permanent housing shall be provided. Services may also include providing meals, as incidental to the operation of an Emergency Shelter.
- g. Referral services shall be provided to assist residents in obtaining permanent housing and income. Such services shall be available at no cost to residents of a shelter.
- h. Emergency Shelters shall be maintained in a safe and clean manner and free from refuse or discarded goods.

SECTION 6

Chapter 17.100 Reasonable Accommodation is amended as follows:

Amend Chapter 17.100 "Reasonable Accommodation" to read in its entirety as follows:

17.100 REASONABLE ACCOMMODATION

Sections:

17.100.010	Purpose
17.100.020	Applicability
17.100.030	Application
17.100.040	Approval authority
17.100.050	Grounds for approving accommodation
17.100.055	Alternative reasonable accommodations
17.100.060	Appeals

17.100.010 Purpose. The purpose of this chapter is to establish reasonable and necessary standards and procedures, pursuant to the Federal Fair Housing Amendments Act of 1988 and California Fair Employment and Housing Act, Gov. Code Section 12901 (the Acts) and following, as they may be amended from time to time, for the County of Shasta to provide people with disabilities reasonable accommodation from the various land use, zoning and building laws, rules, policies, practices and procedures of the County that may be necessary to ensure equal access to housing.

17.100.020 Applicability. In order to make specific housing available to an individual with a disability, a disabled person or their authorized representative may request reasonable accommodation relating to the various land use, zoning, and building laws, rules, policies, practices and procedures of the County. A request may be filed at any time that the accommodation may be necessary to ensure equal access to housing. If the project for which the request is being made also requires some other planning or building permit or approval, then the applicant shall file the request together with the application for such permit or approval.

17.100.030 Application. All requests for reasonable accommodation shall include the following information:

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1. Assessor's Parcel Number and physical address of the property for which the request is being made;
2. The current actual use of the property;
3. The code provision, regulation or policy from which accommodation is being requested;
4. The basis for the claim (including documentation) that the individual(s) is considered disabled under the state or federal fair housing acts and why the accommodation is necessary for the individual(s) with the disability to use and enjoy the dwelling;
5. Plans showing the details of the proposed use to be made of the land or building, and any other pertinent supporting documentation as required by the Planning Department.

17.100.040 Approval authority. The Director, or his/her designee, shall have the authority to consider and act on a request for reasonable accommodation. When a request for reasonable accommodation is filed with the County, it will be referred to the Director for review and consideration. The Director shall issue a written decision within thirty (30) days of the date of receipt of a completed application and may (1) approve the accommodation request, (2) approve the accommodation request subject to specified nondiscriminatory conditions, or (3) deny the request. All written decisions shall give notice of the right to appeal and the right to request reasonable accommodation on the appeals process, if necessary. The notice of decision shall be sent to the applicant or any other person requesting notice by certified mail, return receipt requested.

If necessary to reach a determination on the request for reasonable accommodation, the Director or designee may request further information from the applicant consistent with this chapter, specifying what additional information is required. In the event a request for further information is made, the thirty (30) day period to issue a written determination shall be stayed until the applicant responds to the request. Additional information shall not be requested solely as a means to postpone the timeline for a decision. Accommodation approval shall not have any force and effect until the applicant acknowledges receipt thereof and agrees in writing to each and every term and condition thereof.

17.100.050 Grounds for approving accommodation. The written decision to grant, grant with modifications, or deny a request for reasonable accommodation shall be consistent with fair housing laws and based on the following factors:

1. Whether the housing, which is the subject of the requested accommodation, will be used by an individual protected under the Acts.
2. Whether the requested accommodation is necessary to make specific housing available to an individual with a disability under the Acts.
3. Whether the requested accommodation would impose an undue financial or administrative burden on the County.

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4. Whether the requested accommodation will require a fundamental alteration to the zoning or building laws, policies or procedures of the County.

17.100.055 Alternative reasonable accommodations. When the Director determines that a request for reasonable accommodation would impose an undue financial or administrative burden on the County and/or would require a fundamental alteration to the zoning or building laws, policies or procedures of the County, the Director must engage in an interactive process with the person seeking the accommodation to determine if there is another reasonable accommodation that may provide an equivalent level of benefit.

17.100.060 Appeals. Within thirty (30) days of the date the Director issues a written decision, the applicant requesting the accommodation may appeal an adverse determination or any conditions or limitations imposed in the written determination. Any other interested person not satisfied with the decision of the Director, may file an appeal within seven (7) calendar days of the date on which the decision being appealed was rendered. All appeals shall contain a statement of the grounds for the appeal. Appeals shall be to the Board of Supervisors who shall consider the matter and render a determination as soon as reasonably practicable, but in no event later than sixty (60) days after an appeal has been filed. Following the filing of an appeal, the Board of Supervisors shall hold a public hearing on the matter. All determinations on an appeal shall address and be based upon the same findings required to be made in the original determination from which the appeal is taken.

SECTION 7

The County finds that this ordinance does not itself result in direct or indirect physical changes to the environment or in a significant effect on the environment. Therefore, this ordinance is not subject to the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15060(c)(2) (the adoption of the ordinance as proposed will not result in a direct or indirect physical change in the environment). In addition, this ordinance is exempt from CEQA in accordance with CEQA Guidelines section 15061(b)(3) (there is no possibility the adoption of the ordinance as proposed may have a significant effect on the environment). Each exemption stands as a separate and independent basis for determining that this ordinance is not subject to CEQA.

SECTION 8

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

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

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

AYES:

NOES:

ABSENT:

ABSTAIN:

RECUSE:

LES BAUGH, CHAIRMAN

Board of Supervisors

County of Shasta

State of California

ATTEST:

LAWRENCE G. LEES

Clerk of the Board of Supervisors

By: _____
Deputy

Added/New Language
~~Removed Language~~

**ORDINANCE NO. SCC 2018-
AN ORDINANCE OF THE BOARD OF SUPERVISORS OF
THE COUNTY OF SHASTA AMENDING THE SHASTA COUNTY CODE
TITLE 17 ZONING PLAN**

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

SECTION 1

Article II Definitions, of Chapter 17.02 General Provisions, is amended as follows:

Amend section 17.02.365 "Mobile home" to read in its entirety as follows:

17.02.365 - Mobile home. "Mobile home" has the meaning set forth in Health and Safety Code section 18008 as that section may be amended from time to time. At the time of adoption of this ordinance, Health and Safety Code section 18008 provides that a "Mobile home" means a structure that was constructed prior to June 15, 1976, is transportable in one or more sections, is eight body feet or more in width, or 40 body feet or more in length, in the traveling mode, or, when erected onsite, is 320 or more square feet, is built on a permanent chassis and designed to be used as a single-family dwelling with or without a foundation system when connected to the required utilities, and includes the plumbing, heating, air conditioning, and electrical systems contained therein. "Mobile home" includes any structure that meets all the requirements of this paragraph and complies with the state standards for mobile homes in effect at the time of construction. "Mobile home" does not include a commercial modular, as defined in Section 18001.8, factory-built housing, as defined in Section 19971, a manufactured home, as defined in Section 18007, a multifamily manufactured home, as defined in Section 18008.7, or a recreational vehicle, as defined in Section 18010. Notwithstanding the prior exclusion of recreational vehicles from the definition of "Mobile home," a recreational vehicle may be considered a "Mobile home" for the purposes of Chapter 17.39, in accordance with section 17.39.020(A).

SECTION 2

Chapter 17.39 Mobile Home Park Conversions is amended as follows:

Amend Chapter 17.39 "Mobile Home Park Conversions" to read in its entirety as follows:

Chapter 17.39
MOBILE HOME PARK CONVERSIONS

Sections:

- 17.39.010 Purpose.
- 17.39.020 Definitions.
- 17.39.030 Applications for mobile home park conversions.
- 17.39.040 Procedures for review.
- 17.39.050 Findings.

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17.39.060 Conditions.

17.39.070 Waivers.

17.39.010 Purpose. The unrestricted conversion of mobile home parks to other uses diminishes the mobile home stock and spaces available within the County. The purpose of this chapter is to provide certain regulatory safeguards for the protection of residents and potential purchasers of mobile homes, and to implement the County's general plan policies to provide varied housing choices and opportunities.

17.39.020 Definitions. For purposes of this chapter, the following words are defined as follows:

~~(A)~~ **(A) "Mobile home" has the meaning set forth in section 17.02.365, and shall also mean a recreational vehicle that is used for human habitation, and either of the following occupancy criteria are met: (1) the recreational vehicle occupies a mobile home site in a mobile home park, on November 15, 1992, under a rental agreement with a term of one month or longer, and the recreational vehicle occupied the site in the park prior to January 1, 1991; or (2) the recreational vehicle occupies a mobile home site in a mobile home park for nine or more continuous months commencing on or after November 15, 1992.**

(B) "Park" means a mobile home park which rents spaces for mobile home dwelling units.

(B) "Owner" means the owner, lessor, or designated agent of the park.

~~(C) "Tenant"~~ **(D) "Homeowner"** means the owner(s) of a mobile home dwelling unit who is renting space from the owner of a park.

(E) "Resident" means a homeowner or other person who lawfully occupies a mobile home in a mobile home park.

17.39.030 Applications for mobile home park conversions.

(A) The use of property as a mobile home park shall not be terminated for the purpose of conversion to another land use until application for a mobile home park conversion has been made to the Director and approval has been received from the Planning Commission or the Board of Supervisors on appeal.

(B) No building permit shall be issued on property occupied by a mobile home park for uses other than those associated with the mobile home park use until approval for mobile home park conversion has been obtained pursuant to this chapter.

(C) Applications for a mobile home park conversion shall be made to the Director with the filing fee prescribed by the Board of Supervisors. The application shall contain the following information:

(1) Plans indicating the proposed use for the site for which an application for conversion is made.

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(2) The timetable for conversion of the park.

(3) If the proposed conversion is to a use not consistent with the underlying zone district or general plan land use designation, or requires any approval of a tentative map, use permit, or other entitlement, the applicant shall file concurrently an application for rezoning, general plan amendment and any additional entitlement, as applicable.

(4) The total number of spaces within the park; the number of spaces occupied; the length of time each space has been occupied by the present tenant; and the monthly rent currently charged.

(5) A Conversion Impact Report as set forth in Government Code section 65863.7, or a Relocation Impact Report as set forth in Government Code section 66427.4, as these sections may be amended from time to time.

(D) An application for a mobile home park conversion shall be subject to environmental review in accordance with the County's environmental review guidelines.

17.39.040 Procedures for review.

(A) Following the submittal of all required information in connection with an application for a mobile home park conversion and completion of the environmental review, the application shall be set for public hearing before the Planning Commission in the same manner as a use permit and in accordance with section 17.92.020.

~~_____ (B)~~ **Prior to the public hearing, the applicant shall provide evidence that: (1) a copy of the Conversion Impact Report or a Relocation Impact Report was provided to all park residents and homeowners at least 15 days prior to the hearing pursuant to Government Code section 65863.7, subdivision (b), as that subdivision may be amended from time to time; and (2) notice of the hearing has been provided to all park residents and homeowners at least 15 days prior to the hearing pursuant to Civil Code section 798.56, subdivision (g), as that subdivision may be amended from time to time.**

~~_____ (C)~~ The Planning Commission shall, after the close of the public hearing, render a decision whether the conversion should be approved based upon the findings set forth in section 17.39.050.

~~(CD)~~ Any applicant, or any other interested person may appeal the ~~planning~~**Planning** Commission's determination to the Board of Supervisors in the same manner as a use permit appeal and in accordance with section 17.92.030.

17.39.050 Findings. An application for a mobile home park conversion may be approved if the following findings are made:

(A) There exists sufficient mobile home space availability within the unincorporated area of the County of Shasta to accommodate the mobile homes to be displaced by reason of the conversion.

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(B) The conversion will not result in the displacement of low income individuals or households who cannot afford rents charged in other parks.

(C) That the age, type, and style of mobile homes within the park proposed for conversion can be accepted into other parks within the County of Shasta.

(D) If the conversion is to another residential use, that the ~~tenants~~residents of the mobile home park will have first opportunity to occupy the units and the construction schedule will not result in long-term displacements.

(E) The proposed conversion is consistent with the County General Plan.

(F) The proposed conversion is pursuant to the public health, safety and welfare.

(G) The conversion will not result in a shortage of housing opportunities and choices within the County of Shasta.

17.39.060 Conditions. ~~In the approval of a mobile home park conversion, the County may attach conditions deemed reasonable in order to mitigate the impacts associated with the conversion. Such conditions may include, but are not limited to, the following:~~

~~(A) Full or partial payment by the owner for relocation of mobile homes to another park.~~

~~(B)~~ (A) In the approval of a mobile home park conversion, the County shall attach conditions necessary to mitigate the impacts associated with the conversion. Such mitigation measures, which may include a lump sum payment of relocation benefits, must be sufficient to allow displaced residents to relocate to comparable housing, including mobile homes in comparable mobile home parks in the community.

(B) Such conditions may include, but are not limited to, the following conditions:

(1) Payment by the owner for relocation of the resident to comparable housing.

(2) If the land occupied by the park is to be sold, the ~~tenants~~residents be given the first right of refusal accepting the offer of the seller for the purchase of the park including all improvements.

~~(C3)~~ The ~~tenants~~residents be given the option of a long-term lease of the land and purchase of the improvements.

~~(D4)~~ An effective date of the approval of the conversion of not less than one year after approval of the conversion so as to provide sufficient time for the relocation of the mobile homes to other parks.

~~(E5)~~ If the mobile homes cannot be physically relocated to parks in the area, payment of the applicant may be required to purchase said mobile homes at fair market in place

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value of the mobile home if the mobile home park were not closing, determined by an independent appraiser with mobile home expertise.

17.39.070 Waivers. The County may waive one or more of the requirements of this Chapter upon the request of a park owner. Approval of a waiver request shall be based upon substantial evidence provided by the park owner showing that compliance with the requirement or requirements proposed to be waived would deprive the owner of all economically viable use of the property.

SECTION 3

Chapter 17.83 Density Bonus is amended as follows:

Amend section 17.83.030 "Implementation" to read in its entirety as follows:

17.83.030 - Implementation.

- A. Pursuant to Government Code Section 65915 and following, as may be amended from time to time, the County shall grant an applicant for a qualifying housing development who seeks a density bonus either (1) a density bonus, the amount of which shall be as specified in subdivision (f) of Government Code section 65915, or (2) a density bonus with one or more additional incentive(s) as described in subdivision (d) of Government Code section 65915, waivers or reductions in development standards, and/or reductions of parking ratios as described in subdivisions (e) and (p) of Government Code section 65915.
- B. As part of the approval process, a binding density bonus agreement between the County and the property owner, must be recorded with the County recorder, which agreement sets forth the conditions and terms to be met in the implementation of the density bonus law requirements and the requirements of this chapter. The agreement will also establish compliance standards and remedies available to the county should the developer/property owner fail to ~~make or maintain~~ ensure that the identified residential units ~~accessible are available to eligible renters or buyers at rent or sales prices that are affordable consistent with~~ the intended households level of affordability identified in the agreement for the term specified in the agreement. Unless otherwise provided, the agreement shall be recorded as a covenant on the property on which the designated affordable dwelling units will be constructed, which covenant shall run with the land.
- C. To be eligible for a density bonus in accordance with this chapter, an applicant must agree to construct a housing development, excluding any units permitted by the density bonus awarded pursuant to this chapter, that will contain at five or more dwelling units and any one of the following:
 1. A minimum of Ten percent of the total units of a housing development for lower income households, as defined in Section 50079.5 of the Health and Safety Code, as may be amended from time to time;

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2. A minimum of Five percent of the total units of a housing development for very low income households, as defined in Section 50105 of the Health and Safety Code, as may be amended from time to time;
3. A senior citizen housing development, as defined in Sections 51.3 and 51.12 of the Civil Code, as may be amended from time to time; or a mobile home park that limits residency based on age requirements for housing for older persons pursuant to Section 798.76 or 799.5 of the Civil Code as may be amended from time to time;
4. Ten percent of the total dwelling units in a common interest development, as defined in Section 4100 of the Civil Code, as may be amended from time to time, for persons and families of moderate income, as defined in Section 50093 of the Health and Safety Code, as may be amended from time to time, provided that all units in the development are offered to the public for purchase;
5. Ten percent of the total units of a housing development for transitional foster youth, as defined in Section 66025.9 of the Education Code, as may be amended from time to time, disabled veterans, as defined in Section 18541, or homeless persons, as defined in the federal McKinney-Vento Homeless Assistance Act (42 U.S.C. Sec. 11301 et seq.) as may be amended from time to time. The units described in this subparagraph shall be subject to a recorded affordability restriction of 55 years and shall be provided at the same affordability level as very low income units.

Amend section 17.83.045 "Processing a density bonus request" to read in its entirety as follows:

17.83.045 - Processing a density bonus request. Once a complete proposal is received by the County, the following procedures shall be followed:

A. Permit requirement.

1. The County shall notify the applicant whether the application has been deemed complete within 30 calendar days from the receipt of the application pursuant to Government Code section 65943, as that section may be amended from time to time.

2. Where a density bonus request is part of a project that includes an application for a use permit or tentative or parcel map, the density bonus proposal along with the density bonus agreement shall be processed and considered by the Planning Commission concurrently with the use permit or map application in the manner prescribed for the use permit or map application. However, (1) the planning commission shall render its decision in the form of a written resolution, which shall include a recommendation to the board of supervisors for action on the application with the density bonus, the reasons for the recommendation, the relationship of the application to the general plan and any applicable specific plan, and findings as required by this section; (2) the Director of Resource Management shall cause a report of the Planning Commission's action to be filed with the Clerk of the Board within ten working days after the Planning Commission's decision; (3) upon receipt of the report of the Planning Commission's action, the board of supervisors shall set the matter for public hearing before it and shall consider the use permit or tentative or parcel map application along with the proposed density bonus in accordance with section 17.92.020(G) or 15.08.085 as applicable; (4) the board of supervisors may continue any

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hearing to a specific time, date, and place without further public notice; (5) The board of supervisors shall conduct a "de novo" review of the Planning Commission's decision and shall review the report of the Planning Commission's action and any additional relevant information that may have been received at the hearing before the board of supervisors; (6) the board of supervisors may, in its discretion, refer any application back to the Planning Commission for further review and report. The Board may also, in its discretion, approve, disapprove, or modify, wholly or partly, any recommendation of the Planning Commission. The board of supervisors may also impose additional conditions; (7) following approval by the Board, the density bonus agreement shall be recorded with the County Recorder concurrently with the final or parcel map, or at the time the use permit is issued.

23. Where a request for a density bonus is a stand-alone request, the proposal shall be submitted to the Director, with all required fees. Once accepted as complete, the Director shall present the proposal to the Planning Commission whose decision shall be rendered in the form of a written resolution, which shall include findings as required by this section and a recommendation to the board of supervisors for action on the request. Upon receipt of the report of the Planning Commission's action, the board of supervisors shall set the matter for consideration before it. A noticed public hearing shall not be required for either the Planning Commission or the Board of Supervisors. The board of supervisors may, in its discretion, refer any request back to the Planning Commission for further review and report. The Board may also, in its discretion, approve, disapprove, or modify, wholly or partly, any recommendation of the Planning Commission. Following approval by the Board, the density bonus agreement shall be recorded with the County Recorder.

B. Findings for approval. The approval of a density bonus and other incentives and concessions shall require that the review authority first make all the following findings:

1. The residential development will be consistent with the General Plan,
2. The approved number of dwellings can be accommodated by existing and planned infrastructure capacities.
3. Adequate evidence exists to indicate that the project will provide affordable housing in a manner consistent with the purpose and intent of this chapter and state housing law.
4. Remain affordable for the required time period.

Amend section 17.83.060 "Density Bonus Agreement" to read in its entirety as follows:

17.83.060 - Density Bonus Agreement.

A. Agreement Required. An applicant requesting a density bonus shall enter into a recordable density bonus agreement ("agreement") with the County in a form approved by the County Counsel. The executed agreement shall be recorded on the property designated for the construction of the designated affordable units. The agreement shall be recorded prior to final or parcel map approval, or prior to use permit issuance, or where neither a map nor a use permit are required, prior to issuance of building permits for such properties.

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- B. Project Information: The agreement shall include at least the following information about the project:
1. Identification of the qualifying category and amount of density bonus requested in accordance with this chapter and Government Code section 65915 and following, and the total number of units proposed for the housing development, including the number of designated affordable units.
 2. A description of the household income or special needs group to be accommodated by the housing development, and the standards and methodology for determining the corresponding affordable rent or affordable sales price and housing costs consistent with U.S. Department of Housing and Urban Development ("HUD") Guidelines.
 3. Adequate information to determine the project cost per unit of the proposed development, including but not be limited to, capital costs, equity investment, debt service, projected revenues, operating expenses, or other information requested by the County.
 4. The projected sales price or rental rates, and marketing plan for the affordable units.
 5. The location, unit sizes (square feet), and number of bedrooms of the designated affordable dwelling units.
 6. Proposed tenure of the use restrictions for designated affordable dwelling units as required by this section and Government Code Section 65915, as may be amended from time to time.
 7. A schedule for completion and occupancy of the designated affordable dwelling units, which must be phased in in proportion to the rest of the development.
 8. A description of the additional incentives or concessions, if any, being requested, with information supporting the premise that additional incentives or concessions are necessary to make the units affordable and the overall project viable.
 - ~~9. Other provisions to ensure successful implementation and compliance with this section and Government Code Section 65915, as may be amended from time to time.~~
 9. A description of the additional incentives and concessions being provided by the County, if any.
 10. A description of the compliance standards and remedies available to the county should the developer/property owner fail to make or maintain the identified residential units accessible to the intended households for the term specified in the agreement.
 11. Other provisions to ensure successful implementation and compliance with this Section and Government Code Section 65915, as may be amended from time to time.
 - a. Minimum Requirements. The agreement shall provide, at a minimum, that:

~~1) The Developer shall give the County the continuing right of first refusal to lease or purchase any or all the designated low income or affordable dwelling units at the appraised value.~~

- 1) The deeds to the designated affordable dwelling units shall contain a covenant stating that the developer or successors-in-interest shall not assign, lease, rent, sell, sublet, or otherwise transfer any interest for designated low income or affordable dwelling units without the written approval of the County.
- 2) When providing the written approval, the County shall confirm that the price (rent or sale) of the designated low income or affordable dwelling unit is consistent with the limits established for low and very low income households, as published by HUD.
- 3) The County shall have the authority to enter into other agreements with the developer, or purchasers of the designated low income or affordable dwelling units, to ensure that the required dwelling units are continuously occupied by eligible households.
- 4) Applicable deed restrictions, in the form satisfactory to the County Counsel, shall contain provisions for the enforcement of owner or developer compliance. Any default or failure to comply may result in the County seeking any and all remedies available by law.
- 5) In any action taken to enforce compliance with deed restrictions, the County Counsel shall, if compliance is ordered by a court of law, take all action that may be allowed by law to recover all of the County's costs of action including legal services.
- 6) Compliance with the agreement will be monitored and enforced in compliance with the measures included in the agreement.
- 7) The designated low income or affordable dwelling units that qualified the housing development for a density bonus and other incentives and concessions shall continue to be available as affordable units in compliance with the requirements of Government Code Section 65915(c).

b. For-sale housing conditions: In the case of for-sale housing developments, the agreement shall provide for the following conditions governing the initial sale and use of designated low income or affordable dwelling units during the applicable restriction period:

- 1) A requirement that designated affordable dwelling units shall be owner-occupied by eligible households, or by qualified residents in the case of senior housing.

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- 2) Provisions as the County may require ensuring continued compliance with maintaining low income or affordable dwelling units in compliance with this section and State law.
 - 3) Terms for future sales and recapture of any equity to ensure continued affordability of dwelling units for the requisite time period, as prescribed by Government Code Section 65915(c).
- c. Rental Housing Conditions: In the case of rental housing development, the agreement shall provide for the following conditions governing the use of designated low income or affordable dwelling units during the restriction period:
- 1) The rules and procedures for qualifying tenants, establishing affordable rent, filling vacancies, and maintaining the designated affordable dwelling units for qualified tenants.
 - 2) Provisions requiring owners to annually verify to the County tenant incomes and maintain books and record to demonstrate compliance with this section.
 - 3) Provisions requiring owners to submit an annual report to the County, which includes the name, address, and income of each person occupying the designated affordable dwelling units, and which identifies the number bedrooms in each dwelling and monthly rent or cost of each unit.
 - 4) The applicable use restriction shall comply with the time limits for continued availability in compliance with this section and Government Code Section 65915(c), as may be amended from time to time.
- d. Execution of agreement: Following Board of Supervisors approval of the agreement and execution of the agreement by all parties, the completed agreement shall be recorded on the parcels designated for the low income or affordable dwelling units, at the County Recorder's Office.
- e. The agreement shall be recorded prior to final or parcel map approval, or prior to use permit issuance, or where neither a map nor a use permit are required, prior to issuance of building permits for such properties.
- f. The agreement shall be binding on all future owners, developer and/or successors-in-interest.

SECTION 4

Chapter 17.86 Off-street Parking and Loading Regulations is amended as follows:

Amend subsection (A) "Parking requirements" of section 17.86.140 "Off-street parking standards" to read in its entirety as follows:

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17.86.140 - Off-street parking standards.

The following parking schedule applies in all zone districts. The required parking spaces are in addition to company operated vehicles. When computing the required number of off-street parking or loading spaces, a remaining fraction of one-half or more shall be deemed a whole unit of measurement; a remaining fraction of less than one-half will be disregarded.

A. Parking requirements:

Use	Off-street Parking Space Requirements
Accessory dwelling unit	Refer to section 17.88.132
Animal care facility	5 parking spaces per doctor.
Automobile service, including repair, body shop or service station	5 parking spaces exclusive of service bays, pumping areas, or auto storage areas.
Bowling alley	5 parking spaces for each bowling lane, plus 1 parking space for each 200 square feet of gross floor area devoted to accessory uses.
Business or trade school	1 parking space per 3 students, plus 1 space per employee.
Card room	1 parking space for each 2 seats in the play area, plus restaurant and bar parking.
Church, social hall, club, lodge, community center, theater, or other place of public assembly	1 parking space for each 4 seats in the principal seating area, or 1 parking space for every 40 square feet in the principal seating area, whichever is the greater, plus 1 passenger loading space.
Condominiums or townhouses	See "multifamily residences."
Convalescent hospital	1 parking space for each 3 beds.
Day care center	1 parking space for each 10 children, plus 2 other parking spaces, plus 1 passenger loading space.
Large family day care home	In addition to the required residential parking, 1 parking space, plus 1 passenger loading space.
Emergency Shelters, Supportive and Transitional Housing serving seven or more residents	In addition to the required residential parking, one half (0.5) space for each bedroom housing a recipient of support services, rounded to the next highest whole number. 1 space per employee + 1 space per ten beds for persons 16 years and older.
Flea market	1 parking space for each 500 square feet of sales or display area, plus 1 per sales booth.
Golf course	4 parking spaces per hole, plus required parking for accessory uses.
Guest house	1 space in addition to that required for the main residence.
Hotel, motel, boardinghouse, or bed and breakfast guest facility	1 parking space per guest room, plus 1 space per two employees, plus required parking for accessory uses.
Industry	1 parking space for each 1,000 square feet of manufacturing or warehousing area, or per employee, whichever is greater, plus 1

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	parking space for each 300 square feet of office area, plus 1 parking space for each 250 square feet of retail floor area, if retail sales are allowed.
Medical offices and clinic	1 parking space for each 250 square feet of gross floor area.
Mobile or manufactured home park	2 parking spaces per unit (tandem parking permitted), plus 1 guest parking space for each 4 units, plus 1 recreational vehicle parking space for each 5 units. For mobile or manufactured home parks restricted to seniors only, 1 parking space per unit.
Mortuary	1 parking space for each 4 seats in the principal seating area, plus 3 parking spaces; or 1 parking space for each 45 square feet in the principal seating area, whichever is the greater.
Motel	See "hotel."
Multifamily or group residence, condominiums or townhouses	1.5 parking spaces per unit; plus 1 guest parking space for each 5 units, plus 1 recreational vehicle parking space for each 10 units.* Where such units are restricted to seniors only, or are developed at 20 or more units per acre and at least 20 percent of the units are restricted for affordable housing, 1 space per unit, plus guest and RV parking* as indicated above. *Note: On-site RV parking spaces may be waived by the Director where there is an enforceable, binding prohibition against parking RVs on site.
One-family or two-family residence	2 parking spaces per dwelling unit.
Personal services	1 parking space for each 200 square feet of gross floor area.
Professional office, including bank and other financial institution	1 parking space for each 300 square feet of gross floor area.
Research and development	1 parking space per 2 employees.
Residential facility for the elderly	½ parking space per unit, in addition to parking for other types of residences.
Restaurant (standard) or bar	1 parking space for each 250 square feet of gross floor area or 1 space for every 4 seats based upon the capacity of the fixed or movable seating area, whichever is greater.
Restaurant (fast food)	1 parking space for each 50 square feet of gross floor area.
Retail:	
a. Enclosed — general retail	1 parking space for each 200 square feet of gross floor area.
b. Shopping center	1 parking space for each 275 square feet of gross floor area.

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c. Enclosed — furniture, large appliance, carpet, piano, auto showroom or similar uses	1 parking space for each 500 square feet of retail floor area.
d. Open lot, including auto, boat, recreation vehicle and mobile home (does not include flea market or similar uses)	1 parking space for each 5000 square feet, not to exceed 5 spaces, plus 1 space for each 2 employees.
School:	
a. Grades K — 8	1 parking space per employee, plus 10 spaces.
b. Grades 9 — 12	1 parking space per 5 students, plus 1 space per 2 employees.
<u>Supportive Housing</u>	<u>Supportive Housing can take the form of a single family or multi-family residential unit(s) and off-street parking shall be required in the same manner applied to the same single or multi-family residential use type in the same zone.</u>
<u>Transitional Housing</u>	<u>Transitional Housing can take the form of a single family or multi-family residential unit(s) and off-street parking shall be required in the same manner applied to the same single or multi-family residential use type in the same zone.</u>
Convalescent hospital	1 parking space for each 3 beds.

SECTION 5

Chapter 17.88 Special Uses is amended as follows:

Amend Article III Other Special Uses as follows:

Amend section 17.88.275 "Emergency shelters" to read in its entirety as follows:

17.88.275 Emergency shelters. Emergency shelters are permitted outright in the Commercial-Light Industrial (CM) district and shall comply with all objective standards identified in Government Code Section 65583 (a) ((4), and the Shasta County Code, that include the following:

1. Off-street parking as provided under Section 17.86 of this Code.
2. Shall not be located closer than three hundred (300) feet of any other emergency shelter, unless such other emergency shelter is located within the same building or on the same lot.
3. There shall be adequate receiving and reception space inside the structure such that prospective and current residents are not required to wait on sidewalks or any other public rights-of-way.
4. A security plan is required for ~~the residents of the all~~ emergency shelters that identify the security features for ~~appropriate security subject to approval of the Sherriff and the Director, and the facility~~

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such as security cameras, lighting, provided that such light does not cause light or glare on adjacent properties and uses, intake and discharge hours and procedures, and other appropriate security measures.

5. A management plan is required for all emergency shelters to address management experience, good neighbor issues, transportation, client supervision, client services, and food services. Such plan shall be submitted to and approved by the Director prior to establishing the emergency shelter. Minimum standards and practices addressed in the plan shall be as follows:
 - a. The Emergency Shelter shall be operated by or in association with an agency or organization, with prior experience in managing or providing social services.
 - b. The Emergency Shelter shall have an identified administrator and representative to address community concerns.
 - c. The Emergency Shelter shall provide at least one responsible onsite supervisor at all times for every ten residents.
 - d. Residents shall be regularly evaluated by a case manager or other person(s) experienced in emergency shelter placement and/or management.
 - e. The plan shall identify how the shelter will assist its residents with gaining access to social services, employment opportunities and other services.
 - f. First aid and CPR assistance, life skills training, counseling, and personal services essential to enable homeless persons to make the transition to permanent housing shall be provided. Services may also include providing meals, as incidental to the operation of an Emergency Shelter.
 - g. Referral services shall be provided to assist residents in obtaining permanent housing and income. Such services shall be available at no cost to residents of a shelter.
 - h. Emergency Shelters shall be maintained in a safe and clean manner and free from refuse or discarded goods.

SECTION 6

Chapter 17.100 Reasonable Accommodation is amended as follows:

Amend Chapter 17.100 "Reasonable Accommodation" to read in its entirety as follows:

17.100 REASONABLE ACCOMMODATION

Sections:

17.100.010 Purpose

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17.100.020	Applicability
17.100.030	Application
17.100.040	Approval authority
17.100.050	Grounds for approving accommodation
<u>17.100.055</u>	<u>Alternative reasonable accommodations</u>
17.100.060	Appeals

17.100.010 Purpose. The purpose of this chapter is to establish reasonable and necessary standards and procedures, pursuant to the Federal Fair Housing Amendments Act of 1988 and California Fair Employment and Housing Act, Gov. Code Section 12901 (the Acts) and following, as they may be amended from time to time, for the County of Shasta to provide people with disabilities reasonable accommodation from the various land use, zoning and building laws, rules, policies, practices and procedures of the County that may be necessary to ensure equal access to housing.

17.100.020 Applicability. In order to make specific housing available to an individual with a disability, a disabled person or their authorized representative may request reasonable accommodation relating to the various land use, zoning, and building laws, rules, policies, practices and procedures of the County. A request may be filed at any time that the accommodation may be necessary to ensure equal access to housing. If the project for which the request is being made also requires some other planning or building permit or approval, then the applicant shall file the request together with the application for such permit or approval.

17.100.030 Application. All requests for reasonable accommodation shall include the following information:

1. Assessor's Parcel Number and physical address of the property for which the request is being made;
2. The current actual use of the property;
3. The code provision, regulation or policy from which accommodation is being requested;
4. The basis for the claim (including documentation) that the individual(s) is considered disabled under the state ~~and/or~~ federal fair housing acts and why the accommodation is necessary ~~to make the specific housing available to for~~ the individual(s) **with the disability to use and enjoy the dwelling;**
5. Plans showing the details of the proposed use to be made of the land or building, and any other pertinent supporting documentation as required by the Planning Department.

17.100.040 Approval authority. The Director, or his/her designee, shall have the authority to consider and act on a request for reasonable accommodation. When a request for reasonable accommodation is filed with the County, it will be referred to the Director for review and consideration. The Director shall issue a written decision within thirty (30) days of the date of receipt of a completed application and may (1) approve the accommodation request, (2) approve the accommodation request subject to specified nondiscriminatory conditions, or (3) deny the request. All written decisions shall give notice of the right to appeal and the right to request reasonable accommodation on the appeals process, if necessary. The

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notice of decision shall be sent to the applicant or any other person requesting notice by certified mail, return receipt requested.

If necessary to reach a determination on the request for reasonable accommodation, the Director or designee may request further information from the applicant consistent with this chapter, specifying what additional information is required. In the event a request for further information is made, the thirty (30) day period to issue a written determination shall be stayed until the applicant responds to the request. Additional information shall not be requested solely as a means to postpone the timeline for a decision. Accommodation approval shall not have any force and effect until the applicant acknowledges receipt thereof and agrees in writing to each and every term and condition thereof.

17.100.050 Grounds for approving accommodation. ~~In making~~ The written decision to grant, grant with modifications, or deny a ~~determination regarding the reasonableness of a requested~~ request for reasonable accommodation, shall be consistent with fair housing laws and based on the following factors ~~shall be considered:~~

1. Whether the housing, which is the subject of the ~~request for reasonable~~ requested accommodation, will be used by an individual protected under the Acts.
2. Whether the ~~request for reasonable~~ requested accommodation is necessary to make specific housing available to an individual with a disability under the Acts.
3. Whether the requested ~~reasonable~~ accommodation would impose an undue financial or administrative burden on the County.
4. Whether the requested accommodation will require a fundamental alteration to the zoning or building laws, policies or procedures of the County.

~~5.—Physical attributes of the property and structures.~~

17.100.055 Alternative reasonable accommodations ~~which~~. When the Director determines that a request for reasonable accommodation would impose an undue financial or administrative burden on the County and/or would require a fundamental alteration to the zoning or building laws, policies or procedures of the County, the Director must engage in an interactive process with the person seeking the accommodation to determine if there is another reasonable accommodation that may provide an equivalent level of benefit.

17.100.060 Appeals. Within thirty (30) days of the date the Director issues a written decision, the applicant requesting the accommodation may appeal an adverse determination or any conditions or limitations imposed in the written determination. Any other interested person not satisfied with the decision of the Director, may file an appeal within seven (7) calendar days of the date on which the decision being appealed was rendered. All appeals shall contain a statement of the grounds for the appeal. Appeals shall be to the Board of Supervisors who shall consider the matter and render a

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determination as soon as reasonably practicable, but in no event later than sixty (60) days after an appeal has been filed. Following the filing of an appeal, the Board of Supervisors shall hold a public hearing on the matter. All determinations on an appeal shall address and be based upon the same findings required to be made in the original determination from which the appeal is taken.

RESOLUTION NO. 2018-032

**A RESOLUTION OF THE SHASTA COUNTY PLANNING COMMISSION
RECOMMENDING THAT THE SHASTA COUNTY BOARD OF SUPERVISORS
APPROVE ZONING PLAN AMENDMENT ZA18-0006 (COUNTY OF SHASTA)**

WHEREAS, as part of the state housing law the legislature found, among other findings, that (1) the availability of housing is of vital statewide importance, (2) local governments, such as Shasta County, have the responsibility to facilitate the improvement and development of housing adequate to meet the needs of all economic segments of the community, (3) designating and maintaining a supply of land that is suitable, feasible and available for the development of housing to meet the housing need for all income levels is essential to achieving the state's housing goals (Government Code section 65580); and

WHEREAS, the intent of the state's housing law, among others, is to (1) assure that the County recognizes its responsibility to contribute to attaining the state's housing goal, (2) assure that the County prepares and implements a local Housing Element as part of its General Plan, (3) recognize that the County is best capable of determining what is needed for the County to contribute to the attainment of the state's housing goal in a manner compatible with the state's housing goal and the Regional Housing Need Allocation (RHNA) assigned to the County by the state (Government Code section 65581); and

WHEREAS, revisions to the state's provisions related to, among others, emergency shelters, density bonuses, and reasonable accommodation require updates and revisions to the County's Zoning Plan to achieve and maintain compliance with state law; and

WHEREAS, a duly noticed public hearing to consider ZA18-0006 was held before the Planning Commission on October 11, 2018, at which time the Commission received a presentation from staff and considered all written comments and all testimony from agencies, housing advocates and the public; and

WHEREAS, ZA18-0006 consists of amendments to revise specific housing related portions of the County Zoning Plan including, but not limited to, provisions for mobile homes and mobile home park conversions, density bonus laws, off-street parking and loading regulations, emergency shelters, and reasonable accommodation laws. These amendments do not in themselves result in direct or indirect physical changes to the environment or in a significant effect on the environment. Therefore, ZA18-0006 is not subject to the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15060(c)(2) (the adoption of the resolution and the ordinance will not result in a direct or indirect physical change in the environment). In addition, ZA18-0006 is exempt from CEQA in accordance with CEQA Guidelines section 15061(b)(3) (there is no possibility the adoption of the resolution and ordinance may have a significant effect on the environment). Each exemption stands as a separate and independent basis for determining that this Zoning Plan Amendment is not subject to CEQA.

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NOW, THEREFORE BE IT RESOLVED by the Shasta County Planning Commission:

1. The foregoing recitals are true and correct and incorporated herein.
2. The Planning Commission makes the following findings with regard to Zoning Plan Amendment ZA18-0006:

A. State housing law, as codified in Government Code section 65580 et seq., requires that Shasta County assist in attaining the state's housing goal by, among other actions: (a) facilitating the improvement and development of housing adequate to meet the needs of all economic segments of the community, (b) designating and maintaining a supply of land that is suitable, feasible and available for the development of housing to meet the housing need for all income levels, (c) preparing and implementing a local Housing Element as part of its General Plan, (d) determining what is needed for the County to contribute to the attainment of the state's housing goal in a manner compatible with the state's housing goal and the Regional Housing Need Allocation (RHNA) assigned to the County by the state.

B. Revisions to the state's provisions related to, among others, density bonus, accessory dwelling units and reasonable accommodation require updates and revisions to the County's Zoning Plan to achieve and maintain compliance with state law.

C. Other revisions to the County Zoning Plan are warranted and appropriate to, among other things, (1) maintain internal consistency, (2) provide policy and procedural clarification for some provisions of the Plan, and (3) reduce the permitting and review requirements for some uses within certain zone districts.

D. ZA18-0006 consists of amendments to revise specific housing related portions of the County Zoning Plan including but not limited to the provisions for mobile homes and mobile home park conversions, density bonus laws, off-street parking and loading requirements, emergency shelters, and reasonable accommodation laws. These amendments do not in themselves result in direct or indirect physical changes to the environment or in a significant effect on the environment. Therefore, ZA18-0006 is not subject to the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15060(c)(2) (the adoption of the resolution and ordinance will not result in a direct or indirect physical change in the environment). In addition, ZA18-0006 is exempt from CEQA in accordance with CEQA Guidelines section 15061(b)(3) (there is no possibility the adoption of the resolution and ordinance may have a significant effect on the environment). Each exemption stands as a separate and independent basis for determining that this Zoning Plan Amendment is not subject to CEQA.

E. The proposed amendments to the Zoning Plan are consistent with the objectives and policies in the Community Development Group, Chapter 7.0 et seq., and with the other elements of the Shasta County General Plan.

3. The Planning Commission recommends that the Shasta County Board of Supervisors take the following actions with regard to ZA18-0006:

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A. Conduct a public hearing.

B. Close the public hearing.

C. Find ZA18-0006 is not subject to the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Sections 15060(c)(2) (the adoption of the resolution and ordinance will not result in a direct or indirect physical change in the environment) and 15061(b)(3) (there is no possibility the adoption of the resolution and ordinance may have a significant effect on the environment). Each exemption stands as a separate and independent basis for determining that this Zoning Plan Amendment is not subject to CEQA.

D. Introduce, waive the reading of and enact an ordinance amending the Shasta County Zoning Plan pursuant to Zone Plan Amendment ZA18-0006.

DULY PASSED AND ADOPTED this 11th day of October, 2018, by the following vote:

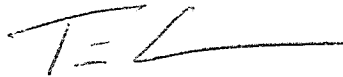
AYES: MACLEAN, CHAPIN, RAMSEY

NOES:

ABSENT: KERNS, WALLNER

ABSTAIN:

RECUSE:



TIM MACLEAN, Chairman
Planning Commission
County of Shasta, State of California

ATTEST:



Paul A. Hellman, Secretary
Planning Commission
County of Shasta, State of California

SHASTA COUNTY PLANNING COMMISSION MEETING

DRAFT

MINUTES

Meeting

Date: October 11, 2018
Time: 2:00 p.m.
Place: Shasta County Administration Center
Board of Supervisors' Chambers

Flag Salute

ROLL CALL

Commissioners

Present: Tim MacLean District 2
Jim Chapin District 1
Roy Ramsey District 4

Absent: Steven Kerns District 3
Patrick Wallner District 5

Staff Present: Paul Hellman, Director of Resource Management
James Ross, Assistant County Counsel
Kim Hunter, Planning Division Manager
Lio Salazar, Senior Planner
Luis Topete, Associate Planner
Ken Henderson, Senior Environmental Health Specialist
Jimmy Zanotelli, Shasta County Fire Marshal
Eric Wedemeyer, Public Works/Subdivision Engineer
Jessica Cunningham-Pappas, Staff Services Analyst II/Recording Secretary

Note: All unanimous actions reflect a 3-0 vote.

PUBLIC COMMENT PERIOD - OPEN TIME: No Speakers.

R1: APPROVAL OF MINUTES:
By motion made, seconded (Ramsey/Chapin) and carried unanimously, the Planning Commission approved the Minutes of August 23, 2018, and September 13, 2018, as submitted.

CONFLICT OF INTEREST DECLARATIONS: Chairman MacLean declared a conflict of interest for Item R2 and R5 due to his association with Sharrah Dunlap Sawyer, Inc., related to their involvement with either the property or the company associated with those items.

PUBLIC HEARINGS:

Chairman MacLean left the room.

Ex-parte Communications Disclosures: None.

- R2:** **Zone Amendment 17-006, Use Permit 17-005, and Reclamation Plan 17-001 (Tullis Inc.) continued from September 13, 2018:** The applicant has requested approval of a zoning text amendment to add wildlife habitat to the list of uses permitted in the Industrial (M) zone. The proposed zoning change is in conjunction with a proposed use permit and reclamation plan for a sand and gravel mining operation on up to 100 acres of an approximately 182-acre parcel. Applicant: Tullis, Inc.; Assessor's Parcel Number: 050-100-015; Project Location: Anderson area on the northeast side of Eastside Road, approximately 0.5 miles southeast of the intersection of Latona Road and Eastside Road; Supervisor District: 2; Recommended Environmental Determination: Mitigated Negative Declaration; Planner: Lio Salazar, Senior Planner. Simple Majority Vote.

Assistant County Counsel Jim Ross stated that the Planning Commission lacked a quorum to act and recommended the Commission, under Robert's Rules of Order, continue the item to a future meeting.

By motion made, seconded (Ramsey/Chapin) and carried 2-0, the Planning Commission continued Zone Amendment 17-006, Use Permit 17-005, and Reclamation Plan 17-001, to a date uncertain.

Chairman MacLean returned to the meeting.

Ex-parte Communications Disclosures: None.

- R3:** **Parcel Map 07-035 – (Giles) 2nd Extension of Time 18-0005:** The applicant has requested a 3-year extension of time for Parcel Map 07-035, approved on October 8, 2009, for the creation of two approximately five-acre parcels and a third approximately fifteen-acre parcel for residential uses. The Planning Commission approved a previous discretionary extension of time on December 10, 2015. Applicant: Joy and Robert Giles; Assessor's Parcel Numbers: 057-140-019; Project Location: Palo Cedro area, on the east side of Deschutes Road on a 23.39-acre parcel approximately 0.1 miles north of the intersection of Deschutes Road and Homashea Lane; Supervisor District: 5; Recommended Environmental Determination: Exempt; Planner: Lio Salazar, Senior Planner. Simple Majority Vote.

Senior Planner Lio Salazar presented the staff report.

Chairman MacLean opened the public hearing. There being no speakers, the public hearing was closed.

By motion made, seconded (Chapin/Ramsey) and carried unanimously, the Planning Commission adopted a resolution that: a) finds that the extension of time is Exempt from the California Environmental Quality Act (CEQA) under section 15061(b)(3) of the CEQA Guidelines which states that as a general rule CEQA applies only to projects which have the potential for causing a significant effect on the environment; b) adopts the recommended findings listed in Resolution 2018-029; and c) approves Extension of Time 18-0005 for Parcel Map 07-035, based on the recommended findings and subject to the conditions of approval listed in Planning Commission Resolution 2009-049.

Mr. Ross recommended addressing Item R5 out of order since it appeared there were people in the audience waiting for the item, and the Planning Commission's ability to act would be limited.

PLANNING COMMISSION MEETING MINUTES**October 11, 2018**

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Chairman MacLean reversed the order of R4 and R5 and left the room.

DRAFT

Ex-parte Communications Disclosures: None.

R5 **Tract Map 18-0001 – (Stillwater Properties Inc.) Addendum to a Mitigated Negative Declaration:** The applicant has requested approval of Tract Map 18-0001, an 18-lot subdivision consisting of 1.7- to 5.84-acre parcels for single-family residential development. The configuration of lots was first approved as Phase 2 of Tract Map 1977, Unit 2 (a 29-lot subdivision). Phase 1, which included 9 lots, has been recorded. The current project submittal is substantially the same as Phase 2 of the previously approved map with two lots (of 20 total) being omitted; resulting in 18 lots being proposed. Project Applicant: Whitson Engineering representing Stillwater Properties Inc.; Assessor's Parcel Number: 111-290-011; Project Location: East Redding in the South Central Urban Area on a 54.10-acre parcel on the east side of Stillwater Creek and the west side of Twin Creek Lane approximately 0.6 miles north of the intersection of Twin Creek Lane and Old 44 Drive; Supervisor District: 4; Recommended Environmental Determination: Addendum to a Mitigated Negative Declaration; Planner: David Schlegel, Associate Planner. Simple Majority Vote.

By motion made, seconded (Ramsey/Chapin) and carried 2-0, the Planning Commission continued Tract Map 18-0001 to the November 8, 2018, Planning Commission meeting.

Chairman MacLean returned to the meeting.

Ex-parte Communications Disclosures: None.

R4 **Tract Map 1946A2 – (Shingle Glen Properties LLC):** The applicant has requested approval of Tract Map 1946A2, for an amendment to Tract Map 1946, approved on December 13, 2007. The original approval was for the subdivision of a 121.7-acre parcel into 23 lots consisting of 5-acre parcels for single-family residential development. The applicant is requesting to increase the number of lots from 23 to 36. Applicant: Shingle Glen Properties LLC; Assessor's Parcel Number: 096-290-032; Project Location: Shingletown West Rural Community Center, approximately 360 feet west of Wilson Hill Road and Emigrant Trail and 300 feet north of the intersection at State Highway 44 and Shingle Glen Trail; Supervisor District: 5; Recommended Environmental Determination: Mitigated Negative Declaration; Planner: Luis Topete, Associate Planner. Simple Majority Vote.

Associate Planner Luis Topete presented the staff report and addressed comments received by the Department of Fish and Wildlife and the Native American Heritage Commission.

Commissioner Chapin inquired about whether a conversion permit was completed for the project and asked how the 50-foot setback requirement would be implemented when the property was sold to a future homeowner. Mr. Topete responded, noting mitigation occurred at 50 feet from around water courses, which included snags and trees. Commissioner Chapin asked about any changes to the project's infrastructure related to roads and access. Public Works representative Eric Wedemeyer noted a widening of the first part of the access road.

Chairman MacLean opened the public hearing. There being no speakers, the public hearing was closed.

By motion made, seconded (Ramsey/Chapin) and carried unanimously, the Planning Commission adopted a resolution that: a) adopts the California Environmental Quality Act (CEQA) determination of a Mitigated Negative Declaration; and b) approves Tract Map 1946A2, based on the findings and subject to the conditions of approval listed in Planning Commission Resolution 2018-030.

Ex-parte Communications Disclosures: None.

- R6 Zone Amendment 18-0006 (Shasta County):** The proposal is for text amendments to the Shasta County Zoning Plan which include specific revisions to ensure consistency with the implementation of a settlement agreement to meet the terms of a court judgment, and to comply with state and federal law. The necessary revisions, contained in ZA18-0006, specifically address areas of concern identified in the comments received on July 13, 2018, from Legal Services of Northern California and the Public Interest Law Project. Recommended Environmental Determination: Not Subject to CEQA; Staff Planner: Kim Hunter, Planning Division Manager. Simple Majority Vote.

Text revisions are limited to the following portions of the Zoning Plan:

- Section 17.02.365, definition of “Mobile home”
- Chapter 17.39 “Mobile Home Park Conversions”
- Section 17.83.030, Density Bonus “Implementation”
- Section 17.83.045 “Processing A Density Bonus Request”
- Section 17.83.060 “Density Bonus Agreement”
- Chapter 17.86 “Off-street Parking and Loading Regulations”
- Section 17.88.275, Special Uses “Emergency Shelters”
- Chapter 17.100 “Reasonable Accommodation”

Planning Manager Kim Hunter presented the staff report, noting the project included a group of text amendments that were cleanup efforts from previous Housing Element related text amendments completed earlier this year.

Commissioner Chapin requested clarification on Mobile Home Park Conversions and Reasonable Accommodations. Ms. Hunter responded, defining Mobile Home Park Conversions and noting Reasonable Accommodations were related to bringing the county’s code up to date with state law. Chairman MacLean asked whether the Mobile Home Park Conversion section was required by County Code through state requirement or as part of the negotiated lawsuit. Ms. Hunter responded the change was related to the stipulated judgement. Chairman MacLean noted what appeared to be a missing word on Page 5 of 17 under Section 3, item C, between the words *contain* and *five*.

Chairman MacLean opened the public hearing. There being no speakers, the public hearing was closed.

By motion made, seconded (Chapin/Ramsey) and carried unanimously, the Planning Commission adopted Resolution 2018-032 recommending that the Board of Supervisors: a) find Zone Amendment ZA18-0006 not subject to the California Environmental Quality Act (CEQA) in accordance with the provisions of Government Code section 15060(c)(2) (the adoption of the resolutions and ordinance will not result in direct or indirect changes to the environment or in a significant effect on the environment) and that ZA18-0006 is exempt from CEQA in accordance with

CEQA Guidelines section 15061(b)(3) (there is no possibility the adoption of the resolution and ordinance may have a significant effect on the environment); and b) introduce, waive the reading of and enact an ordinance amending the Shasta County Code Title 17, Zoning, pursuant to ZA18-0006.

NON-HEARING ITEMS: None.

PLANNING DIRECTOR'S REPORT:

Director Paul Hellman noted a Special Planning Commission meeting would be held on Wednesday, November 28, 2018, at 2:00 p.m. and thanked Commissioners for accommodating this request. Planning Division Manager noted that Variance 18-0003 (Kronick) had been withdrawn.

CONSENT ITEMS: None.

ADJOURNMENT: The Planning Commission adjourned at 2:47 p.m.

Submitted by:

Jessica Cunningham-Pappas, Staff Services Analyst II
Recording Secretary

LEGAL SERVICES
of
NORTHERN CALIFORNIA

July 13, 2018

SENT VIA EMAIL: shastacountybos@co.shasta.ca.us.

Shasta County Board of Supervisors
1450 Court St # 308B
Redding, CA 96001

Re: July 17, 2018, Agenda Item No. ____
General Plan and Zoning Plan Amendments

Dear Shasta County Board of Supervisors,

Legal Services of Northern California and Public Interest Law Project offer these comments regarding the proposed General Plan and Zoning Plan revisions before the Board on July 17, 2018, to ensure that these revisions are consistent with implementation of the recent settlement entered in *Bowman v. Shasta County* (Shasta County Sup. Ct. Case No. 189106), and with state and federal law.

We regret that we cannot attend the Board of Supervisors meeting on July 17, but we look forward to working with staff to address these issues.

PROPOSED GENERAL PLAN AMENDMENTS

Definition of Gross Acre. The General Plan revision should clarify the definition of “gross acre” for purposes of calculating allowable residential densities. See p. 3. The draft indicates that gross acreage includes “infrastructure such as public roads, public open space and in some instances non-residential development such as schools and shops” (emphasis added). This ambiguity makes calculating the capacity of a site for residential development difficult, in turn making it difficult to determine whether the sites identified in the Housing Element are adequate to meet the County’s Regional Housing Needs Allocation (RHNA).

Urban Residential Land Use Designation. The proposed General Plan revision to the Urban Residential (UR) land use designation provides for a maximum density of 16 du/acre “except for parcels identified in the County Housing Element, or as otherwise identified by the County, for low-income housing which shall be 25 dwelling units per acre.” See pp. 3, 6, 9. If the County is going to impose different maximum densities on parcels with the same land use designation, the County should take steps to ensure that owners, developers, and the public are able to easily discern the applicable maximum density for a parcel without having to consult the Housing Element’s site inventory.

Policy CO-o. This policy, which gives the County broad discretion to require projects “to provide acceptable offsets for . . . negative fiscal impacts before the project can be approved” could run afoul of the Housing Accountability Act (Gov. Code § 65589.5) if applied to housing developments, in particular to affordable housing and emergency shelters; the Housing Accountability Act allows local

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A Legal Services Corporation Program



governments to deny or impose conditions on such developments only if very specific findings have been made.

PROPOSED ZONING PLAN AMENDMENTS

Section 1: Definitions

12.02.365. Mobile Home. The definition of “mobile home” should explicitly incorporate the definition of mobile home used in the California Mobile Home residency law, which, in addition to the structures referenced in the draft ordinance, also includes:

. . . trailers and other recreational vehicles of all types defined in Section 18010 of the Health and Safety Code, other than motor homes, truck campers, and camping trailers, which are used for human habitation if the occupancy criteria of either paragraph (1) or (2), as follows, are met: (1) The trailer or other recreational vehicle occupies a mobilehome site in the park, on November 15, 1992, under a rental agreement with a term of one month or longer, and the trailer or other recreational vehicle occupied a mobilehome site in the park prior to January 1, 1991. (2) The trailer or other recreational vehicle occupies a mobilehome site in the park for nine or more continuous months commencing on or after November 15, 1992. “Mobilehome” does not include a trailer or other recreational vehicle located in a recreational vehicle park subject to Chapter 2.6 (commencing with Section 799.20).

Civ. Code § 798.3(b). In our experience, many mobile home parks include RVs and other structures that are used as permanent homes, and which meet the definition of mobile home for purposes of state law. Such homes are often occupied by extremely low- or very low-income families who cannot afford other housing in the County. The County has an interest in ensuring that such residents are protected from displacement, and are guaranteed adequate relocation assistance, in the event of mobile home park conversions; the Zoning Code should be explicit that such homes are included in the protections set forth in its requirements regarding mobile home park conversions.

Section 18: Mobile Home Park Conversions

We applaud the County for moving forward with a mobile home park conversion ordinance. However, we suggest the following changes to the proposed language:

- Conversion Impact Report. The ordinance should explicitly require a Conversion Impact Report (aka Relocation Impact Report), consistent with Government Code sections 66427.4 and 658643.7, and with paragraph 4.4(b)(1) of the settlement. The ordinance should set forth the required contents of the CIR, including:
 - A description of the proposed new use of the park.
 - A proposed timetable for conversion of the park.
 - A legal description of the park.
 - The number of spaces in the park.
 - Information about current park residents and their homes, informed by confidential questionnaires completed by park residents (confidential resident information shall be maintained as confidential):

- Size, number of bedrooms, manufacturer, and date of manufacture of the home.
 - Number of occupants in the home and length of residency.
 - Space rent + utility charges + other costs paid by the resident.
 - Household income.
 - In-place value of the mobile home if the park were not being converted, and value if it is to be removed from the park and cannot be relocated to another mobile home park.
 - Any improvements to the mobile home.
 - Information regarding disabilities and disability-related needs of residents.
- The purchase price paid by the park owner when they bought the park + amounts spent on capital improvements.
- An appraisal of the park if it were to continue in use as a mobile home park, an appraisal of the highest and best use at the existing zoning, and an appraisal of the highest and best use at the new zoning (if any) being requested by the park owner for the proposed future use.
- The cost of comparable housing, including the purchase price of condos and mobile homes, and rents of apartments.
- A list of comparable mobile home parks in a 20-mile radius (or possibly larger for a rural area), with space rents, qualifications for residency, whether the park has vacant spaces, whether the park will accept mobile homes being relocated from other parks, any restrictions on relocating mobile homes from other parks, and an analysis of comparability with respect to access to schools, transit, jobs, medical care, jobs, etc.
- Estimates for moving mobile homes.
- Rental rates at the park for three years prior to the application for conversion.
- Proposed measures to mitigate the impact of the conversion on displaced residents that both compensate them for the loss of their homes and provide them with a meaningful opportunity to relocate to another mobile home park or other comparable housing.
- Proposed measures to ensure that the conversion does not result in the unmitigated reduction of the County's affordable housing stock.
- **Findings (§ 13.30.050).** To make clear that no conversion may proceed without the required findings, the language of section 13.30.050 should read: “**Required** Findings. An application for a mobile home park conversion may be approved **only** if the following findings are made: . . .”
- **Mandatory Payment of Relocation Benefits, Minimum Standards for Mitigation Measures (§ 13.30.060).** The ordinance should more explicitly condition any mobile home park conversion on the provision of “relocation benefits and other mitigation measures sufficient to allow displaced residents to relocate to comparable housing, including mobilehomes in comparable mobilehome parks in the community,” consistent with the settlement in Bownan v. Shasta County. See Settlement Agreement ¶ 4.4(b)(3). The language of section 13.30.060 should make payment of mitigation measures mandatory, and should set forth minimum standards for the mitigation measures to ensure that relocation benefits and other mitigation measures are sufficient to ensure that the mobile home park residents are not displaced from the community. Further, most older mobile homes cannot be moved to other parks, and the ordinance should set forth more specific requirements for ensuring that residents whose mobile homes cannot be moved receive sufficient benefits (1) to compensate them for

the in-place value of their mobile homes if the park were not closing and (2) to ensure that they have a meaningful opportunity to relocate to comparable housing elsewhere.

Section 27: Density Bonus

- **Implementation (§ 17.83.030(B)).** Rather than providing for remedies if the owner does not “make or maintain the identified residential units accessible to the intended households . . .,” the ordinance should provide for remedies in the event the identified residential units are **not made available to eligible renters or buyers at rent or sales prices that are affordable consistent with the level of affordability identified in the agreement.** In the housing context, “accessible” is a term of art that refers to accessibility for people with disabilities.
- **Processing a Density Bonus Request (§ 17.83.045).** This section should provide for notification that the application is complete. See Gov. Code § 65915(a)(3)(C).
- **Density Bonus Agreement (§ 17.83.060).**
 - Subsection 9 and 12 are duplicative.
 - The agreement should not include minimum requirements beyond those necessary to effectuate the terms ordinance and contemplated by the Density Bonus Law (e.g., the ordinance should not include the right of first refusal described in subsection 1).

Section 28: 17.86.140

Off-Street Parking for Emergency Shelters and Transitional and Supportive Housing (§ 17.86.140). The draft ordinance proposed additional parking requirements (“one half (0.5) space for each bedroom housing a recipient of support services, rounded to the next highest whole number”) over and above those required for other residential uses of the same size, in violation of Government Code sections 65583(a)(4)(A)(ii)(emergency shelters) and 65583(a)(5) (transitional and supportive housing). The Zoning Plan may not impose more onerous parking requirements on these uses than it proposes than it does on other residential uses.

Section 29: 17.88.275 Emergency Shelters

We are glad that the County will allow emergency shelters by right in certain zones. We suggest the following changes to the draft ordinance with respect to emergency shelters:

- **Off-Street Parking (§ 17.88275(1)).** As referenced above, Government Code section 65583 (a)(4) only allows the County to have written and objective standards for off-street parking “based upon demonstrated need, provided that the standards do not require more parking for emergency shelters than for other residential or commercial uses within the same zone.” Here, there is no indication that the County has determined what the demonstrated need would be for off-street parking for emergency shelters.

- **Gated and Fenced Outdoor Area (§ 17.88.275(4)).** The County may not impose this requirement on emergency shelters because it is not imposed on other residential or commercial uses, and because it is not enumerated in Government Code section 65583(a)(4).
- **Lighting (§ 17.88.275(5)).** Government Code section 65583(a)(4)(vii) allows the County to impose “written, objective” lighting standards. However, the draft ordinance’s requirement that [l]ighting shall be provided for appropriate surveillance subject to approval of the Sherriff and the Director” creates a discretionary approval process that is not based on written, objective standards, in violation of state law.

Section 32: Reasonable Accommodation

We support the County’s adoption of a reasonable accommodation ordinance; this ordinance is a necessary policy to meet both the County’s legal obligations and the housing needs of County residents with disabilities. We suggest the following additions and clarifications to the ordinance:

- **Definition of Disability.** The draft ordinance includes among the bases for decision regarding reasonable accommodation requests: “the individual is considered disabled under the state and federal fair housing acts.” However, this phrase should read “state or federal fair housing acts, since an individual need not meet the definition of disability under both federal and state law to be entitled to a reasonable accommodation; the California Fair Employment and Housing Act’s definition of disability is generally more inclusive than the federal definition, and the County must comply with state law even where an individual does not meet the federal definition of disability.
- **Necessary to Use and Enjoy Housing.** The draft ordinance at sections 17.100.010 and 17.100.030(4) uses the phrase “necessary to make the specific housing available” to describe reasonable accommodations. However, the language of the Fair Housing Act is “necessary to use and enjoy housing.” We are concerned that the draft ordinance’s inconsistent language could lead to an overly narrow interpretation of the County’s obligation to grant reasonable accommodations.
- **Reasonableness.** An accommodation is reasonable unless it creates (1) an undue financial or administrative burden or (2) a fundamental alteration in the service program.
 - The existence of a disability and the nexus between the disability and the requested accommodation, though elements of reasonable accommodation, are not part of the reasonableness determination.
 - Similarly, the County should consider the existence of alternative accommodations, and engage in an interactive process with the person with a disability regarding those alternative accommodations, only if the requested accommodation would create an undue burden or fundamental alteration. Otherwise, the opinion of the person with a disability regarding what accommodation best meets their needs is entitled to weight. The HUD-DOJ Joint Statement on Reasonable Accommodations provides helpful guidance in this regard (https://www.justice.gov/sites/default/files/crt/legacy/2010/12/14/joint_statement_ra.pdf).

- We suggest clarifying the language around reasonableness consistent with the HUD-DOJ guidance to ensure that reasonable accommodation requests are not improperly denied based on the Planning Director's or Board's subjective view of what is "reasonable."
- **Confidentiality.** We also suggest inclusion of language requiring the County to maintain as confidential certain information submitted to the County in conjunction with the request for reasonable accommodation. E.g., "All information identified by the applicant as confidential shall be retained in a manner so as to respect the privacy rights of the applicant and shall not be made available for public inspection."

Thank you for considering these comments. If you have any questions, please contact Melissa Morris at (510) 891-9794 x 111 or mmorris@pilpca.org.

Melissa Morris
Public Interest Law Project



Lauren Sanchez
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