



SHASTA COUNTY

BOARD OF SUPERVISORS

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

Supervisor Joe Chimenti, 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, February 5, 2019, 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 Eric Madsen, Cottonwood Bible Baptist Church

Pledge of Allegiance: Supervisor Baugh

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 proclamation which designates February 2019 as Parent Leadership Month in Shasta County (Supervisor Rickert).

No General Fund Impact

Simple Majority Vote

R 2 Board Matters

Adopt a resolution which recognizes Shasta County Health and Human Services Agency, Accountant Auditor III, Kristen Racki as Shasta County's Employee of the Month for February 2019.

No Additional 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

Approve and authorize the Chairman to sign the County claims list in the amount of \$4,106.60, as submitted.

No Additional General Fund Impact

Simple Majority Vote

C 2 Clerk of the Board

Approve the minutes of the meeting held on January 29, 2019, as submitted.

No General Fund Impact

Simple Majority Vote

C 3 Support Services-Personnel

Adopt a salary resolution, effective February 17, 2019, which amends the Shasta County Classification Specifications and the Position Allocation list as follows: (1) Amends the Community Organizer classification specification; and (2) adds 1.0 Full Time Equivalent (FTE) Community Organizer and 2.0 FTE Housing and Community Program Specialists I/II in the Community Action Agency budget.

No Additional General Fund Impact

Simple Majority Vote

HEALTH AND HUMAN SERVICES

C 4 Health and Human Services Agency-Children's Services

Approve and authorize the: (1) Chairman to sign an Inter-Member Transfer Program agreement with the California Mental Health Services Authority (CalMHSA) to transfer County funds in advance to CalMHSA in the initial amount of \$26,250 for the first quarter, with continuous quarterly advance funding transfers thereafter, in amounts determined after the first quarter assessment of actual services, not to exceed \$315,000 during the entire term of the agreement, for youth specialty mental health services provided by other counties for the period date of signing through June 30, 2021; and (2) Health and Human Services Agency (HHS) Director, or any HHS Branch Director designated by the HHS Director, to sign amendments, including retroactive, to the agreement that do not change the original intent of the agreement or increase the maximum amount payable and otherwise comply with Administrative Policy 6-101, *Shasta County Contracts Manual*.

No Additional General Fund Impact

Simple Majority Vote

C 5 Health and Human Services Agency-Children's Services

Health and Human Services Agency-Adult Services

Approve and authorize the Chairman to sign a retroactive agreement with Restpadd Health Corp. in an amount not to exceed \$7,310,000 to provide psychiatric inpatient services for adolescent and adult patients for the period June 1, 2017 through June 30, 2018, with four automatic one-year renewals.

No Additional General Fund Impact

Simple Majority Vote

C 6 Health and Human Services Agency-Regional Services

Approve and authorize the Chairman to sign a renewal agreement with Kaleidoscope Coffee Company, Inc., in an amount not to exceed \$200,000 to provide subsidy reimbursement, as the employer of record for the employment of eligible CalWORKs recipients, for the period April 1, 2019 through March 31, 2021.

No Additional General Fund Impact

Simple Majority Vote

PUBLIC WORKS

C 7 Public Works

Take the following actions regarding Big Bend Road (7M01) and Cove Road (7L002): (1) Approve and authorize the Public Works Director to sign an Easement Agreement for road right-of-way along Big Bend Road (7M01) and Cove Road (7L002); and (2) accept the Easement conveying right of way for road purposes.

No General Fund Impact

Simple Majority Vote

C 8 Public Works

Approve and authorize the Chairman to sign a retroactive amendment to the agreement with Morrison Structures, Inc. to provide engineering services for the Cassel-Fall River Road at Pit River Bridge Replacement Project, to update the rates of compensation (retaining maximum compensation of \$420,081.34) and extend the term from January 12, 2016 through December 31, 2021.

No General Fund Impact

Simple Majority Vote

C 9 Public Works

Approve and authorize the Public Works Director to sign a Notice of Completion for the "Guardrail Repair (Off-System Roadways)," Contract No. 704010 OFF-SYS, and record it within 15 days of actual completion.

No General Fund Impact

Simple Majority Vote

C 10 Public Works

Approve and authorize the Chairman to sign an agreement with David A. Lawrence, Inc. dba Lawrence & Associates in an amount not to exceed \$200,000 to provide on-call consulting services related to the County's waste disposal facilities for a one-year period effective date of signing, with two automatic one-year extensions.

No General Fund Impact

Simple Majority Vote

C 11 Public Works

Take the following actions: (1) Award the purchase of four pickup trucks to Crown Motors of Redding, California for a total price of \$238,103.78 (including tax and delivery); (2) approve and authorize the purchase of the pickup trucks; and (3) waive the requirement for competitive procurement.

No General Fund Impact

Simple Majority Vote

C 12 Public Works

Approve and authorize the Chairman to sign a contract with Pacific Gas and Electric (PG&E) in an advance payment amount of \$31,126.97 to provide power

to the Redding Regional Septage Ponds in Anderson, CA.

No General Fund Impact

Simple Majority Vote

C 13 Public Works

County Service Area No. 2-Sugarloaf Water

On behalf of County Service Area (CSA) No. 2-Sugarloaf Water, approve a budget amendment increasing revenue by \$50,000 from the Water Agency Administration budget in the CSA No. 2 Sugarloaf Water Administration budget to maintain services and make improvements.

No General Fund Impact

4/5 Vote

C 14 Public Works

County Service Area No. 25-Keswick Water

Take the following actions regarding insurance recovery proceeds on behalf of County Service Area (CSA) No. 25-Keswick Water: (1) Accept receipt of insurance recovery proceeds of \$177,295 pursuant to Government Code section 25214.2 for the Keswick Community Center; (2) deposit unanticipated revenue of \$177,295 into the CSA No. 25 Keswick Water Admin fund; and (3) approve a budget amendment increasing revenue by \$177,295 in the CSA No. 25-Keswick Water Admin budget.

No General Fund Impact

4/5 Vote

C 15 Public Works

County Service Area No. 25-Keswick Water

Take the following actions on behalf of County Service Area (CSA) No. 25-Keswick Water: (1) Approve and authorize the Chairman to sign a Quitclaim Deed transferring ownership from the Keswick Community Services District (CSD) to the County of Shasta, as successor of the Keswick CSD, for assessor parcel numbers 065-140-028, 065-140-033, and 065-140-034 (Real Property), under the authority stated in California Government Code section 57453; and (2) accept the Quitclaim Deed conveying the Real Property.

No General Fund Impact

Simple Majority Vote

RESOURCE MANAGEMENT

C 16 Resource Management

Approve a budget amendment increasing appropriations by \$4,332 in the Impact Mitigation Fee Administration Fund, Miscellaneous Expense Prior Period Revenue Adjustment account to be offset by the use of restricted fund balance to refund applicant impact mitigation fees.

No General Fund Impact

4/5 Vote

OTHER DEPARTMENTS

C 17 Agricultural Commissioner/Sealer of Weights and Measures

Public Works

Take the following actions to address additional unanticipated Unclaimed Gas Tax revenue: (1) Approve a budget amendment which: (a) increases appropriations and revenue by \$212,459 in the Agricultural Commissioner/Sealer of Weights & Measures budget; and (b) increases revenue by \$74,000 in the Fleet Management Replacement budget for the purchase of one new vehicle and one replacement vehicle; and (2) adopt a salary resolution, effective February 17, 2019, which adds 1.0 Full-Time Equivalent (FTE) Agricultural and Standards Investigator I/II/III and 1.0 FTE Agricultural and Standards Program Assistant I/II in the Agricultural Commissioner/Sealer of Weights & Measures budget.

No Additional General Fund Impact 4/5 Vote

C 18 County Service Area No. 1-County Fire

Take the following actions regarding insurance recovery proceeds: (1) Accept receipt of insurance recovery proceeds of \$372,085 pursuant to Government Code section 25214.2 for the Keswick Fire Station; (2) deposit unanticipated revenue of \$372,085 into the County Service Area (CSA) No. 1 Fire Protection Admin fund; and (3) approve a budget amendment increasing revenue by \$372,085 in the CSA No. 1 Fire Protection Admin budget.

No Additional General Fund Impact 4/5 Vote

REGULAR CALENDAR, CONTINUED

GENERAL GOVERNMENT

R 3 Administrative Office

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

No General Fund Impact No 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 4 Planning Division

Take the following actions regarding Zone Amendment 18-001, Axner (Palo Cedro), which would rezone a 1.57-acre parcel, located on the south side of Old Forty-Four Drive at the intersection of Hollywood Drive from the Community Commercial (C-2) zone district to the Planned Development (PD) zone district: (1) Conduct a public hearing; (2) close the public hearing; (3) find the project not

subject to and exempt from the California Environmental Quality Act (CEQA) in accordance with the provisions of Government Code sections 15060(c)(2) and 15061(b)(3); and (4) introduce, waive the reading of, and enact an Ordinance Amending Number 378, the Zoning Ordinance of the County of Shasta, a Portion of the Zoning Plan (Zone Amendment 18-001-Axner).

No Additional General Fund Impact

Simple Majority Vote

CLOSED SESSION ANNOUNCEMENT

R 5 The Board of Supervisors will recess to a Closed Session to discuss the following item (Est. 15 minutes):

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

Name of Case: *Terry Ide 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:
02/12/2019	9:00 a.m.	No Board of Supervisors Meeting Scheduled	Board Chambers
02/14/2019	2:00 p.m.	Planning Commission Meeting	Board Chambers
02/19/2019		No Board of Supervisors Meeting Scheduled	
02/26/2019	9:00 a.m.	Board of Supervisors Meeting	Board Chambers
03/05/2019	8:30 a.m.	Air Pollution Control Board Meeting	Board Chambers
03/05/2019	9:00 a.m.	Board of Supervisors Meeting	Board Chambers

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

The County of Shasta does not discriminate on the basis of disability in admission to, access to, or operation of its buildings, facilities, programs, services, or activities. The County does not discriminate on the basis of disability in its hiring or employment practices. Questions, complaints, or requests for

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

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

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

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

REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS

BOARD MEETING DATE: February 5, 2019

CATEGORY: BOARD MATTERS-1.

SUBJECT:

Parent Leadership Month

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 February 2019 as Parent Leadership Month in Shasta County (Supervisor Rickert).

SUMMARY

N/A

DISCUSSION

N/A

ALTERNATIVES

N/A

OTHER AGENCY INVOLVEMENT

N/A

FINANCING

N/A

ATTACHMENTS:

Description
Proclamation

Upload Date	Description
1/15/2019	Proclamation

Shasta County Board of Supervisors Proclamation

National Parent Leadership Month February 2019

WHEREAS, Parent Leadership is an essential and effective means of strengthening families and preventing child abuse and neglect; and

WHEREAS, meaningful Parenting Leadership occurs when parents gain the knowledge and skills necessary to function in meaningful leadership roles and present a “parent voice” to help shape the direction of their families, programs, and communities; and

WHEREAS, Shasta County Child Abuse Prevention Coordinating Council recognizes the vital importance of partnering with parents and assisting public systems and private organizations, policymakers, and other key stakeholders to effectively implement Parent Leadership strategies; and

WHEREAS, scientific studies confirm a direct link between child abuse and a significantly greater risk later in life for substance abuse, criminal behavior, suicide, eating disorders, smoking, and premature death from chronic disease, cancer and other serious illnesses; and

WHEREAS, the power of parents speaking publicly about their experiences has made, and will continue to make, an impact on the lives of families everywhere; and

WHEREAS, the Parent Leadership Advisory Group has a passionate group of parent leaders who volunteer on many capacities throughout the county in hopes of saturating our community with protective factors and reducing risk associated with adverse childhood experiences; and

WHEREAS, National Parent Leadership Month recognizes, honors, and celebrates parent for the vital leadership roles in their homes and communities and in local, state, national, and international arenas;

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of the County of Shasta hereby proclaims February 2019 as **National Parent Leadership Month** in Shasta County and calls upon all organizations, community members and businesses to increase their participation in strength based efforts to prevent child abuse.

Leonard Moty, Chairman

February 5, 2019

Date

REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS

BOARD MEETING DATE: February 5, 2019

CATEGORY: BOARD MATTERS-2.

SUBJECT:

Shasta County Employee Recognition Program Employee of the Month for February 2019.

DEPARTMENT: Board Matters

Supervisory District No. : All

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

STAFF REPORT APPROVED BY: Angela Davis, Director

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, Accountant Auditor III, Kristen Racki as Shasta County's Employee of the Month for February 2019.

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 February 2019.

DISCUSSION

Shasta County is fortunate to have many exemplary employees. On a daily basis, their dedication, integrity, creativity, and professionalism are classed 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 Kristen Racki, Accountant Auditor III, Health and Human Services Agency (HHSA), be recognized as the February 2019 Employee of the Month.

Ms. Racki developed an Audit and Monitoring Plan for HHSA. While working on the development of this plan, Ms. Racki spent hours researching and reading Federal regulations to ensure that all applicable laws were included. Ms. Ricki has created a weighted risk assessment tool for staff to use to assist in determining the risk level of a contracted organization. The tool is

very simple for staff to use and indicates the level of monitoring activities required for each contracted organization. Her stellar analytical skills in interpreting Federal and State regulations has become instrumental in developing the department's audit plan and improving internal policies and procedures.

Ms. Ricki has drafted recommended contract language, monitoring Roles & Responsibilities and Subaward Monitoring (anyone receiving Federal funds through HHSA) activities for the agency audit plan.

Ms. Ricki is an excellent role model for all staff, has a strong work ethic, and is kind and professional. She is truly an asset for HHSA and Shasta County.

ALTERNATIVES

No other alternatives are recommended.

OTHER AGENCY INVOLVEMENT

The Employee Recognition Program was developed and operates with significant input from, and involvement by, County departments and employee bargaining units. The Employee of the Month nomination is submitted by the Employee Recognition Committee made up of Angela Davis, Director of Support Services; Captain Pat Kropholler; Ayla Tucker, Administrative Analyst I; Jack Ball, Maintenance Supervisor; Michael Conti, Health and Human Services Program Manager; and Mark Dudley, Correctional Officer-Deputy Sheriff.

FINANCING

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

ATTACHMENTS:

Description	Upload Date	Description
Resolution - EOM February 2019	1/18/2019	Resolution - EOM February 2019

RESOLUTION NO. _____

**A RESOLUTION OF THE BOARD OF SUPERVISORS
OF THE COUNTY OF SHASTA
RECOGNIZING KRISTEN RACKI, ACCOUNTANT AUDITOR III
OF THE SHASTA COUNTY HEALTH AND HUMAN SERVICE AGENCY,
AS FEBRUARY 2019 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 Kristen Racki, Accountant Auditor III of the Shasta County Health and Human Service Agency, is hereby named Shasta County Employee of the Month for February 2019; and

BE IT FURTHER RESOLVED that Ms. Racki developed an Audit and Monitoring Plan for HHSA. While working on the development of this plan, Ms. Racki spent hours researching and reading Federal regulations to ensure that all applicable laws were included. Ms. Ricki has created a weighted risk assessment tool for staff to use to assist in determining the risk level of a contracted organization. The tool is very simple for staff to use and indicates the level of monitoring activities required for each contracted organization. Her stellar analytical skills in interpreting Federal and State regulations has become instrumental in developing the department's audit plan and improving internal policies and procedures.

Ms. Ricki has drafted recommended contract language, monitoring Roles & Responsibilities and Subaward Monitoring (anyone receiving Federal funds through HHSA) activities for the agency audit plan.

Ms. Ricki is an excellent role model for all staff, has a strong work ethic, and is kind and professional. She is truly an asset for HHSA and Shasta County.

DULY PASSED AND ADOPTED this 5th day of February, 2019 by the Board of Supervisors of the County of Shasta by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

RECUSE:

LEONARD MOTY, 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: February 5, 2019

CATEGORY: Consent - General Government-1.

SUBJECT:

Claims List

DEPARTMENT: Auditor-Controller

Supervisory District No. : ALL

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

STAFF REPORT APPROVED BY: Brian Muir, Auditor-Controller

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

RECOMMENDATION

Approve and authorize the Chairman to sign the County claims list in the amount of \$4,106.60, as submitted.

SUMMARY

DISCUSSION

ALTERNATIVES

OTHER AGENCY INVOLVEMENT

FINANCING

ATTACHMENTS:

Description	Upload Date	Description
Board Claims List	1/30/2019	Board Claims List

COUNTY OF SHASTA
OFFICE OF AUDITOR-CONTROLLER
REPORT OF CLAIMS REQUIRING BOARD ACTION IN ORDER TO
AUTHORIZE PAYMENT BY AUDITOR-CONTROLLER
02/05/2019

FUND/DEPT/ACCT	DEPARTMENT	PAYEE	DESCRIPTION	Amount	REASON	DEPARTMENT'S EXPLANATION
28700/034834	SHERIFF	REGIONAL PATHOLOGY AND AUTOPSY SERVICES INC	12/03/18 AUTOPSY SERVICES	\$ 3,900.00	Per Shasta County Contracts Manual 6-101 Section 1.3.3, and Gov Code section 29741, the Auditor-Controller may only pay claims for services that have been authorized by contract. There is no contract with vendor.	SEE ATTACHED MEMO FROM DEPARTMENT
41121/034826	HHSA	QUEST DIAGNOSTICS	2/8/17 LAB TEST	\$ 41.32	Per Admin Policy 2-201 and Gov Code sections 910 and 911.2 invoices older than one year require Board approval.	SEE ATTACHED MEMO FROM DEPARTMENT
41121/034826	HHSA	QUEST DIAGNOSTICS	2/22/17 AND 3/1/17 LAB TEST	\$ 82.64	Per Admin Policy 2-201 and Gov Code sections 910 and 911.2 invoices older than one year require Board approval.	SEE ATTACHED MEMO FROM DEPARTMENT
41121/034826	HHSA	QUEST DIAGNOSTICS	3/15/17 AND 3/22/17 LAB TEST	\$ 82.64	Per Admin Policy 2-201 and Gov Code sections 910 and 911.2 invoices older than one year require Board approval.	SEE ATTACHED MEMO FROM DEPARTMENT
	TOTAL			\$ 4,106.60		

Auditor's Certification:

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

Date: 1/28/19 Signature: *Lynette Buell* *NS*

Approval of Claims:

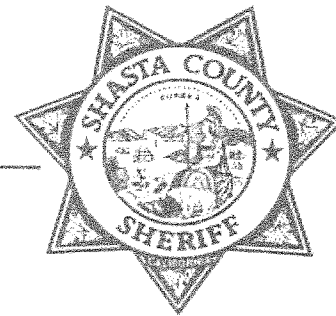
These claims were allowed and the Claims List was approved as correct, by vote of the Board of Supervisors on this date.

Date: _____
Chairman
Board of Supervisors
County of Shasta
State of California



SHASTA COUNTY

Office of the Sheriff



Inter-Office Memorandum

Tom Bosenko
SHERIFF - CORONER

To: Brian Muir, Auditor Controller

From: Tom Bosenko, Sheriff *TB/ol*

Date: January 24, 2019

RE: Board Claim for Regional Pathology and Autopsy Services, Inc. OH716116

Shasta County Sheriff utilized the services of Regional Pathology and Autopsy Services, Inc. on December 3, 2018, invoiced for a total of \$3900.00. At the time this issue came up the Coroner's office was at maximum capacity and had a few autopsies that required high priority that take a longer time to perform. This would put the time frame out 2 weeks to clear the back log. We called Doctor Purtzer whom we have a contract with but he was out of state. We were in contact with Regional Pathology to obtain a contract and in this instance they agreed help us with the autopsy.

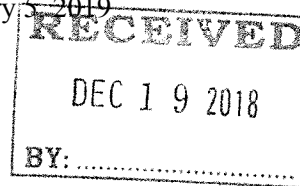
We ask for Board of Supervisors to consider and approve this invoice for payment.

Thank you for your assistance.

SHASTA COUNTY AUDITOR
REC'D 2018 JAN 25 PM 2:43



Regional Pathology & Autopsy Services
 14796 Wicks Boulevard
 San Leandro, CA 94577
 877.330.7727
 billing@regional-pathology.com
 https://www.regional-pathology.com



Invoice RPAS18-01-SHA

BILL TO
 Ashleigh Roller
 Shasta County

DATE
 12/18/2018

PLEASE PAY
 \$3,900.00

DUE DATE
 01/17/2019

DATE	SERVICE	DESCRIPTION	QTY	RATE	AMOUNT
12/03/2018	301	Standard (tech assisted) Case#: C18-0794, Decedent's Name:	1	1,850.00	1,850.00
12/03/2018	301	Standard (tech assisted) Case#: C18-0795, Decedent's Name:	1	1,850.00	1,850.00
12/03/2018	106	Autopsy Technician Service	1	200.00	200.00

Thank you for your business, it's a pleasure to serve you.

Want to save 3%-5% on this invoice? Give us a call to pay by credit card within 7 days of receiving this invoice.

TOTAL DUE

\$3,900.00

THANK YOU.

BATCH# OH 716.116

INV# RPAS18-01-SHA

PEID# VEND015278

28700/034834/SH2870/SH1111

Govt. Code 29604

R 108

Please be mindful that an interest rate of 1.5% will be assessed on any accruing balance past the Due Date. To avoid this fee make sure to provide prompt payment before or by the due date.



Health and Human Services Agency

Donnell Ewert, MPH, Director

Business and Support Services Branch

Tracy Tedder, Branch Director

1810 Market Street

Redding, CA 96001-1930

P.O. Box 496005

Redding, CA 96049-6005

Phone: (530) 229-8419

Fax: (530) 225-5555

CA Relay Service: (800) 735-2922

Inter-Office Memorandum

To: Brian Muir, Auditor-Controller
From: Tracy Tedder, HHSA Branch Director
Date: January 16, 2019
Re: Board Claim for Quest Diagnostics

A handwritten signature in black ink, appearing to read "Tracy Tedder", is written over the "From:" line of the memorandum.

Quest Diagnostics provided laboratory (phlebotomy) services for Shasta County. The invoices were not originally received or paid by HHSA's fiscal unit. The services have been confirmed and Quest Diagnostics is requesting payment. The vendor has been contacted and been given the appropriate address to ensure timely processing of invoices. The invoices listed below are now over one year old and must be approved by the Board of Supervisors for payment, per Admin Policy 2-101 Government Code 910 and 911.2.

9169625856 - 2/23/17 - \$41.32

9170043522 - 3/28/17 - \$82.64

9170365983 - 4/25/17 - \$82.64

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

www.shastahhsa.net

Vend 004945-07

**Quest
Diagnostics**PO BOX 50368
LOS ANGELES, CA 90074-0368**Invoice/Statement**----- manifest line -----
44103185 WHC 9169625856
SHASTA CO MENTAL HLTH
2640 BRESLAUER WAY
REDDING, CA 96001-4246

Date: 02/23/2017 ✓ Total Due: \$41.32

Client Number 44103185 Lab Code WHC

Client Name: SHASTA CO MENTAL HLTH
Terms: 15 Days
Protocol Number: N/A
PO Number: N/A**Important Information**

- You may pay online at the website listed below or by telephone.
- Your payment stub is attached below. Please include your client number, invoice numbers and amounts paid on your check stub. Invoice discrepancies must be identified in writing by fax or through einvoice using the fax number or web link below. Payment is due for the undisputed balance.
- We report payment history to credit agencies. Unless a valid dispute is identified, open invoices beyond our terms are reported as past due.
- This bill is final unless discrepancies are reported within 30 days.
- This invoice reflects the total net fee for laboratory services rendered. If you are required to report items or services to Medicare or Medicaid, you must report the total net fee either on the applicable cost report or other reporting documentation required by the Medicare or Medicaid programs.
- The CPT codes provided are based on AMA guidelines and are for informational purposes only. CPT coding is the sole responsibility of the billing party. Please direct any questions regarding coding to the payer being billed.

**For Billing Inquiries:**

Weekdays 9AM - 4PM PST

Phone: 1-800-287-4309 Fax: 818-737-5419

Or visit our website at www.QuestDiagnostics.com/einvoiceENTERED
JAN 22 2019
BY: [Signature]
0H719296

41121-034826

2/8/17 Lab Test

\$41.32

Lab Tax ID:

#71-0897031

Res. 2008-074

▲ Please fold and tear along perforation and remit with payment in the envelope provided. ▲

**Quest
Diagnostics**LOG ON NOW. Pay your statement online securely at
www.QuestDiagnostics.com/einvoice
or call 1-800-287-4309.Please make checks payable to QUEST DIAGNOSTICS.
Be sure to include invoice number on your check.☐ Check here if address has changed. Please provide your new address information on the back.

QUEST DIAGNOSTICS reserves the right to assign this receivable to any of its affiliates.

9169625856044103185400000041323DB

Lab Code: WHC

Current Invoice Balance: \$41.32 ✓

Past Due Balance: \$0.00

Total Balance Due: \$41.32

Statement Date: 02/23/2017

Invoice Number: 9169625856 ✓

Client Number: 44103185 ✓

Amount Enclosed:

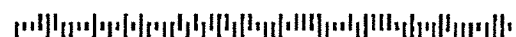
\$

MAIL PAYMENTS TO:

QUEST DIAGNOSTICS

PO BOX 912411

Pasadena, CA 91110-2411





Quest
Diagnostics

PO BOX 50368
LOS ANGELES, CA 90074-0368

Lab Tax ID: #71-0897031

Laboratory Invoice

Page 2 of 2

Invoice Date:	Invoice Amount Due:	
02/23/2017	\$41.32	
Invoice Number	Client Number	Lab Code
9169625856	44103185	WHC
Client Name:	SHASTA CO MENTAL HLTH	
Terms:	15 Days	

Date of Collection	Specimen Number	Patient Name	Patient I.D.	Laboratory Services	CPT #	Service Code	Amount
02/08/17	0001766		01012017VR	PHLEBOTOMY FEE	36415	0029756	\$41.32
	CHART ID						

R.V.

Invoice Amount
\$41.32

058507 3/4



**Quest
Diagnostics**PO BOX 50368
LOS ANGELES, CA 90074-0368

----- manifest line -----

44103185 WHC 9170043522
SHASTA CO MENTAL HLTH
2640 BRESLAUER WAY
REDDING, CA 96001-4246**Invoice/Statement**

Date: 03/28/2017 ✓	Total Due: \$123.96
Client Number: 44103185	Lab Code: WHC
Client Name: SHASTA CO MENTAL HLTH	
Terms: 15 Days	
Protocol Number: N/A	
PO Number: N/A	

Important Information

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**For Billing Inquiries:**

Weekdays 9AM - 4PM PST
 Phone: 1-800-287-4309 Fax: 818-737-5419
 Or visit our website at www.QuestDiagnostics.com/eInvoice

ENTERED
 JAN 22 2019
 BY: *jj*

04719318

Lab Tax ID: #71-0897031

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**Quest
Diagnostics**

LOG ON NOW. Pay your statement online securely at
www.QuestDiagnostics.com/eInvoice
 or call 1-800-287-4309.

Please make checks payable to QUEST DIAGNOSTICS.
 Be sure to include invoice number on your check.

☐ Check here if address has changed. Please provide your new address information on the back.

QUEST DIAGNOSTICS reserves the right to assign this receivable to any of its affiliates.

Current Invoice Balance: \$82.64 ✓
 Past Due Balance: \$41.32

Total Balance Due: \$123.96

Statement Date: 03/28/2017 Invoice Number: 9170043522 ✓

Client Number: 44103185 ✓

Amount Enclosed: \$**MAIL PAYMENTS TO:**

QUEST DIAGNOSTICS
 PO BOX 912411
 Pasadena CA 91106-2411



9170043522044103185400000082644DB



Quest
Diagnostics

PO BOX 50368
LOS ANGELES, CA 90074-0368

Lab Tax ID: #71-0897031

Laboratory Invoice

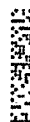
Page 2 of 2

Invoice Date:	Invoice Amount Due:	
03/28/2017	\$82.64	
Invoice Number	Client Number	Lab Code
9170043522	44103185	WHC
Client Name:	SHASTA CO MENTAL HLTH	
Terms:	15 Days	

Date of Collection	Specimen Number	Patient Name	Patient I.D.	Laboratory Services	CPT #	Service Code	Amount
02/22/17	0001815	R.V.	01012017VR	PHLEBOTOMY FEE	36415	0029756	\$41.32
	CHART ID						
03/01/17	0001824	R.V.	01012017VR	PHLEBOTOMY FEE	36415	0029756	\$41.32
	CHART ID						

Invoice Amount
\$82.64

05955 3/4



Vend 004945-07

**Quest
Diagnostics**PO BOX 50368
LOS ANGELES, CA 90074-0368**Invoice/Statement**

----- manifest line -----

44103185 WHC 9170365983
SHASTA CO MENTAL HLTH
2640 BRESLAUER WAY
REDDING, CA 96001-4246**Date:** 04/25/2017 ✓ **Total Due:** \$206.60**Client Number** 44103185 **Lab Code** WHC**Client Name:** SHASTA CO MENTAL HLTH
Terms: 15 Days
Protocol Number: N/A
PO Number: N/A**Important Information**

- You may pay online at the website listed below or by telephone.
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**For Billing Inquiries:**Weekdays 9AM - 4PM PST
Phone: 1-800-287-4309 Fax: 818-737-5419
Or visit our website at www.QuestDiagnostics.com/einvoice**ENTERED**
JAN 22 2019
BY: *gj*
01719321**Lab Tax ID:** #71-0897031

▲ Please fold and tear along perforation and remit with payment in the envelope provided. ▲

Res. 2008-074

4/121-034826
3/15 & 3/22/17 Lab Test
\$82.64

Lab Code: WHC

Current Invoice Balance: \$82.64 ✓
Past Due Balance: \$123.96**Total Balance Due:** \$206.60**Statement Date:** 04/25/2017 **Invoice Number:** 9170365983 ✓**Client Number:** 44103185 ✓**Amount Enclosed:** \$**Quest
Diagnostics**LOG ON NOW. Pay your statement online securely at
www.QuestDiagnostics.com/einvoice
or call 1-800-287-4309.Please make checks payable to QUEST DIAGNOSTICS.
Be sure to include invoice number on your check.☐ Check here if address has changed. Please provide your new address information on the back.

QUEST DIAGNOSTICS reserves the right to assign this receivable to any of its affiliates.

MAIL PAYMENTS TO:QUEST DIAGNOSTICS
PO BOX 912411
Pasadena CA 91116-2411

917036598304410318540000082644DB



Quest
Diagnostics

PO BOX 50368
LOS ANGELES, CA 90074-0368

Lab Tax ID:

#71-0897031

Laboratory Invoice

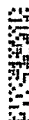
Page 2 of 2

Invoice Date:	Invoice Amount Due:	
04/25/2017	\$82.64	
Invoice Number	Client Number	Lab Code
9170365983	44103185	WHC
Client Name:	SHASTA CO MENTAL HLTH	
Terms:	15 Days	

Date of Collection	Specimen Number	Patient Name	Patient I.D.	Laboratory Services	CPT #	Service Code	Amount
03/15/17	0001863 CHART ID	R.V.	01012017VR	PHLEBOTOMY FEE	36415	0029756	\$41.32
03/22/17	0001865 CHART ID	R.V.	01012017VR	PHLEBOTOMY FEE	36415	0029756	\$41.32

Invoice Amount
\$82.64

059123 3/4



REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS

BOARD MEETING DATE: February 5, 2019

CATEGORY: Consent - General Government-2.

SUBJECT:

Draft 1/29/19 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 January 29, 2019, 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
1-29-19 Draft Minutes	1/29/2019	1-29-19 Draft Minutes

January 29, 2019

1

SHASTA COUNTY BOARD OF SUPERVISORS

Tuesday, January 29, 2019

REGULAR MEETING

9:02 a.m.: 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 Chimenti
District No. 2 - Supervisor Moty
District No. 3 - Supervisor Rickert
District No. 4 - Supervisor Morgan
District No. 5 - Supervisor Baugh

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

INVOCATION

Invocation was given by Pastor Paul Schmidt, Liberty Hill Christian Church.

PLEDGE OF ALLEGIANCE

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

REGULAR CALENDAR

BOARD MATTERS

**PROCLAMATION: CORONER AND MEDICOLEGAL DEATH INVESTIGATOR
APPRECIATION WEEK**

JANUARY 27 – FEBRUARY 2, 2019
SHERIFF-CORONER

At the recommendation of Supervisor Morgan, and by motion made, seconded (Morgan/Rickert), and unanimously carried, the Board of Supervisors adopted a proclamation which designates the week of January 27 through February 2, 2019, as Coroner and Medicolegal Death Investigator Appreciation Week. Sheriff-Coroner Tom Bosenko was present to accept the proclamation.

PUBLIC COMMENT PERIOD - OPEN TIME

Kim Moore thanked County staff for assisting with an issue at The Woodlands, a County housing complex.

Alex Bielecki described issues with the homeless, crime, and law enforcement within Shasta County.

Kurt Schumeier spoke against the annexation of County Service Area No. 25 - Keswick into the Shasta Community Services District.

Monique Welin spoke regarding mental health concerns in Shasta County.

Dennis Fox spoke regarding the possibility of adding a primitive firearms hunting season.

Donnell Ewert spoke against racism and a racist term used by an earlier speaker.

CONSENT CALENDAR

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

Approved and authorized the Chairman to sign an amendment effective date of signing, to the agreement with CliftonLarsonAllen, LLP, to update the Consultant and notices section for annual Shasta County audit services, retaining the maximum compensation of \$88,135 for Fiscal Years 2018-19 and 2019-20 and term of July 1, 2015, through June 30, 2021. (Auditor-Controller)

Approved the minutes of the meeting held on January 15, 2019, as submitted. (Clerk of the Board)

January 29, 2019

3

Appointed Francie Sullivan to the Shasta Public Libraries Citizens Advisory Committee for a term to expire November 30, 2022. (Clerk of the Board)

Took the following actions: Approved the Driving-Under-the-Influence (DUI) Program Needs Assessment prepared by the Health and Human Services Agency (HHSA) which concludes there is no current need for an additional DUI Program in Shasta County effective January 1, 2019; directed the HHSA to conduct a review of the DUI Program every five years to monitor trends in population, DUI arrest and conviction rates, and program enrollment data to determine when criteria might be met for a new DUI Program; and directed the HHSA to notify potential DUI Program providers when the criteria are met for a new DUI Program in Shasta County. (Health and Human Services Agency-Adult Services)

Adopted Salary Resolution No. 1543, effective February 3, 2019, which amends the Shasta County Position Allocation List to delete 1.0 Full-Time Equivalent (FTE) Agency Staff Services Analyst I/II and add 1.0 FTE Staff Services Analyst I/II in the Health Services – Mental Health Services Act (MHSA) budget. (Health and Human Services Agency-Business and Support Services)

(See Salary Resolution Book)

Adopted Resolution No. 2019-012 which: Supports participation in the U.S. Census 2020 by appointing the Department of Housing and Community Action Programs as the lead agency; and authorizes the County Executive Officer, or his/her designee, to sign the Opt-in Letter and the California Complete Count 2020 Office Outreach Agreement to accept state funds in an amount not to exceed \$100,000 to conduct outreach activities to promote participation in the U.S. Census 2020 for Shasta County, as long as the agreement otherwise complies with Administrative Policy 6-101, *Shasta County Contracts Manual*. (Housing and Community Action Programs)

(See Resolution Book No. 62)

Approved and authorized the Chairman to sign a retroactive agreement with Plumas Crisis Intervention Resource Center in an amount not to exceed \$56,661 to provide short-term housing assistance in Plumas County for the period July 1, 2018, through June 30, 2019. (Housing and Community Action Programs)

REGULAR CALENDAR, CONTINUED

GENERAL GOVERNMENT

ADMINISTRATIVE OFFICE/BOARD OF SUPERVISORS

LEGISLATIVE UPDATE/SUPERVISORS' REPORTS

4

January 29, 2019

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

Supervisor Baugh recently attended a meeting of the Rural County Representatives of California.

Supervisor Morgan recently attended a meeting of the Planning and Service Area 2 Area Agency on Aging – Executive Board.

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

Supervisor Chimenti recently attended a Redding Area Bus Authority meeting.

Supervisor Chimenti proposed a future presentation from the Construction Subcommittee of the NorCal Community Recovery Team regarding their goal of rebuilding homes for Carr Fire victims at no cost. By consensus, the Board directed staff to place this item on a future agenda.

Supervisor Moty recently attended a meeting of the California State Association of Counties Executive Committee.

Supervisors reported on issues of countywide interest.

9:43 a.m.: The Board of Supervisors adjourned.

Chairman

ATTEST:

LAWRENCE G. LEES
Clerk of the Board of Supervisors

By _____
Deputy

REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS

BOARD MEETING DATE: February 5, 2019

CATEGORY: Consent - General Government-3.

SUBJECT:

Salary resolution which amends the Shasta County Classification Specifications and the Shasta County Position Allocation list.

DEPARTMENT: Support Services-Personnel

Supervisory District No. : All

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

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

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

RECOMMENDATION

Adopt a salary resolution, effective February 17, 2019, which amends the Shasta County Classification Specifications and the Position Allocation list as follows: (1) Amends the Community Organizer classification specification; and (2) adds 1.0 Full Time Equivalent (FTE) Community Organizer and 2.0 FTE Housing and Community Program Specialists I/II in the Community Action Agency budget.

SUMMARY

N/A

DISCUSSION

The proposed recommendation to amend the Shasta County Classification Specifications for the Community Organizer position will allow for wider utilization of the classification.

The additional proposed recommendations to amend the Position Allocation list are based on increased business needs. The Community Action Agency will be the lead agency facilitating the upcoming 2020 Census for Shasta County. The department's expanded activities related to the census will require the services of a Community Organizer for strategic planning, organization, and implementation of the census as well as the completion of quarterly reports and annual reports, among other duties, as well as assist in leading meetings and workshops around homelessness in Shasta County. Due to the added work effort to facilitate the census and Homeless Continuum of Care CA-516, additional staff are needed.

ALTERNATIVES

The Board may choose not to approve the recommendations in whole or in part; however, this is not recommended as the proposed amendments are necessary for efficient business operations.

OTHER AGENCY INVOLVEMENT

This recommendation has been reviewed and has the concurrence of the Director of Housing/Community Action Programs, the Deputy Branch Director of the Health and Human Services Agency, and the Director of Support Services. This recommendation has been reviewed by the County Administrative Office.

FINANCING

The costs of the new positions will be funded by the Homeless Emergency Aid Program, California Emergency Solutions and Housing Program grant, and HUD Homeless Continuum of Care grants. A budget request to amend the FY 2018/19 Adopted Budget is included in a separate Board Report. There is no additional General Fund impact with approval of this recommendation.

Attachment:

Salary Resolution

Community Organizer Class Spec – Red Line

Community Organizer Class Spec – Final

cc:

Julie Hope, Principal Administrative Analyst

Laura Burch, Director of Housing/Community Action Programs

Donnell Ewert, HHSA Director

Tracy Tedder, HHSA Branch Director

Brandy Isola, HHSA Deputy Branch Director

Kari Hallstrom, Personnel Analyst II

Pam English, Senior Agency Staff Services Analyst

Linda Mekelburg, Agency Staff Services Analyst II – Conf

Melissa Mansfield, Agency Staff Services Analyst I– Conf

ATTACHMENTS:

Description	Upload Date	Description
Salary Resolution	1/25/2019	Salary Resolution
CS346A Redline Version	1/17/2019	CS346A Redline Version
CS346A Finalized Version	1/17/2019	CS346A Finalized Version

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

BE IT RESOLVED that effective February 17, 2019, 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. Uncl</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>
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COMMUNITY ACTION AGENCY – Cost Center 590ADD

	Community Organizer	C	1	1.0		UPEC	406	2925	3733
	Housing & Com Prog Spec I or	C				UPEC	433	3336	4258
	Housing & Com Prog Spec II	C	2	2.0		UPEC	443	3503	4471

DULY PASSED AND ADOPTED this 5th day of February, 2019 by the Board of Supervisors of the County of Shasta by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:
RECUSE:

LEONARD MOTY, CHAIRMAN
Board of Supervisors
County of Shasta
State of California

ATTEST:

LAWRENCE G. LEES
Clerk of the Board of Supervisors

By _____
Deputy

COMMUNITY ORGANIZER

DEFINITION

Under ~~supervision of the Community Development Coordinator~~direction, perform a variety of duties related to ~~health-community~~ improvement, including leading in the identification of community assets and barriers related to health ~~and poverty~~; ~~advocating building the skills of residents to advocate~~ for change in conditions that adversely influence community ~~health~~iesh; and moving ~~community~~ groups towards ~~community health~~ improvement action. Targeted communities may include cities, towns, neighborhoods, places of employment, clubs or organizations, schools, faith communities, or ethnic communities.

DISTINGUISHING CHARACTERISTICS

The primary role of the Community Organizer is to organize or facilitate ~~individuals and~~ groups to take action to improve community health and reduce poverty.

~~In HHSA, it is distinguished from positions in the next lower class of Community Health Advocate in that the Community Organizer focus is on community organizing rather than outreach and referral based follow up activities. The Community Organizer is distinguished from positions in the next~~ higher class of Community Development Coordinator in that it is not a supervisory position, has no program oversight responsibilities, and does not involve grant management.

EXAMPLES OF ESSENTIAL DUTIES

Work with community members, formal and informal leaders, groups and organizations to identify health- or poverty related issues ~~(e.g., barriers to healthy activity or to health care)~~ and to ~~motivate mobilize~~ grassroots action ~~and resident empowerment~~ relative to those issues. ~~Activities may be related to ensuring access to health care and healthy environments, assessment of population or community health, or policy and system change related to health.~~ Activities may be related to policy, systems, or environmental change related to addressing the root causes of poor health and poverty. Specific duties may include: conduct one-~~onto~~-one interviews with a variety of community members on an ongoing basis; facilitate the creation of study circles based on information garnered from one-~~onto~~-one interviews; plan and conduct effective neighborhood/community meetings, forums, special events, workshops, and conferences; identify ~~and~~ recruit, and support informal leaders and volunteers, and organizations to work on health-related issues; connect resident leaders and organizations with each other; ~~coordinate~~ neighborhood/ community forums; recruit and support volunteers; conduct and/or coordinate training ~~related to health improvement (including health advocacy)~~; assist marginalized populations with research on health issues and/or community challenges~~assist with research and with on health issues and hard to reach~~marginalized populations~~community with resources~~; represent Public Health~~department on selected community organizations' boards or committees~~; participate in developing and implementing neighborhood/community action plans to address ~~resident identified health priorities~~; participate in assessments of community ~~health assets and~~ needs, and/or barriers related to health & wellbeing or poverty; conduct and/or coordinate training related to health improvement of informal leaders on methods of community organizing (including health advocacy) and throughout the community; participate in developing and implementing~~facilitate the development and implementation of neighborhood and community and~~

~~individual action plans to address health priorities or poverty levels~~ conditions that affect health and well-being; create resource inventories (including resource mapping); ~~assist in program planning and development, including research, data collection, analyzing data, and report writing;~~ maintain documentation of agreements, policies, meetings, and health improvement activities; ~~disseminate health education information;~~ collaborate in the development of outreach strategies; report findings on community issues, health needs, and perceptions to Public Health department; ~~act as liaison between neighborhoods/community~~ local communities and Public Health department to improve public health practice; and other duties as assigned.

~~In HHSA, aActivities may be related to ensuring access to health care and healthy environments, assessment of population or community health, or policy and system change related to health.~~
Specific assignments may involve working with hard-to-reach or special marginalized populations (Hispanics, Native American, Asian, low-income ~~Caucasian~~, homeless, teens, seniors, etc.). Duty assignment will be in one of four designated regions of Shasta County (Northwest, Southwest, East, or Redding area).

In the Community Action Agency, plans, implements, and evaluates self-sufficiency educational activities/programs; coordinates activities with other department programs and outside organizations; advocates for change in conditions that adversely influence community poverty; develop and select educational materials and disseminate information through local presentations, special events, workshops, and local media; moves community towards financial stability to include employment and housing; community outreach; and referral based activities.

EMPLOYMENT STANDARDS

Any combination of education and experience sufficient to directly demonstrate possession and application of the following:

Knowledge of: ~~Public Health principles of disease control including health practices related to chronic and communicable disease (including AIDS and other STD's), injury prevention, immunization and nutrition; health beliefs and potential delivery barriers of hard-to-reach or special population groups;~~ Community outreach; functions and services of local community agencies, organizations, and resources; group facilitation; principles of community assessment and planning, coalition building, and community organizing.

~~For positions in HHSA: Public Health principles of disease control including health practices related to chronic and communicable disease (including AIDS and other STD's), injury prevention, immunization and nutrition; health beliefs and potential delivery barriers of hard-to-reach or special~~ population group

Ability to: Learn unique characteristics of a target priority population; ~~and~~ communicate Public Health principles about the conditions that determine health and wellbeing and key issues of community poverty in a culturally-appropriate manner ~~to target priority population~~; work well with Public Health County staff, agency professionals, and community members of the target priority population; ~~give effective presentations;~~ set and carry out goals and objectives; build the skills of resident groups to interact in partnership with other community agencies; ~~target population members or groups;~~ conduct or coordinate community meetings or events and evaluate their effectiveness; provide leadership to move a community to action.

For positions in HHSA, the above employment standards are typically attained with:

- ~~Two years of experience as a Community Health Advocate or comparable position in a health or social services setting conducting increasingly effective community organizing activities~~ **OR** ~~Two years' experience performing community organizing activities in a community setting and/or~~ **AND/OR** ~~neighborhood. Completion of a Community Health Advocate Certificate program (18 semester units) may substitute for one year of experience.~~ Preference will be given to applicants who are bicultural/bilingual and have demonstrated effective community organizing experience with ~~hard to reach or special~~ marginalized populations.

For positions in the Community Action Agency, the above employment standards are typically attained with:

- Two years of experience in community outreach AND/OR event coordination experience.

SPECIAL REQUIREMENTS

Possession of an appropriate California driver's license and an acceptable driving record according to County Policy.

PHYSICAL DEMANDS AND WORK ENVIRONMENT

While performing the duties of this job, the employee is regularly required to sit; use hands to finger, handle, or feel; and talk or hear. The employee frequently is required to reach with hands and arms. The employee is occasionally required to stand; walk; stoop, kneel, crouch, or crawl; and taste or smell. The employee must occasionally lift and/or move up to 25 pounds. Specific vision abilities required by this job include close vision, distance vision, peripheral vision, depth perception, and ability to adjust focus.

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of the job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is occasionally exposed to outside weather conditions. The noise level in the work environment is usually moderate.

Revised 12/2018

Revised 09/2001 jh

New 09/1999 jd

CS346a

COMMUNITY ORGANIZER

DEFINITION

Under direction, perform a variety of duties related to community improvement, including leading in the identification of community assets and barriers related to health and poverty, building the skills of residents to advocate for change in conditions that adversely influence communities; and moving groups towards community improvement action. Targeted communities may include cities, towns, neighborhoods, places of employment, clubs or organizations, schools, faith communities, or ethnic communities.

DISTINGUISHING CHARACTERISTICS

The primary role of the Community Organizer is to organize or facilitate groups to take action to improve community health and reduce poverty.

In HHSA, it is distinguished from positions in the next higher class of Community Development Coordinator in that it is not a supervisory position, has no program oversight responsibilities, and does not involve grant management.

EXAMPLES OF ESSENTIAL DUTIES

Work with community members, formal and informal leaders, groups and organizations to identify health or poverty related issues and to mobilize grassroots action relative to those issues. Activities may be related to policy, systems, or environmental change related to addressing the root causes of poor health and poverty. Specific duties may include: conduct one-to-one interviews with a variety of community members on an ongoing basis; facilitate the creation of study circles based on information garnered from one-to-one interviews; plan and conduct effective neighborhood/community meetings, forums, special events, workshops, and conferences; identify, recruit, and support informal leaders and volunteers; connect resident leaders and organizations with each other; assist marginalized populations with research on health issues and/or community challenges; participate in assessments of community assets, needs, and/or barriers related to health and wellbeing or poverty; conduct and/or coordinate training of informal leaders on methods of community organizing (including advocacy) and throughout the community; facilitate the development and implementation of neighborhood and community action plans to address conditions that affect health and wellbeing; create resource inventories (including resource mapping); collaborate in the development of outreach strategies; report findings on community issues, needs, and perceptions to department; and other duties as assigned.

Specific assignments may involve working with marginalized populations (Hispanic, Native American, Asian, low-income, homeless, teen, senior, etc.). Duty assignment will be in one of four designated regions of Shasta County (Northwest, Southwest, East, or Redding area).

In the Community Action Agency, plans, implements, and evaluates self-sufficiency educational activities/programs; coordinates activities with other department programs and outside organizations; advocates for change in conditions that adversely influence community poverty; develop and select educational materials and disseminate information through local presentations,

special events, workshops, and local media; moves community towards financial stability to include employment and housing; community outreach; and referral based activities.

EMPLOYMENT STANDARDS

Any combination of education and experience sufficient to directly demonstrate possession and application of the following:

Knowledge of: Community outreach; functions and services of local community agencies, organizations, and resources; group facilitation; principles of community assessment and planning, coalition building, and community organizing.

Ability to: Learn unique characteristics of a priority population; communicate about the conditions that determine health and wellbeing and key issues of community poverty in a culturally-appropriate manner; work well with County staff, agency professionals, and community members of the priority population; set and carry out goals and objectives; build the skills of resident groups to interact in partnership with other community agencies; conduct or coordinate community meetings or events and evaluate their effectiveness; provide leadership to move a community to action.

For positions in HHSA, the above employment standards are typically attained with:

- Two years of experience performing community organizing activities in a community setting. Preference will be given to applicants who are bicultural/bilingual and have demonstrated effective community organizing experience with marginalized populations.

For positions in the Community Action Agency, the above employment standards are typically attained with:

- Two years of experience in community outreach **AND/OR** event coordination experience.

SPECIAL REQUIREMENTS

Possession of an appropriate California driver's license and an acceptable driving record according to County Policy.

PHYSICAL DEMANDS AND WORK ENVIRONMENT

While performing the duties of this job, the employee is regularly required to sit; use hands to finger, handle, or feel; and talk or hear. The employee frequently is required to reach with hands and arms. The employee is occasionally required to stand; walk; stoop, kneel, crouch, or crawl; and taste or smell. The employee must occasionally lift and/or move up to 25 pounds. Specific vision abilities required by this job include close vision, distance vision, peripheral vision, depth perception, and ability to adjust focus.

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of the job. Reasonable accommodations may

be made to enable individuals with disabilities to perform the essential functions. While performing the duties of this job, the employee is occasionally exposed to outside weather conditions. The noise level in the work environment is usually moderate.

Revised 12/2018

Revised 09/2001

New 09/1999

CS346

REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS

BOARD MEETING DATE: February 5, 2019

CATEGORY: Consent - Health and Human Services-4.

SUBJECT:

Agreement with California Mental Health Services Authority (CalMHSA) for Foster Youth Specialty Mental Health Services .

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, Children's Services

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

RECOMMENDATION

Approve and authorize the: (1) Chairman to sign an Inter-Member Transfer Program agreement with the California Mental Health Services Authority (CalMHSA) to transfer County funds in advance to CalMHSA in the initial amount of \$26,250 for the first quarter, with continuous quarterly advance funding transfers thereafter, in amounts determined after the first quarter assessment of actual services, not to exceed \$315,000 during the entire term of the agreement, for youth specialty mental health services provided by other counties for the period date of signing through June 30, 2021; and (2) Health and Human Services Agency (HHS) Director, or any HHS Branch Director designated by the HHS Director, to sign amendments, including retroactive, to the agreement that do not change the original intent of the agreement or increase the maximum amount payable and otherwise comply with Administrative Policy 6-101, *Shasta County Contracts Manual*.

SUMMARY

Agreement with California Mental Health Services Authority (CalMHSA) to participate in the Inter-Member Transfers Program consistent with the provisions of Welfare and Institution Code (WIC) Section 14717.1 (Presumptive Transfer).

DISCUSSION

Counties who provide foster youth specialty mental health services (SMHS) are reimbursed through federal financial participation (FFP) and County match through Medi-Cal billing. Recent amendments to the WIC change the responsibility for the provision of these services from the county of jurisdiction (sending county) to the county of residence (receiving county) in which the foster youth resides. Approval of this agreement will allow foster children who are placed outside of Shasta County to access SMHS in a timely manner. It will also allow Shasta County to be reimbursed timely for SMHS provided to foster youth placed in Shasta County from other counties.

Under the WIC section 14717.1, responsibility for providing or arranging for SMHS shall promptly transfer from the county of original jurisdiction to the county in which a foster child resides, subject to any exceptions established pursuant to that section. This is known as "presumptive transfer." Counties have agreed that the county of original jurisdiction (sending county) remains responsible for reimbursing the receiving county for SMHS provided or arranged by the receiving county. Implementation of this statute requires a system for counties to make prompt payments to each other. Under this program, and

pursuant to the proposed agreement, CalMHSA acts as a fiscal agent for participating counties to make and receive transfer payments. As a part of this agreement we will be able to recoup the costs incurred by us when serving other Counties foster youth which surpasses the amount of funding we would be paying out on a quarterly basis. As a receiving County, more foster youth are placed in Shasta County from other smaller surrounding Counties in resource family homes, foster homes, relative care, and in some instances group homes.

Shasta County is already a member of the California Mental Health Services Authority (CalMHSA) Joint Exercise of Powers Agreement, a joint powers authority created to perform administrative and fiscal services on behalf of its members. Approval of this item will allow the County to participate in CalMHSA's Inter-Member Transfer Program to facilitate prompt payments between counties as required by WIC section 14717.1.

CalMHSA will administer the collective funds and conduct transfers of those funds between participants. Each participating member county will have separate interest-bearing financial ledger account and will receive quarterly statements of year-to-date balances, payments to other counties, payments from other counties, administration costs, and interest earned. The initial amount required is estimated to be the first quarter of expenditures but will be reconciled as actual expenses are made. Required future funding will be based on the projection of actual expenses in order to make funding continuously available for program. CalMHSA will transfer funds back to the participating counties that have sent more funding than deemed necessary for the program.

In addition to the presumptive transfer payments already required of the County under WIC section 14717.1, there would be an administrative charge by CalMHSA for its services of up to five percent of the County's overall annual deposits. This amount, to be reimbursed as an administrative cost in Medi-Cal, is anticipated to be less than the cost to the County to maintain its own administrative system for making, receiving, and accounting for presumptive transfer payments.

ALTERNATIVES

The Board may direct the department to generate other avenues to comply with WIC section 14717.1 or provide alternate direction to staff. As a receiving county, without this agreement we would be required to contract with and invoice over 30 different counties. Creating individual contracts with counties and setting up individual billing processes would be more labor intensive and less timely in recouping expenses than through the single agreement with CalMSHA.

OTHER AGENCY INVOLVEMENT

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

FINANCING

Because Shasta County is a receiving county it is anticipated the amount we will be reimbursed will be much greater than what we actually deposit on a quarterly basis. The amount we deposit quarterly can be adjusted to a lesser amount based on actual spending. Costs of SMHS delivered via this contract are included in the Mental Health (BU 410) FY 2018-19 Adopted Budget. SMHS funded with Medi-Cal in this agreement are funded through a combination of federal Medicaid funds (i.e., federal financial participation; approximately 50%) with a County match which is met through a combination of 1991 and 2011 realignment revenue. There is no additional General Fund impact with approval of this recommendation.

ATTACHMENTS:


Description	Upload Date	Description
CalMHSA Participation Agreement	1/10/2019	CalMHSA Participation Agreement

**CALIFORNIA MENTAL HEALTH SERVICES AUTHORITY
PARTICIPATION AGREEMENT
COVER SHEET**

1. Shasta County (Participant) desires to participate in the Program identified below.
Name of Services: Inter-Member Transfer(s)
2. California Mental Health Services Authority (CalMHSA) and Member Participants' acknowledge that the services will be governed by this Participation Agreement, CalMHSA's Joint Powers Agreement dated June 10, 2010, and by its Bylaws dated June 15, 2016. The following exhibits are intended to clarify how the provisions of those documents will be applied to this Program.

<input checked="" type="checkbox"/>	Exhibit A	Program Services Description
<input checked="" type="checkbox"/>	Exhibit B	General Terms and Conditions
3. **Term of Services:** Date of signing through June 30, 2021.
4. **Deposit:** The initial deposit payable by Participant is \$26,250, payable within 30 days following effective date of this agreement.
5. **Authorized Signatures:**

CalMHSA

Signed:  Name (Printed): John E. Chaquica
 Title: Chief Operating Officer Date: 1/2/19

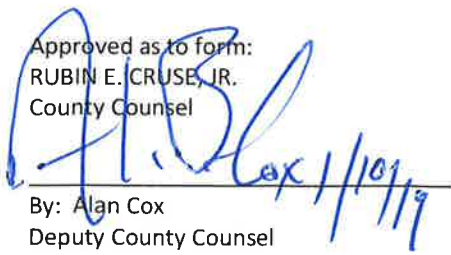
Participant: County of Shasta

Date: _____

_____, Chairman
 Board of Supervisors
 County of Shasta
 State of California

ATTEST
 LAWRENCE G. LEE
 Clerk of the Board of Supervisors
 By: _____
 Deputy

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


 By: Alan Cox
 Deputy County Counsel

RISK MANAGEMENT APPROVAL

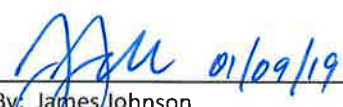

 By: James Johnson
 Risk Management Analyst

EXHIBIT A
PROGRAM SERVICES DESCRIPTION

I. Name of Program –Inter-Member Transfer(s)

II. Program Overview

Under the Welfare and Institution Code § 14717.1, responsibility for providing or arranging for specialty mental health services shall promptly transfer from the county of original jurisdiction to the county in which a foster child resides, subject to any exceptions established pursuant to that section. This is known as “presumptive transfer.” Counties have agreed that the county of original jurisdiction (Sending County) remains responsible for reimbursing the Receiving County for specialty mental health services provided or arranged by the Receiving County. Under this program, CalMHSA acts as a fiscal agent for participating counties to make and receive transfer payments of county match dollars.

CalMHSA will be contracted to perform fund transfers on behalf of Participants in order to allow foster children who are placed outside of their county of original jurisdiction to access specialty mental health services (SMHS) in a timely manner. The defined process is “presumptive transfer,” which means a prompt transfer of the responsibility for the provision of, or arranging and payment for SMHS from the county of original jurisdiction (Sending County) to the county in which the foster child resides (Receiving County), as provided for by Welfare and Institution Code § 14717.1.

EXHIBIT B
GENERAL TERMS AND CONDITIONS

I. Definitions

The following words as used throughout this Participation Agreement shall be construed to have the following meaning:

- A. **CalMHSA** – California Mental Health Services Authority, a Joint Powers Authority (JPA) created by counties in 2009 at the instigation of the California Mental Health Directors Association to jointly develop and fund mental health services and education programs.
- B. **Sending County**– A Sending County, is a Participant that is transferring foster youth to a facility located outside of its jurisdiction.
- C. **Receiving County**– A Receiving County is a Participant in which a foster youth is being placed in a facility located within their county jurisdiction.
- D. **Member** – A County, City or JPA of two or more Counties, that has joined CalMHSA and executed the CalMHSA Joint Powers Agreement.
- E. **Participant** – Any Member participating in the Program and a member of CalMHSA
- F. **Parties** – Collectively the County of Shasta, a political subdivision of the State of California, through its Health and Human Services Agency, Children’s Services Branch and the California Mental Health Services Authority, (individually a “Party”).
- G. **Program** – The program identified in Exhibit A.
- H. **Vendor** – Vendor or supplier providing specialty mental health services to foster youth.
- I. **Child** – Foster youth receiving specialty mental health services.
- J. **HIPAA** – The Health Insurance Portability and Accountability Act which:
 - Provides the ability to transfer and continue health insurance coverage for millions of American Workers and their families when they change or lose their jobs;
 - Mandates industry-wide standards for health care information on electronic billing and other processes;
 - Requires the protection and confidential handling of protected health information.

II. Responsibilities.**A. CalMHSA and Participant shall mutually agree to:**

1. 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 Participation Agreement, including CalMSHA’s JPA, and Bylaws.
2. Parties acknowledge that the services will be governed by this Participation Agreement, CalMHSA’s JPA dated June 10, 2010, and its Bylaws dated June 15, 2016.
3. Parties agree that should there be conflict between Participation Agreement, CalMSHA’s JPA, or Bylaws, then the order of precedence is as follows: Participation Agreement shall govern, then the CalMHSA JPA, then the Bylaws.

4. HIPAA – To the extent there is information shared between agencies, which is subject to protection under the HIPAA Act, Parties shall implement all necessary measures to ensure Program compliance with the Act.

B. Responsibilities of CalMHSA:

1. Act solely as the fiscal and administrative agent to facilitate transfer of funds between Participants in compliance with instructions from and authorization by Participants, without any responsibility for validation of or control over the funded services or activities.
2. Establish a banking pool that includes an individual interest-bearing account for each Participant. Any interest accrued will be credited to the Participant. All transactions in and out of the account, including administrative fees incurred, will be tracked on individual Participant ledgers and provided monthly to Participant.
3. Establish written internal control procedures which shall comply with the Governmental Accounting Standards Board and Generally Accepted Accounting Principles to ensure understanding and sound accounting controls, including items such as defining a trigger for a transaction, the rate of payment, timing of payment, depositing of funds and reporting.
4. Management of and accounting for funds received consistent with the requirements of any applicable laws, regulations, guidelines and/or contractual obligations.
5. Keep all necessary records and provide monthly fiscal reports to Participant and/or other public agencies with a right to such reports.
6. Provide monthly financial transaction reports to Participant that include, but are not limited to activity date, amount, and Counties paid to/from for each transaction. Financial report(s) to be uploaded to each member portal by the 15th of each month for the preceding months transaction activity.
7. Ensure that participating Sending Counties maintain sufficient funds on deposit for reimbursement to Receiving Counties.
8. Upon receiving authorization and instructions from Sending County, reimburse Receiving County with non-federal financial participation (FFP) match from Sending County's account for services rendered.
9. All information and records obtained in the course of providing services under this agreement shall be confidential, and CalMHSA and all of CalMHSA's employees, volunteers, agents, and officers shall comply with state and federal requirements regarding confidentiality of Child's information (including, but not limited to, sections 827, 5328, 10850, and 14100.2 of the California Welfare and Institutions Code; Health and Safety sections 11845.5 and 11812, 22 California

Code of Regulations section 51009; California 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 Child's rights shall be adhered to. No list of services of persons receiving services under this Agreement shall be published, disclosed, or used for any other purpose except for the direct administration of the program or other uses authorized by law that are not in conflict with requirements of confidentiality. This provision shall survive the termination, expiration, or cancellation of this agreement.

10. Provide timely Program notices and/or actions required on behalf of Participant to the County of Shasta, Health and Human Services Agency (HHSA) Children's Branch Director.
11. Identify Program representative authorized to receive notices, process fund transfers, and act on behalf of CalMHSA.
12. Upon Participant request, facilitate access to non-identifying client information to validate services provided by Receiving County to ensure timely authorization by Participant of fund transfers for completed services.

C. Responsibilities of Participant:

1. Make timely quarterly deposits to CalMSHA for the non-FFP portion of SMHS cost of services anticipated for youth in foster care outside of Participants county including an administrative fee of up to five percent of each deposit.
2. Make an initial deposit of \$26,250 within 30 days following the execution of this agreement.
3. Instruct and authorize CalMHSA, in writing using the CalMHSA secure portal, to transfer funds to Receiving Counties for costs of SMHS provided to foster youth originating from Shasta County.
4. Cooperate by providing CalMHSA and the other participating counties with requested non-identifying client information and assistance to fulfill the purpose of the Program.
5. Upon receipt of a presumptive transfer, ensure youth has a completed assessment, creation of individual case plans, and provide or arrange for appropriate treatment services through contracts with SMHS organizations.
6. Upon receipt of vendor statement for services, bill Medi-Cal and submit request for payment with proof of services through the CalMSHA secure portal to Sending County for reimbursement approval.

III. Duration, Term and Amendment.

- A. The initial term of this agreement shall begin the last date it has been signed by both Parties and shall end June 30, 2019. The term of this agreement shall be automatically renewed for two additional one-year terms at the end of the initial term, under the same terms and conditions, unless written notice of non-renewal is provided by either Party to the other Party at least 180 days prior to the expiration of the initial term or the then current term. Notwithstanding the foregoing, Participant shall not be obligated for payments hereunder for any future Participant fiscal year unless or until Participant's Board of Supervisors appropriates funds for this agreement in Participant's budget for that Participant 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 Participant fiscal year for which funds for this agreement were appropriated. For the purposes of this agreement, the Participant fiscal year commences on July 1 and ends on June 30 of the following year. Participant shall notify CalMHSA in writing of such non-appropriation at the earliest possible date.
- B. No changes, amendments, or alterations to this agreement shall be effective unless in writing and signed by both Parties. However, minor amendments, and 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 CalMHSA and Participant's HHSA Director (Director) or any HHSA Branch Director designated by the Director, provided that the amendment is in substantially the same format as the County's standard format amendment contained in the Shasta County Contracts Manual (Administrative Policy 6-101).
- C. Participant may withdraw from the Program prior to the agreement ending upon three months' written notice to identified CalMHSA representative pursuant to Section II B. 11. Notice shall be deemed served on the date of mailing.

IV. Withdrawal, Cancellation and Termination.

- A. The withdrawal of a Participant from the Program shall not automatically terminate its responsibility for its share of the expenses and liabilities of the Program. Accumulated deposits in Participant's account are chargeable for their respective share of encumbered expenses and liabilities arising during the period of their participation.
- B. Upon Program closure or Participant cancellation, termination, non-renewal of this agreement, or withdrawal from the Program, any unencumbered funds, including earned interest and administrative fees, remaining in Participant's account shall be distributed back to Participant within 30 days of the effective end date.

V. Fiscal Provisions.

- A. In no event shall the total maximum fund deposits exceed \$315,000 during the term of this agreement as referenced in Section II. C. 1.

- B. Deposits will be made by the 90th day, 120th day, 210th day, and 300th day of each calendar year during the term of this agreement. Participant will not be subject to any late fees.
- C. Administrative fees will be billed to Participant quarterly at the rate of up to five percent of the quarterly deposit in advance.
- D. At the Participant's discretion, unused funds may be withdrawn and/or quarterly deposit amounts reduced to adjust for actual usage in previous months as determined solely by Participant.

VI. Limitation of Liability and Indemnification.

- A. CalMHSA is responsible only for transfer of funds between Participant accounts as instructed and authorized by participating counties. CalMHSA is not liable for damages beyond the amount of any funds which it transfers without authorization or contrary to Participant's instructions.
- B. CalMHSA is not undertaking responsibility for assessments, creation of case or treatment plans, providing or arranging services, and/or selecting, contracting with, or supervising providers (collectively, "mental health services"). To the fullest extent permitted by law, each party shall hold harmless, defend and indemnify the other party, including its governing board, employees and agents from and against any and all claims, losses, damages, liabilities, disallowances, recoupments, and expenses, including but not limited to reasonable attorney's fees, arising out of or resulting from other's negligence in the performance of its obligations under this Agreement, including the performance of the other's subcontractors, except that each party shall have no obligation to indemnify the other for damages to the extent resulting from the negligence or willful misconduct of any indemnitee. Each party may participate in the defense of any such claim without relieving the other of any obligation hereunder.

This Participation Agreement does not pertain to CalMHSA performing any validation or verification of the accuracy of the data supplied. Those services may be added to this agreement by mutual agreement of the Parties by a written amendment signed by both Parties, if deemed necessary.

REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS

BOARD MEETING DATE: February 5, 2019

CATEGORY: Consent - Health and Human Services-5.

SUBJECT:

Agreement with Restpadd Health Corp. for psychiatric inpatient services.

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

Supervisory District No. : All

DEPARTMENT CONTACT: Dianna L. Wagner, Children's Branch Director 225-5705 / Dean True, Adult Branch Director 225-5901

STAFF REPORT APPROVED BY: Dianna L. Wagner, Children's Branch Director and Dean True, Adult 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 agreement with Restpadd Health Corp. in an amount not to exceed \$7,310,000 to provide psychiatric inpatient services for adolescent and adult patients for the period June 1, 2017 through June 30, 2018, with four automatic one-year renewals.

SUMMARY

The proposed agreement will expand the availability of both adolescent and adult psychiatric inpatient services in the north state allowing Shasta County residents needing urgent psychiatric services to be placed at the Restpadd Red Bluff facility.

DISCUSSION

The agreement will increase access to inpatient psychiatric services for Shasta County adolescent and adult residents needing urgent psychiatric services. Restpadd Health Corp. (Restpadd) has been providing local inpatient psychiatric services to Shasta County residents since April 1, 2013 at their facility in Redding which only serves adults. Benefits of having a Restpadd site in Tehama is the expanded number of beds available, the reduction in transportation costs related to out-of-county placements, and having adolescent services locally.

Under the Lanterman-Petris-Short (LPS) Act, RestPadd will be able to intervene with involuntary holds. The LPS Act refers to Sections 5150, 5151 and 5152 of the Welfare and Institutions Code. It is a California law governing the involuntary civil commitment of individuals who - due to mental illness - pose a danger to self, a danger to others, or who are gravely disabled and require inpatient psychiatric care.

The agreement also allows the Health and Human Services Agency (HHS) Director (Director), or any HHS Branch Director designated by the Director, to sign minor amendments that include rate changes not to exceed 10 percent as long as

the rate changes do not increase maximum compensation during the entire term of the agreement.

The agreement is retroactive due to California Department of Health Care Services changes to the Mental Health Plan, Restpadd leadership changes, and the availability of all parties to negotiate the agreement terms.

ALTERNATIVES

The Board could choose to defer consideration to a future date, or provide direction to staff to negotiate changes to the agreement.

OTHER AGENCY INVOLVEMENT

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

FINANCING

Excluding the date of discharge, Restpadd will provide inpatient psychiatric services on a fee for service basis for County used beds at a rate of \$860 per bed day per adult patient from June 1, 2017 through June 30, 2017; \$880 per bed day per adult patient from July 1, 2017 through June 30, 2018; \$900 per bed day per adult patient from July 1, 2018 through June 30, 2022; and \$1,240 per bed day per adolescent patient from June 1, 2017 through June 30, 2022.

Expenditures and revenue related to this agreement were included in the Mental Health (BU 410) Fiscal Year 2017-18 and 2018-19 Adopted Budgets and will be included in future requested budgets. Revenue to offset approximately 30 percent of the costs of psychiatric hospitalization is reimbursed from third party payor sources such as Medi-Cal, but the majority of costs for hospitalization are borne by Mental Health Realignment funding. There is no additional General Fund impact from the recommended action.

ATTACHMENTS:

Description	Upload Date	Description
RestPadd Health Corp Agreement	1/10/2019	RestPadd Health Corp Agreement

PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF SHASTA AND RESTPADD HEALTH CORP

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 Restpadd Health Corp, a California corporation ("Contractor") (collectively, the "Parties" and individually a "Party"), for the purpose of providing psychiatric inpatient services.

Section 1. DEFINITIONS.

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

- A. **Adolescent** means an individual 13 to 17 years of age.
- B. **Adult** means an individual 18 years of age and older.
- C. **Beneficiary** means an individual who has been determined eligible for Medi-Cal as defined in California Code of Regulations (CCR), Title 22, Division 3, section 50024.
- D. **Client** means a County referred adolescent or adult determined to need treatment for a psychiatric illness or disorder.
- E. **Serious Incidents** include, but are not limited to, death, suicide attempts, serious personal injury, reports of child and/or elder abuse, missing persons, person that runs away, and substantial property damage.

Section 2. RESPONSIBILITIES OF CONTRACTOR.

- A. Pursuant to the terms and conditions of this agreement, Contractor shall:
 - (1) Provide psychiatric inpatient services at Contractor's Psychiatric Health Facility (PHF) in accordance with the terms, conditions and specifications as set forth herein and in **EXHIBIT A, PROGRAM RESPONSIBILITIES OF CONTRACTOR**, attached and incorporated herein.
 - (2) Provide linguistically competent services, in accordance with Title VI of the Civil Rights Act of 1964 and Title VI Regulations for federally funded programs to ensure equal access for Limited English Proficiency individuals, with appropriate language certified interpreters either through in-house means, or by contracting with an appropriate service provider.
 - (3) Acknowledge and agree this contract shall be governed by, and construed in accordance with, all laws and regulations, and all contractual obligations of the Contractor under the State of California approved Shasta County Mental Health Plan (MHP), number 17-94616, as found at http://www.co.shasta.ca.us/index/hhsa_index/Community_partnerships/OrgProviders.aspx and any subsequent updates.
 - (4) Comply with applicable provisions of the State of California approved Shasta County MHP number 17-94616 and any subsequent updates.
 - (5) Contractor shall provide to County a written corrective action plan within 30 days of receiving written notification from County of deficiencies in Contractor's compliance with any provisions of this contract or any provisions applicable to

Contractor of the State of California approved Shasta County MHP number 17-94616 and any subsequent updates.

- (6) Provide services 24 hours per day, 7 days per week, 365 days per year. Ensure services provided to Beneficiaries are no less than the hours of operation during which services are provided to non-Medi-Cal patients.
- (7) Confer with County staff regarding inpatient placement and coordination of care.
- (8) Designate a lead Program Manager to provide administrative and clinical leadership, be responsible for the day-to-day operations of the program, and be accessible to County by telephone and by e-mail between the hours of 8:00 a.m. and 5:00 p.m. (PST).
- (9) Coordinate services/discharge plans with County's Transition Admission and Discharge Team ("TAD Team") as set forth in **EXHIBIT A**.
- (10) Submit written documentation of medical necessity including any relevant comprehensive psychiatric evaluations, physician orders, treatment plans, progress notes, discharge plans, or clinical information as determined by County for all Clients placed at Contractor's PHF for psychiatric inpatient services, in a format approved by County and in accordance with CCR Title 9, sections 1820.205 and 1820.225.
- (11) Comply with WIC sections 8100-8108 regarding notification to the California Department of Justice.
- (12) Comply with County's policy on Advance Directives.
- (13) Obtain Electronic Signature Agreements for all of Contractor's staff that access Contractor's Electronic Health Record. Electronic Signature Agreements shall be obtained from Contractor's staff at hire, and annually thereafter. Contractor shall provide copy of Electronic Signature Agreements to County immediately upon request of County.

B. Reporting.

- (1) Contractor shall:
 - a. Cooperate with County requests for information on Clients receiving services from Contractor under the terms of this agreement to conform to state-required Client Service Information (CSI) and/or other reports as requested by County.
 - b. Notify the Health and Human Services Agency ("HHS") Director, or any HHS Branch Director designated by the HHS Director, within two hours of any serious incident which occurs in connection with the performance of this agreement. Within 24 hours of incident, submit to County a written report in such form as may be required by County for all serious incidents which occur in connection with the performance of this agreement. This report must include, at a minimum, the following information:
 1. Name and address of the injured or deceased person; if any.
 2. Name and address of Contractor's staff or subcontractor, if any were involved in the incident.

3. Name and address of Contractor's liability insurance carrier.
 4. A detailed description of the incident and whether any of County's equipment, tools, material, or employees were involved.
- (2) Notify parents, legal guardian or primary caregiver within two hours of any serious incident involving an Adolescent Patient.
 - (3) Submit daily a completed **MIDNIGHT CENSUS**, herein attached and incorporated as **EXHIBIT B**, by fax to (530) 225-5232 by 8:00 a.m. (PST).
 - (4) Submit a complete and accurate **QUARTERLY REPORT**, herein attached and incorporated as **EXHIBIT C**, by the 15th of the month following the end of each quarter to CSContracts@co.shasta.ca.us and ASContracts@co.shasta.ca.us. Format and content of the Quarterly Report shall be as directed by County, and shall include such information as contract activities, unusual events, interaction with other agencies, issues and problems, staff changes, staff training, upcoming plans, and outcome objectives. Compliance shall be measured by timely submission and completion of all sections of each Quarterly Report.

C. Personnel.

Contractor shall:

- (1) Furnish such qualified professional personnel as required by Title 9, and Title 22, Chapter 9 of the CCR for the type of services prescribed and provided herein.
- (2) Contractor shall provide clinical supervision to all treatment staff, licensed or unlicensed. Those staff seeking licensure shall receive supervision in accordance with the appropriate State Licensure Board.
- (3) Notify County of any/all changes in leadership staff within 10 days of change. Leadership staff includes, but is not limited to, Executive Director, Clinical/Program Director, and/or Chief Fiscal Officer.
- (4) Comply with WIC section 5608(b) regarding the exercise of general supervision of mental health services in Shasta County by the local director of mental health services under Part 2 of Division 5 of the WIC.
- (5) Comply with all applicable federal and state laws, rules and regulations in regard to non-discrimination in employment because of race, color, ancestry, national origin, religion, sex, marital status, sexual preference, age, medical condition or handicap, (including compliance with the Federal Rehabilitation Act of 1973, section 504.)

D. Licensing Requirements.

- (1) Contractor shall:
 - a. Ensure inpatient psychiatric services program is licensed by the State of California and maintains designation as a Lanterman-Petris-Short facility.
 - b. Comply with all applicable county and/or state licensing requirements and obtain appropriate licenses and display the same in a location that is reasonably conspicuous. Contractor shall abide by the Short-Doyle Act (WIC, Division 5, Part II, section 5600 et seq.); Title 9 and Title 22 of the CCR; the State Cost

Reporting/Data Collection Manual (CR/DC); and California Department of Health Care Services (DHCS) and prior Department of Mental Health Policy Letters.

E. Clinical Records.

(1) Contractor shall:

- a. Maintain Client records in accordance with all state and federal requirements. Client records must comply with all appropriate state and federal requirements. Individual Client records shall contain intake information, interviews, and progress notes. Client records shall contain details adequate for the evaluation of the service.
- b. Provide County with required records for billing purposes, utilization review, and other purposes as may be required under the terms of this agreement.
- c. Provide copies of the following medical records to County for each discharged Client no later than 14 days from the date of discharge:
 1. Comprehensive psychiatric evaluation;
 2. Medical Doctor orders;
 3. Treatment plan;
 4. Progress notes;
 5. Discharge plan; and
 6. Any other clinical information Contractor deems appropriate.
- d. Failure of Contractor to provide the aforementioned medical records in a legible format and within 14 calendar days of discharge date may result in all charges for the Patients dates of service for that admission being denied in total.

F. Quality Assurance.

(1) Contractor shall:

- a. Pursuant to Section 2. B. of this agreement of any and all serious incidents involving a Client or the PHF will be reviewed by County and any recommendations will be forwarded both to the HHSA Director, or his or her designee, and the Contractor's Administrator, or his or her designee.

G. Patient Rights.

(1) Contractor shall:

- a. Comply with all applicable laws and regulations pertaining to the rights of patients, including grievances and appeals. Specifically, Contractor shall adopt and post in a conspicuous place or places a written policy on the rights of patients in accordance with section 70707 of Title 22 of the CCR and shall comply with sections 5325 and 5325.1 of the WIC. Alleged or suspected violations of patient rights as set forth in sections 5325 and 5325.1 shall be investigated by the local director of mental health, or his/her designee pursuant to section 5326.9 and complaints by patients shall be investigated by County's Patients' Rights Advocate pursuant to sections 5500-5550, and, when

appropriate for either type of investigation referenced in this section, by the DHCS (or any other subsequent appropriate state agency) or other persons and entities as required by law or regulation.

- b. Comply with provisions pertaining to rights of Adolescent Clients. Contractor shall operate in accordance with the provisions of Chapter 1 or Part 1 of Division 6 (commencing with section 6002.15) of the WIC, and other applicable laws and regulations.

H. Records to be Kept, Audits or Review, Reports, Availability, Period of Retention.

- (1) **Inspection Rights** - Contractor, upon written request and as authorized by law, shall make all of its books, reports and records, pertaining to the services furnished under the terms of this agreement available for inspection, examination, or copying:

- a. By any duly authorized agents of County, the State of California DHCS (or any other subsequent appropriate state agency), the United States Department of Health and Human Services, and the Comptroller General of the United States. The United States Department of Health and Human Services and Comptroller of the United States are intended third-party beneficiaries of this covenant.
- b. At all reasonable times at Contractor's Facility or Contractor's place(s) of business or at such other mutually-agreeable location(s) in California.
- c. In a form maintained in accordance with the general standards applicable to such books, reports or records.
- d. For a term of at least ten years from the close of the County Fiscal Year in which this agreement was in last effect, or until resolution of any audit, review, claim, or litigation pursuant thereto, whichever is later. For the purposes of this agreement, the County Fiscal Year begins on July 1 and ends on June 30 of the following calendar year.
- e. By making adequate office space available for review teams or auditors to perform the inspection, examination, and/or copying described herein. Such space must be capable of being locked and secured to protect the work of the review team or auditors during the period of their inspection, examination, and/or copying.
- f. By permitting on-site reviews and audits during normal working hours with at least 72- hour notice, except that unannounced on-site reviews and requests for information may be made at the sole discretion of the inspecting entity in those exceptional situations where arrangement of an appointment beforehand is clearly not possible or clearly inappropriate to the nature of the intended review and/or audit.

- (2) These audits or reviews may evaluate the following matters pertinent to Medi-Cal beneficiaries:

- a. Level and quality of care, and the necessity and appropriateness of the services provided.

- b. Internal procedures for assuring efficiency, economy, and quality of care.
 - c. Grievances or complaints relating to medical care and their disposition.
 - d. Beneficiary-related financial records when determined necessary by County to assure accountability for public funds.
- (3) Contractor shall maintain medical records as required by Sections 70747 through 70751 of Title 22 of the CCR and other records related to a Beneficiary's eligibility for services, the service rendered, the Beneficiary to whom the service was rendered, the date of the service, the medical necessity of the service, and the quality of service provided. Records shall be maintained in accordance with Section 51476 of Title 22 of the CCR. The foregoing constitutes "records" for the purposes of this agreement.
- (4) The Parties agree that the purpose of both the inspection, examination and/or copying of books, reports and records as well as any audits and reviews conducted and authorized by Section H (1) of this agreement, is solely to assess Contractor and Contractor's subcontractor's compliance with the terms and conditions of this agreement.
- (5) Contractor does not waive the provisions of Evidence Code Section 1157 with regard to medical staff records as applicable to state and federal laws and Contractor's Bylaws.

I. Subcontracts.

- (1) Contractor shall:
- a. Maintain and make available to County, the United States Department of Health and Human Services, and agents of the State of California, upon written request, copies of all subcontracts for the performance of any of Contractor's obligations and responsibilities under this agreement. Contractor shall assure that all subcontracts entered into from the effective date of this agreement shall require subcontractors to:
 - 1. Make all applicable books and records pertaining to this agreement available upon 48-hour advance notice and during customary business hours for inspection, examination, or copying by County, the State of California Department of Health Services, or the United States Department of Health and Human Services.
 - 2. Retain such books and records for a term of seven years from the close of the State of California's fiscal year in which the subcontract became effective or until resolution of any audit, review, or claim, or litigation pursuant thereto, whichever is later.

J. Recovery of Overpayments to Contractor, Liability for Interest.

- (1) When an audit or review performed by any authorized agency discloses that Contractor has been overpaid under this agreement, or where the total payments exceed the total liability under this agreement, Contractor covenants that any such overpayment or excess payments over liability may be recouped by County by

withholding the amount due from future payments, seeking recovery by payment from Contractor, or a combination of these two methods.

- (2) When recoupment or recovery is sought under Section 2.J. of this agreement, Contractor may appeal according to applicable procedural requirements of the regulations adopted pursuant to Part 2.5 of Division 5 (commencing at Section 5775) of the WIC with the following exceptions:
 - a. The process for recovery or recoupment shall commence within 60 days after issuance of account status or demand resulting from an audit or review and shall not be deferred or tolled by the filing of a request for an appeal according to the applicable regulations.
 - b. Contractor's liability to County for any overpayment or excess payment shall be as provided in Section 5779(e) of the WIC.

K. Program Integrity Requirements.

(1) Contractor shall:

- a. Comply with all state and federal statutory and regulatory requirements for certification of claims including Title 42, Code of Federal Regulations ("CFR") Part 438.
- b. For each Client who has Medi-Cal benefits (Beneficiary), for whom Contractor is submitting a claim for reimbursement assure the following:
 1. An assessment of the Beneficiary was conducted in compliance with the requirements established in the Shasta County MHP.
 2. The Beneficiary was eligible to receive Medi-Cal services at the time the services were provided to the Beneficiary.
 3. The services included in the claim were actually provided to the Beneficiary.
 4. Medical necessity was established for the Beneficiary as defined by statute and/or regulation for the service or services provided, for the timeframe in which the services were provided, except for the initial assessment and when County decides to keep a Beneficiary at the PHF as allowed by regulation.
 5. A client plan was developed and maintained for the Beneficiary that met all client plan requirements as set forth in the Shasta County MHP.
- c. In addition, Contractor certifies the following processes are in place:
 1. Written policies, procedures, and standards of conduct that articulate Contractor's commitment to comply with all applicable federal and state standards.
 2. The designation of a compliance officer and a compliance committee who/that are accountable to Contractor's senior management.
 3. Effective training and education for the compliance officer, compliance committee, and the Contractor's employees.

4. Enforcement of standards through well-publicized employee disciplinary guidelines.
 5. Internal auditing and monitoring.
 6. Prompt response to detected offenses, and development of corrective action initiatives relating to the provision of mental health services.
- L. As required by Government Code Section 7550, each document or report prepared by Contractor for or under the direction of County pursuant to this agreement shall contain the numbers and dollar amount of the agreement and all subcontracts under the agreement relating to the preparation of the document or written report. If multiple documents or written reports are the subject of the agreement or subcontracts, the disclosure Section may also contain a statement indicating that the total agreement amount represents compensation for multiple documents or written reports. Contractor shall label the bottom of the last page of the document or report as follows: department name, agreement number, and dollar amount. If more than one document or report is produced under this agreement, Contractor shall add: "This [document or report] is one of [number] produced under this agreement."

Section 3. RESPONSIBILITIES OF COUNTY.

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

- A. Compensate Contractor as prescribed in Sections 4 and 5 of this agreement and shall monitor the outcomes achieved by Contractor.
- B. Provide Clients with pre-admission screening and/or authorization and clinical consultation.
- C. Provide Contractor with a copy of the Shasta CountyMHP, as follows:
 - (1) For the purposes of this agreement, the "Shasta CountyMHP number 17-94616" is the agreement effective July 1, 2017 through June 30, 2022 between the State of California Department of Health Care Services and the County, or any subsequent agreement.
 - (2) The Shasta CountyMHP is available at http://www.co.shasta.ca.us/index/hhsa_index/Community_partnerships/OrgProviders.aspx. Contractor shall check the website for updates regularly to ensure Contractor has current approved Shasta County MHP. Should Contractor be unable to access the electronic version of the Shasta CountyMHP, County will provide Contractor with a hard copy version upon written request.
- D. Monitor Contractor's compliance with the Shasta County MHP.
- E. County'sTAD Team shall be responsible for coordinating outpatient mental health services, residential care and other community supports deemed necessary for Shasta County Clients discharged from Contractor's PHF.

Section 4. COMPENSATION.

- A. For the PHF services provided pursuant to this agreement and its **EXHIBIT A**, County shall compensate Contractor at the all-inclusive "fee for service" daily rates from the

day of admission to the date of discharge, excluding the discharge date as set forth below:

(1) Adolescent Clients:

a. \$1,240 from 6/1/2017 to 6/30/2022

(2) Adult Clients:

a. \$860 from 6/1/2017 to 6/30/2017

b. \$880 from 7/1/2017 to 6/30/2018

c. \$900 from 7/1/2018 to 6/30/2022

B. In no event shall the maximum amount payable under this agreement exceed \$7,310,000 during the term of the agreement.

C. Contractor's violation or breach of agreement terms may result in fiscal penalties, withholding of compensation, or termination of agreement.

Section 5. BILLING AND PAYMENT.

A. Contractor shall submit to Shasta County HHSA, Business and Support Services Branch, Attn: Accounts Payable, P.O. Box 496005, Redding, CA 96049-6005, monthly by the 15th of each month for the preceding month, an itemized statement or invoice of services rendered and supporting documentation identifying the Client name, date of birth, admission date, discharge date, and length of services. Itemized statement or invoice must include Contractor's current and active National Provider Identifier ("NPI") number under which the services provided pursuant to this agreement shall be billed to state or federal payer sources. Except as may otherwise be provided in this agreement, County shall make payment within 30 days of receipt of Contractor's correct and approved invoices and supporting documentation. The statement or invoice of services rendered for the final month of this agreement, June 2022, shall be submitted no later than July 10, 2022. County shall not be obligated to pay Contractor for services covered by any invoice, if Contractor presents the invoice to County more than 90 days after the date services were rendered by Contractor. For the purposes of effectuating payment of compensation, this provision shall survive the termination, expiration, or cancellation of this agreement.

B. Contractor shall provide County all documentation and records required to allow County to bill third party payer sources, including Medi-Cal, required for the purposes of utilization review, and as many be required for other purposes relevant to the provision of services under the terms of this agreement.

C. County shall submit billings to Medi-Cal or other payor sources as required by Medi-Cal or those other payor sources for services provided by Consultant. County shall retain Medi-Cal reimbursement.

D. Payment by County may be delayed or withheld for lack of appropriate records and / or contents of those records required from Contractor in order to bill under Medi-Cal or other third party payer sources.

- E. County shall exhaust all administrative remedies to appeal or otherwise reverse the denial of payment by Medi-Cal for services delivered and billed pursuant to this agreement.
- F. Contractor shall hold harmless the DHCS and Clients served under the terms of this agreement in the event the County cannot or does not pay for services provided by Contractor pursuant to this agreement.
- G. County shall provide approval or disapproval of Contractor's determination of medical necessity for each Client admitted to Contractor's PHF in accordance with CCR, Title 9 Section 1820.225. Should County's approval of medical necessity be invalidated by a DHCS audit, County shall be liable for the audit exception.
- H. Contractor shall provide County with the correct and currently active NPI number(s) under which the services provided pursuant to this agreement shall be billed to state or federal payer sources. Services provided without submission to County of the correct and currently active NPI number(s) by Contractor, that would otherwise be billed to state or federal payer sources, shall be the responsibility of the Contractor and will not be reimbursed nor compensated for by County. If already reimbursed or compensated for by County, the amounts paid under an incorrect or inactive NPI shall be refunded to County upon demand by County. Contractor shall notify County, in writing, within 10 days of any change to, or suspension of NPI number(s) associated with the services provided pursuant to this agreement. The correct and currently active NPI number(s) shall be included as documentation on each billhead or invoice submitted by Contractor to County. Any billhead or invoice received by County without the NPI included shall be returned to Contractor and shall not be reimbursed by or compensated for by County until the billhead or invoice is submitted including the NPI.
- I. Upon termination of this agreement, County shall compensate Contractor pursuant to the terms of this agreement within 30 days of receipt of Contractor's final invoice. Contractor shall submit Contractor's final invoice, within 15 days of the effective date of termination. To the extent necessary to effectuate full compensation of Contractor, this provision shall survive the termination of this agreement.
- J. 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.
- K. Should County, or the state or federal government, disallow any amount claimed by Contractor, Contractor shall reimburse County, or the state or federal government, as directed by County, or the state or federal government, for such disallowed cost.

Section 6. TERM OF AGREEMENT.

The initial term of this agreement shall begin June 1, 2017 and end June 30, 2018. The term of this agreement shall be automatically renewed by County for four additional one-year terms at the end of the initial term, under the same terms and conditions unless written

notice of non-renewal is provided by either Party to the other Party at least 30 days prior to the expiration of the initial term or the then current term. Notwithstanding the foregoing, County shall not be obligated for payments hereunder for any future County fiscal year unless 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. County shall notify Contractor in writing of such non-appropriation at the earliest possible date. For the purposes of this agreement, the County fiscal year commences on July 1 and ends on June 30 of the following year.

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 not less than 90 days written notice to Contractor. Contractor may terminate this agreement without cause on not less than 120 days written notice to County.
- C. County may terminate this agreement immediately upon oral notice should funding cease or be materially decreased during the term of this agreement. County shall provide written notice to Contractor within five business days after providing oral notice.
- D. County's right to terminate this agreement may be exercised by the Shasta County Board of Supervisors, the County Executive Officer, the Shasta County 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 changes in the Contractor's rates not to exceed ten percent over the original rate during the entire term of the agreement, that do not result in a substantial or functional change to the original intent of this agreement and do not cause an increase to the maximum amount payable under this agreement may be agreed to in writing between Contractor and the Shasta County HHSA Director, any HHSA Branch Director designated by the HHSA Director, or any HHSA Branch Director designated by the HHSA Director, provided that the amendment is in substantially the same format as the County's standard format amendment contained in the Shasta County Contracts Manual (Administrative Policy 6-101).
- C. The headings that appear in this agreement are for reference purposes only and shall not affect the meaning or construction of this agreement.
- D. If any ambiguity, inconsistency, or conflict exists or arises between the provisions of this agreement and the provisions of any of this agreement's exhibits or appendices, the provisions of this agreement shall govern, except to the extent the provisions of this agreement conflict with the provisions of the Shasta County MHP, in which case the provisions of the Shasta County MHP 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 ensure that the work or services shall be rendered and performed in a competent, efficient, and satisfactory manner. Contractor shall be fully responsible for payment of all taxes due to the State of California or the federal government that would be withheld from compensation if Contractor were a County employee. County shall not be liable for deductions for any amount for any purpose from Contractor's compensation. Contractor shall not be eligible for coverage under County's workers' compensation insurance plan nor shall Contractor be eligible for any other County benefit. Contractor must issue W-2 and 941 Forms for income and employment tax purposes, for all of Contractor's assigned personnel under the terms and conditions of this agreement.

Section 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 County and the public with limits of liability of not less than \$1 million per occurrence; such insurance shall be primary as to any other insurance maintained by County.
- B. Contractor and any subcontractor shall obtain and maintain continuously required Workers' Compensation and Employer's Liability Insurance to cover Contractor, subcontractor, Contractor's partner(s), subcontractor's partner(s), Contractor's employees, and subcontractor's(s') employees with an insurance carrier authorized to transact business in the State of California covering the full liability for compensation for injury to those employed by Contractor or subcontractor. Each such policy shall be endorsed to state that the Workers' Compensation carrier waives its right of subrogation against County, its elected officials, officers, employees, agents, and volunteers which might arise in connection with this agreement. Contractor hereby certifies that Contractor is aware of the provisions of section 3700 of the Labor Code, which requires every employer to insure against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of the Labor Code, and Contractor shall comply with such provisions before commencing the performance of the work or the provision of services pursuant to this agreement.
- C. Contractor shall obtain and maintain continuously a policy of Errors and Omissions coverage with limits of liability of not less than \$1 million per occurrence and \$3 million annual aggregate.
- 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, 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 federal, state, and local laws, ordinances, and codes 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. Contractor shall comply with the provisions of Section 504 of the Rehabilitation Act of 1973; as amended, pertaining to the prohibition of discrimination against qualified handicapped persons in all federally assisted programs or activities, as detailed in regulations signed by the Secretary of Health and Human Services, effective June 2, 1977, and found in the Federal Register, Volume 42, No. 86, dated May 4, 1977.
- E. Contractor shall comply with all applicable Medicaid laws, regulations, including applicable sub-regulatory guidance contract provisions (42 C.F.R. section 438.230(c)(2).)
- F. Contractor and Consultant's officers, employees, and agents shall comply with the Deficit Reduction Act of 2005 §6032.
- G. For all services, Contractor shall comply with all applicable Medi-Cal Specialty Mental Health Services regulations; Article 5, Chapter 8.8, of Part 3 of the WIC; and the CCR, Title 9, Chapter 11.

- H. Contractor shall comply with all applicable County, state and federal laws, ordinances, rules and regulations now in effect or hereafter enacted, pertaining to the provision of Medi-Cal Specialty Mental Health Services, each of which are hereby made a part hereof and incorporated herein by reference including, but not limited to, CCR, Title 9, section 1810.436, subd. (a)(1) - (5) which provides that:
- (1) Medi-Cal beneficiaries shall receive the same level of care as provided to all other patients served;
 - (2) Medi-Cal beneficiaries shall not be discriminated again in any manner;
 - (3) Contractor shall make all record, program compliance, and beneficiary complaints available for authorized review and fiscal audit whenever requested to do so by County, state, or federal authorities;
 - (4) Compensation paid pursuant to this agreement is considered to be payment in full; and
 - (5) Consultant shall adhere to Title XIX of the Social Security Act and conform to all other applicable federal and state statutes and regulations.
- I. Contractor shall comply with all applicable provisions of Part 2 of Division 5 of the Welfare and Institutions Code, (commencing at section 5600 et seq.), Title 9 and Title 22 of the CCR, the California Department of Health Care Services Cost Reporting/Data Collection Manual ("CR/DC"), and the prior State of California Department of Mental Health Policy Letters.
- J. Contractor shall comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act [42 United States Code ("U.S.C.") 1857(h)], section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 C.F.R part 15).
- K. Contractor and its agents and employees are subject to and shall comply with the Child Abuse Reporting Law (California Penal Code section 11164) and Adult Abuse Reporting Law (California Welfare and Institutions Code section 5600.3).
- L. 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.
- M. Comply with section 1352 of Title 31, U.S.C. and no funds expended pursuant to this agreement shall be used to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered federal actions: the awarding of any federal contract or agreement, the making of any federal grant, the making of any federal loan, entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract or agreement, grant, loan, or cooperative agreement. All services rendered by Contractor pursuant to this agreement shall be in compliance with section 1352 of Title 31, U.S.C., and in conjunction therewith Contractor shall execute the attached **EXHIBIT D, CERTIFICATION REGARDING LOBBYING**, attached hereto and incorporated herein.

- N. Services provided under this agreement shall be provided by individuals with employment or personal services arrangements with Contractor satisfying the employment or personal services safe harbors of the federal anti-kickback law (42 CFR section 1001.952(d) & (i)) and the personal service exception of the Stark law (42 CFR section 411.357(d)) as applicable or as otherwise authorized by law.
- O. In addition to any other provisions of this agreement, Contractor shall be solely responsible for any and all damages caused, and/or penalties levied, as the result of Contractor noncompliance with the provisions of this section.

Section 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.
- D. The HHSA Director, or his/her designee, shall have the right to oversee, monitor and specify the kind, quality, appropriateness, timeliness and amount of the services and the criteria for determining the persons and Patients to be served within this agreement. Consultant agrees to extend to the Director, or his or her designee, and to the DHCS, the United States Department of Health and Human Services, the Comptroller General of the United States and other authorized state and federal agencies or their duly authorized representatives, the right to review, monitor, and evaluate Consultant's programs, books, records or procedures at any reasonable time.
- E. Contractor shall be subject to the examination and audit of the Department or Auditor General for a period of three years after final payment under contract (Government Code §8546.7). Consultant agrees to maintain and present, until six years after

termination of this Agreement and final payment from County to Consultant, to permit the California Department of Health Care Services or any duly authorized representative to have access to, examine or audit any pertinent books, documents, papers and records related to this agreement and to allow interviews of any employees who might reasonable have information related to such records.

- F. Contractor shall make all of its premises, physical facilities, equipment, books, records, documents, contracts, computers, or other electronic systems pertaining to Medi-Cal enrollees, Medi-Cal-related activities, services and activities furnished under the terms of the subcontract, or determinations of amounts payable available at any time for inspection, examination or copying by the DHCS, Centers for Medicare and Medicaid Services (CMS), Office of the Inspector General (OIG), the United States Comptroller General, their designees, and other authorized federal and state agencies. (42 C.F.R. §438.3(h).) This audit right will exist for 10 years from the final date of the contract period or from the date of completion of any audit, whichever is later. (42 C.F.R. § 438.230(c)(3)(iii).) The DHCS, CMS, or the OIG may inspect, evaluate, and audit the Consultant at any time if there is a reasonable possibility of fraud or similar risk, then. (42 C.F.R. § 438.230(c)(3)(iv).)

- (1) The inspection shall occur at the Consultant's place of business, premises or physical facilities, in a form maintained in accordance with the general standards applicable to such book or record keeping, for a term of at least ten years from the close of the state fiscal year in which the subcontract was in effect.

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.

- A. Contractor, and Contractor's officers, employees, and agents performing the work or services required by this agreement, shall possess and maintain all necessary licenses, permits, certificates, and credentials required by the laws of the United States, the State of California, the County of Shasta, and all other appropriate governmental agencies, including any certification and credentials required by County. Failure to maintain the licenses, permits, certificates, and credentials shall be deemed a breach of this agreement and constitutes grounds for the termination of this agreement by County.
- B. With respect to Contractor's Site(s), Contractor shall comply with all applicable County, state and federal licensing requirements and shall obtain all applicable licenses and display the same in a location on Contractor's Site(s) that is reasonably conspicuous. Failure to maintain the licensing requirements shall be deemed a breach of this agreement and may be, at County's sole discretion, grounds for the termination of this agreement pursuant to Section 7.A. of this agreement.

- C. Contractor shall immediately advise County of any investigation or adverse action taken against it, or its principals, partners, officers, employees, subcontractors, and agent providing services pursuant to this agreement by state or federal agencies and/or professional licensing organizations.

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: HHSA Children's Services Branch
 Contracts Unit
 1313 Yuba Street
 Redding, CA 96001
 Phone: (530) 225-5705
 Fax: (530) 225-5190

AND

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

If to Contractor: Restpadd Health Corp
 Chief Financial Officer
 925 Walnut Street
 Red Bluff, CA 96080
 Phone: (530) 567-7401
 Fax: (530) 232-0201

- 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, Section 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 Section 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. COUNTY'S RIGHT TO SETOFF.

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

Section 26. 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 27. CONFIDENTIALITY OF PATIENT/CLIENT INFORMATION.

- A. 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, sections 827, 5328, 10850, and 14100.2 of the WIC; Civil Code Section 56.10; the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and the regulations adopted pursuant thereto; Title 42, CFR, Part 2; and Title 45, CFR, Section 205.50). All applicable regulations and statutes relating to patients' rights shall be adhered to. No list of services of persons receiving services under this Agreement shall be published, disclosed, or used for any other purpose except for the direct administration of the program or other uses authorized by law that are not in conflict with requirements of confidentiality.
- B. Notwithstanding any other provision of this agreement, names of Clients receiving public social services hereunder are confidential and are to be protected from unauthorized disclosure in accordance with Chapter IV of Subchapter C of Part 431 of Subpart F of Title 42, of the CFR (commencing at Section 431.300) and Section 14100.2 of the WIC and regulations adopted there under. For the purpose of this agreement, all information, records, data, and data elements collected and maintained under this agreement and pertaining to Clients shall be protected by Contractor from unauthorized disclosure.
- C. Contractor shall comply with the privacy and information security provisions contained within **EXHIBIT F** of the Shasta County MHP. Consultant shall implement reasonable and appropriate administrative, physical and technical safeguards to protect Protected Health Information ("PHI"). For purposes of this agreement PHI means individually identifiable health information that is transmitted by electronic media, maintained in electronic media, or is transmitted or maintained in any other form or medium. Consultant shall report to County any security incidents within 24 hours or breaches of unsecured PHI within 1 hour to hipaaprivacy@co.shasta.ca.us.
- D. The provisions of this Section 27 shall survive the termination, expiration, or cancellation of this agreement.

Section 28. FINANCIAL REPORTING.

- A. Upon receipt of written notice of the County, Contractor shall provide such accounting information and/or records that reflect Contractor's financial feasibility, as determined by County, to honor the terms of the agreement.
- B. Contractor shall maintain complete financial records including an annual, independent audit prepared in accordance with OMB Circular A-133, which clearly reflects the actual cost of each type of service for which Contractor claims payment hereunder. Within 90 days after the close of each County Fiscal Year during the term of this agreement, Contractor shall provide County with an annual Cost Report in the appropriate format for submission to DHCS for Medi-Cal reimbursement. The

Beneficiary-eligibility determination and the fees charged to and collected from Beneficiaries shall also be shown in such records, and any apportionment of costs shall be made in accordance with P.L. 98-502 (31 USC §7501 *et seq.*), OMB A-133 and generally accepted accounting principles.

Section 29. AGREEMENT SUPERVISION.

- A. The HHSA Director, or his/her designee, shall be the County representative authorized and assigned to represent the interests of the County and to determine if the terms and conditions of this agreement are carried out.
- B. County shall monitor the kind, quality, and quantity of Consultant's services and criteria for determining the persons to be served and length of treatment for the persons receiving inpatient psychiatric services mental health services covered under the terms of this agreement.

Section 30. FEDERAL HEALTHCARE COMPLIANCE PROGRAM.

- A. In entering into this agreement, Contractor acknowledges County's Compliance Program and has received, read and understands the **Shasta County MHP Contractor Code of Conduct ("Code of Conduct")**, attached and incorporated herein as **EXHIBIT E**, and agrees to comply and to require its employees and subcontractors who are considered "Covered Individuals" without limitation, to comply with all provisions of the Code of Conduct. Should the aforementioned Code of Conduct be amended during the term of this agreement Contractor shall comply with the Code of Conduct as amended and as provided to Contractor by County. "Covered Individuals" are defined as employees or subcontractors of the Contractor with responsibilities pertaining to the ordering, provision, documentation, coding, or billing of services payable by a Federal Healthcare program for which County seeks reimbursement from the Federal Healthcare programs.
- B. Contractor agrees to annually provide copies of the Code of Conduct to all Covered Individuals who are its employees and to obtain (subject to review by County and/or Office of Inspector General [OIG]) signed certifications from each individual certifying that they have received, read, understand, and agree to abide by the requirements of the Code of Conduct. Contractor shall retain the signed certifications on file and provide to County's Compliance Officer or his or her designee immediately when requested by County, either orally or in writing.
- C. Contractor agrees that all of its employees who are Covered Individuals, both current and all newly-hired, will be required to attend annually the complete compliance training program provided by County, or attend Contractor's compliance training program with prior approval of County's Compliance Officer or his or her designee, as required by the County's Program for Compliance with Federal Healthcare Programs.
- D. Contractor shall not hire or enter into an agreement with any provider who is, or at any time has been, excluded from participation in any federally funded healthcare program, including, without limitation, Medi-Cal, Medicaid, or Medicare.
- E. Contractor attests that Contractor and all Contractor's employees and subcontractors

are not excluded from Medi-Cal, Medicaid, and Medicare provider participation.

- F. Consistent with the requirements of 42 CFR, part 455.436 Contractor must confirm the identity and determine the exclusion status of all providers including but not limited to employees, network providers, subcontractors, any person with ownership or control interest, and agents or managing employees. Contractor shall verify prior to hire and monthly to ensure all providers are not excluded from Medi-Cal, Medicaid and Medicare participation. Contractor shall maintain documentation of monthly verification on file and provide such documentation to County by the 10th of the following month, electronically in .pdf format or another electronic format preapproved by County to CSContracts@co.shasta.ca.us and mceur@co.shasta.ca.us. Verification checking, at a minimum, shall include Contractor's use of the following three websites:

- (1) Officer of Inspector General

http://oig.hhs.gov/exclusions/exclusions_list.asp

- (2) Medi-Cal Suspended and Ineligible List

<https://files.medi-cal.ca.gov/pubsdoco/SandILanding.asp>

- (3) System for Award Management

<https://www.sam.gov/portal/SAM/#1>

- (4) National Plan and Provider Enumeration System (NPPES)

<https://npiregistry.cms.hhs.gov/>

- (5) Social Security Administration's Death Master File

Section 31. NOTICE OF RIGHTS.

Contractor shall give the persons provided services pursuant to this agreement notice of their rights in accordance with section 5325 of the WIC and CCR, Title 9, sections 860 through 868. In addition, in all of Contractor's Site(s), Contractor shall have prominently posted in the predominant languages of the community a notice of the rights delineated in Section 5325 of the WIC and in CCR, Title 9, section 862.

Section 32. APPLICATION OF OTHER AGREEMENTS.

Consultant and Consultant officers, agents, employees, and volunteers, and any of Consultant subcontractors shall comply with the all terms and provisions in the Special Terms and Conditions Exhibit D (F) contained within the MHP agreement between the County of Shasta and DHCS, found at http://www.co.shasta.ca.us/index/hhsa_index/Community_partnerships/OrgProviders.aspx. Furthermore, Consultant shall, as specifically applicable under MHP 17-94616 Exhibit D(F), comply with all of their obligations pursuant to the following numbered provisions of MHP 17-94616 Exhibit D(F) sections 1 through 31 or other provisions of MHP 17-94616 Exhibit D(F) that are deemed applicable.

Section 33. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT.

The Parties acknowledge the Health Insurance Portability and Accountability Act of 1996 and it's implementing regulations ("HIPAA"). Contractor understands and agrees that, as a provider of medical treatment services, it is a "covered entity" under HIPAA and, as such, has obligations with respect to the confidentiality, privacy, and security of patients' medical

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

SIGNATURE PAGE FOLLOWS

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

COUNTY OF SHASTA

Date: _____

_____, CHAIRMAN

Board of Supervisors
County of Shasta
State of California

ATTEST:

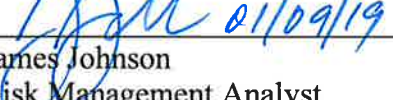
LAWRENCE G. LEES
Clerk of the Board of Supervisors

By: _____
Deputy

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

By:  1/7/19
Alan B. Cox
Deputy County Counsel

RISK MANAGEMENT APPROVAL

By:  01/09/19
James Johnson
Risk Management Analyst

CONTRACTOR

Date: 1/7/19

By: 
Carl Womack, Chief Financial Officer
Restpadd Health Corp

Tax I.D. #: On File

PROGRAM RESPONSIBILITIES OF CONTRACTOR

Section 1. PROGRAM SERVICES.

In full consideration of the payments herein provided for, Contractor shall provide the services described below in a manner consistent with the terms and provisions of this agreement and its EXHIBITS and in accordance with the requirements of Title 9 of the California Code of Regulations ("CCR").

A. For Clients determined to meet medical necessity criteria for acute inpatient psychiatric care pursuant to CCR, Title 9, Chapter 11, Contractor shall provide inpatient services, at ages allowed by licensure and certification by the California Department of Health Care Services, at Contractor's PHF, 24 hours per day and 7 days per week. County agrees to pay the all-inclusive "Fee-for-Service" daily rate as specified in Section 4 A. of this agreement. County is eligible to receive Medi-Cal reimbursement from the State of California Department of Health Care Services (DHCS) for these inpatient services for Beneficiaries, and other reimbursement as available.

B. Contractor will determine the appropriateness of placement based on clinical medical necessity pursuant to CCR, Title 9, section 1820.205.

C. Target Populations.

(1) Adolescents referred and/or authorized by County who have a psychiatric, emotional, or behavioral impairment as described in the latest applicable revision of the Diagnostic and Statistical Manual of Mental Disorders, whose adaptive functioning is significantly impaired and who require a secure treatment setting. Admission of adolescents may be voluntary or involuntary pursuant to WIC sections 5585 *et seq.* and 6550 *et seq.*

(2) Adults referred and/or authorized by County who are seriously mentally ill, who may have a co-occurring substance use disorder, and meet the medical necessity criteria for admission pursuant to Title 9 of the CCR. Admission of adults may be voluntary or involuntary pursuant to WIC section 5000 *et seq.*

D. Admissions. Client admissions shall be subject to all applicable federal and state statutes and regulations pertaining to screening procedures and standards, including, but not limited to, federal and state statutes and regulations governing psychiatric health facilities.

(1) Contractor shall make every attempt to accept all Clients referred for admission by County, provided admission criteria are met.

(2) Authorization and/or clinical concurrence by County are required for admission.

(3) Disagreements between Contractor and County regarding the acceptability of a Client admission shall be resolved by the HHSA Director or any HHSA Branch Director designated by the HHSA Director. Admission shall continue pending the County's decision.

E. Eligibility. Contractor shall admit Clients to the PHF who meet medical necessity for psychiatric inpatient services pursuant to CCR, Title 9, Chapter 11. It is agreed by

EXHIBIT A

County and Contractor that Clients who do not meet medical necessity pursuant to CCR, Title 9, Chapter 11 for psychiatric inpatient services, as well as individuals suffering exclusively from developmental disability, mental retardation, alcohol or drug intoxication or physical illnesses (without a psychiatric component), shall not be considered for admission to Contractor's PHF.

- F. **Basic Service Level.** It is agreed by both Contractor and County that the basic service level (the minimum array of services provided to Clients at the PHF) fully complies with CCR, Title 22, section 72445. It is further agreed by Contractor that basic services will also include access to medical treatment and up-to-date psychopharmacology, transportation to needed off-site services, and bilingual/bicultural programming.
- (1) Services shall include, but are not limited to 72-hour detention under WIC section 5150 and 14-day Certification under WIC section 5250, and acute psychiatric inpatient care for voluntary Clients who would otherwise be referred by County.
 - (2) Contractor will prepare and serve all Notices of Certification under WIC sections 5250 et. seq. or 5256 et. seq. and conduct all necessary certification and capacity hearings as provided for in WIC section 5250 et. seq. and section 5332 et. seq. Patient's Rights Advocates to be served all required notices no later than 3:00 p.m. the day preceding any hearing described herein where practical, otherwise when reasonably able to do so and in accordance with all laws.
- G. **Discharge Planning and Post-Acute Placement.** Contractor shall coordinate with County to facilitate quality discharge plans for each County Client placed at Contractor's PHF. Contractor shall:
- (1) Fully participate in pre-discharge program planning as soon as reasonably practical.
 - (2) Keep TAD Team, fully informed of all discharges including, but not be limited to: standard discharges, unplanned discharges, 5150 holds, Reese Hearings and writs of Habeas Corpus.
 - (3) Inform County TAD Team of all discharge times and dates as Contractor becomes aware, and shall update County should these times and/or dates change.
 - (4) Fax discharge instructions which shall include address and phone number of where Client is discharging to, follow-up appointment date and time, provider name and phone number, and a list of all discharge medications to the TAD Team at their confidential FAX number: (530) 225-5229.
 - (5) Make contact with TAD Team representative at (530) 225-5204 or (530) 225-5985, prior to driver dispatch from County to pick up a County Client for discharge transport.
 - (6) Agree that the HHSA Director, or any HHSA Branch Director designated by the HHSA Director, shall have final authority in resolving disputes over discharges.
 - (7) For Adolescent Clients:
 - a. Conduct discharge planning with Client, Client's family, legal guardian or primary caregiver, County staff, and interagency staff involved with providing services to Client and Client's family.

- b. Ensure Contractor clinical staff is available for support of legal proceedings required for continued hospitalization.
 - c. Provide Client's parent or primary caregiver with a minimum 14-day supply of all prescribed medications on date of discharge.
 - d. Provide a discharge summary including the last five clinical treatment notes and medication orders to Children's Access team within 24 hours of discharge by FAX at (530) 225-3966.
- H. **Physician Services.** Unless otherwise authorized by law, no physician with a financial interest in the PHF as defined in 42 CFR, section 411.354 may perform or control, any act or activity constituting the practice of medicine in connection with the physician component of the contracted PHF services. Contractor will engage subcontract physicians who will retain the exclusive authority to practice medicine in connection with the physician component of the contracted PHF services in accordance with this agreement.
- I. **Facility.**
- (1) Provide an adequate facility to meet the separate needs of both Adolescent and Adult populations and shall include, but not be limited to, the following:
 - a. Separated living units and outdoor activity areas.
 - b. Separated indoor activity spaces for multiple purposes.
 - c. Separated education spaces for students.
 - d. Safe and secure seclusion rooms, with and without beds, for restraining Clients – governed by written policies and procedures for monitoring seclusion rooms, including quality assurance activity.
 - e. Separated day room and dining room spaces.
 - f. Secure, separate and private outdoor recreation area.
 - g. Separated male and female bathroom and shower facilities which provide privacy for each Client.
 - h. Unlocked quiet and time-out rooms.
 - i. Separate spaces may be achieved by using scheduling to ensure that appropriate age-level and gender separations are maintained.
 - (2) Ensure PHF meets regulatory and licensing requirements, national community standards, guidelines, and requirements of the following:
 - a. American Academy of Child & Adolescent Psychiatry.
 - b. Joint Commission on Accreditation of Health Care Organizations.
 - c. Federal Health Care Financing Administration Conditions of Participation of Hospitals.
 - d. California Administrative Code, Titles 9 and 22.
 - e. Federal Code of Regulations Title 42.

- f. Welfare and Institutions Code, Division 5.
- g. California Health and Safety Code.
- h. Occupational Safety and Health Administration Requirements.
- i. Americans with Disabilities Act.
- j. Lanterman-Petris-Short Act and Bronzan-McCorquodale Act as contained in the California Welfare and Institutions Code.
- k. State Department of Mental Health Letters and Information Notices.

Section 2. SPECIAL PROGRAM REQUIREMENTS.

A. For Adolescent Clients:

- (1) Inform Client and/or parents, legal guardian or primary caregiver of their individual rights, the rules and regulations of the program, and provide Early Periodic Screening Diagnosis and Treatment (“EPSDT”) information and brochures.
- (2) Comply with all appropriate hearing requirements as set forth in WIC sections 5150, 5585 *et. seq.*, and 6552, and local rule of the Superior Court, Juvenile Division.
- (3) Provide access for County monitoring staff to review clinical records and files as needed. County access shall be subject to all applicable laws governing confidentiality.
- (4) Be “trauma-informed” and accommodate the vulnerabilities of trauma survivors. Services shall be delivered in a way that will avoid inadvertently re-traumatizing Patients and facilitate Patient participation in treatment. Consultant’s trauma-informed program and services shall include: Screening of Trauma; Consumer Driven Care and Services; Trauma-Informed, Educated and Responsive Workforce; Provision of Trauma-Informed, Evidence-Based and Emerging Best Practices; Safe and Secure Environments; Community Outreach and Partnership Building; and Ongoing Performance Improvement and Evaluation.
 - a. All Contractor’s clinicians shall use screening and assessment tools that include questions regarding trauma upon admission.

B. For Adult Clients:

- (1) Ensure Clients sign an admission agreement describing the services to be provided, patient’s rights, and the expectations of the Client regarding house rules and involvement in the program.
- (2) Upon admission, develop with Client, a written treatment/rehabilitation plan specifying goals and objectives aligned with a recovery focused, patient-directed approach. Contractor shall obtain consent to involve Client’s family and/or support persons, or document attempts to obtain consent until consent is given or Client is discharged.

- (3) Provide a behavioral health assessment and psychiatric evaluation within 72 hours.
- (4) Obtain prior to, or complete, a medical history within three days of admission.
- (5) Ensure enhanced psychiatry services via onsite psychiatrist, or other psychiatric prescriber visits, a minimum of three times weekly.

Section 3. GOALS.

The goals of Client treatment under this agreement are:

- A. Decrease risk of danger to self or others and improve capacity for self-care.
- B. To modify dysfunctional maladaptive behavioral patterns, provide medication supports, and develop daily living skills which will enable them to live in a less restrictive, more independent setting.
- C. To minimize inappropriate or unnecessary state and local acute hospitalization to the extent clinically appropriate by providing quality 24-hour sub-acute care.
- D. Facilitate the earliest, clinically stable, and safe return to the community including referral to appropriate community resources.

Section 4. SPECIFIC REQUIREMENTS FOR SERVICE DELIVERY.

- A. Contractor shall provide psychiatric and clinical services which are medically necessary to treat Client's mental disorders. Such services shall include, but not be limited to: standardized evaluation and assessment (including family, educational and milieu assessments); physical examination and related emergency medical treatment; evaluation case conferences; psychiatric attending services; development of individualized treatment plans; medication management and treatment; daily unit residents meetings; group therapies; individual and family educational programs; therapeutic recreational activities; nutrition services; case management; discharge planning and follow up evaluation; and Patient record maintenance (including progress notes, accounting records, medical records and discharge summary).
- B. Provide, under the terms of this agreement, and when medically necessary, the following ancillary services: clinical laboratory services; radiology services, excluding MRI ("Magnetic Resonance Imaging") services; physical, occupational and recreational therapy; speech and hearing testing, evaluations and therapy, where indicated as necessary and beneficial to the program for psychiatric treatment; psychological and neuropsychological services; group therapy; educational programs; medical testing as required for diagnosis and/or treatment; emergency dental care; psycho-pharmaceutical services; psychiatric history, evaluation and diagnosis; transportation, as needed for medical, legal and other appointments; psychiatric or other professional testimony and preparation in support of legal proceedings; specialized training programs for staff; parent support groups and liaison with organized parent support and advocate groups, and translation and interpreter services.

EXHIBIT A

- C. Contractor shall maintain interfaces with appropriate local and community agencies in Shasta County necessary to provide services, including, but not limited to, HHSA Adult Services Branch, HHSA Children's Services Branch, and Shasta County Juvenile Probation.
- D. Coordinate with County to provide linkage and/or referrals to community-based organizations including, but not limited to, primary care clinics and complementary healing centers, outpatient mental health clinics, substance abuse treatment programs, housing, physical health care, government entitlement programs, faith-based congregations, ethnic organizations, and peer-directed programs.
- E. Conduct annual criminal background reviews of staff and volunteers.
- F. For Adolescents, Contractor shall:
 - 1. Provide qualified professional staff pursuant to Section 2.C of this agreement. Staff shall include, but not be limited to, nursing staff with expertise and competence in adolescent mental health services, licensed social workers and license-eligible social workers, a consulting dietician, pediatric nurse practitioners, and certified registered recreational and occupational therapists.
 - 2. Provide orientation to all new clinical staff regarding adolescent agencies and services available within Shasta County.
 - 3. Require and ensure completion of criminal background checks prior to employment of staff and volunteers in compliance with any licensing, certification, or funding requirements, which may be higher than the minimum standard described herein. At a minimum, background checks are required for any staff or volunteers assigned to work with Adolescents.
 - 4. Have a documented process to review criminal histories of candidates for employment and volunteers. A copy of this process shall be provided to County upon request.
- G. For Adults, Contractor shall:
 - 1. Ensure a culture of "recovery" focusing on personal responsibility for illness management and independence, and fostering Client empowerment, hope, and an expectation of recovery.
 - 2. Utilize a dual diagnosis/co-occurring disorders program model that is non-confrontational, follows behavioral principles, considers interactions between mental illness and substance abuse, has gradual expectations of abstinence, and provides education via individual and/or group sessions on the effects of alcohol and other drug abuse, triggers, relapse prevention, and community recovery resources.

EXHIBIT A

3. Provide services which enhance Client motivation to actively participate in treatment, provides intensive assistance in accessing community resources, and helps develop strategies to maintain independent living in the community and improve their overall quality of life.
4. Whenever possible, engage both the Client and their family/support persons in the program.
5. Provide individual and/or group sessions to assist in developing skills that enable Clients to progress towards self-sufficiency, to reside in less intensive levels of care, including, but not be limited to: coping skills to manage crises, relationships, conflicts, and unhealthy thoughts; building of family and social relationships; activities of daily living including diet and personal hygiene; personal safety; and, symptom monitoring.
6. Support socialization activities that will assist Clients in their recovery, self-sufficiency, and in seeking meaningful life activities and relationships.
7. Assist Clients with accessing medical and dental services and coordinate treatment with physical health providers.

EXHIBIT B

Restpadd Red Bluff PHF				<u>Midnight Census</u>				
County: Tehama								
Please Complete All <u>Colored</u> Fields. "Completed By" section <i>MUST</i> be done.				Census beginning of the day				
				Admits				
				Discharges				
				Midnight Census				
				High Census of the day				
	A/Y	Client Name	DOB	Admit Date	Admit Time	Placement County	County of Responsibility	
1	A							
2	A							
3	A							
4	A							
5	A							
6	A							
7	A							
8	A							
9	A							
10	A							
11	A							
12	A							
13	Y							
14	Y							
15	Y							
16	Y							
Admit Client Name		Date	Time	Provisional Diagnosis	Payor Source	County of Responsibility	Referral Name	
Discharge Client Name			Date	Time	Discharge To			
Completed By:								

QUARTERLY REPORT

Shasta County Health & Human Services Agency

QUARTERLY REPORT INSTRUCTIONS

One electronic copy of each quarterly report is due to Shasta County HHSA Children's Services Branch *and* HHSA Adult Services Branch by the 15th day of each January, April, July, and October, reporting on services rendered in the previous quarter.

Email electronic copies of quarterly reports to: dshelton@co.shasta.ca.us; acondrey@co.shasta.ca.us; CSContracts@co.shasta.ca.us; ASContracts@co.shasta.ca.us

Provider Name: _____ Quarter Covered by Report: _____

Provider Number: _____ NPI Number: _____

Report Completed by: _____ Phone: _____

Email Address: _____ Date of Report: _____

1. Please report the following information for the quarter:

	0-17	18-20	21+
Total number of clients served:			
Total number of unduplicated clients within quarter			
Total number of dual diagnosed clients			
Total number of unduplicated dual diagnosed clients			
Total number of Group Services delivered			
Total number of clients discharged from care			

2. Please report the number of hours delivered by each of the following classifications during the quarter:

	0-17	18-20	21+
Licensed Physician			
Licensed Psychologist			
Licensed Therapist			
Registered Nurse (RN)			
Licensed Vocational Nurse (LVN)			
Mental Health Technician (MHT)			
Nurse Practitioners / PA			

3. Please discuss outreach and/or collaboration with families, other agencies and community-based organizations. (Discuss aftercare coordination for each)

a. Youth

b. Adults

4. Please report on any leadership changes.

5. Please attach staff training logs and topics covered in the quarter.

6. Please report the disposition of clients that discharged this quarter.

#	<u>Disposition</u>	#	<u>Disposition</u>
_____	Crisis Residential & Recovery Center	_____	Other: _____
_____	Good News Rescue Mission	_____	Other: _____
_____	Youth Access	_____	Other: _____
_____	Hill Country in Round Mountain	_____	Other: _____

7. Progress on completing the additional requirements this quarter (Check if complete):

- ☐ All staff have been trained in and are adhering to the Code of Conduct.
- ☐ Patients have received information on their individual rights, program rules and regulations, and EPSDT.
- ☐ All staff working in program have passed the Sanction Checks.
- ☐ Verification of your staff's absence from Federal Funding Exclusion List:

By: _____ On: _____

8. If any of the additional requirements (question 7) have not been met, please provide explanation and a plan for meeting them:

**State of California
Department of Health Care Services**

CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief, that:

- A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making, awarding or entering into of this Federal contract, Federal grant, or cooperative agreement, and the extension, continuation, renewal, amendment, or modification of this Federal contract, grant, or cooperative agreement.
- B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency of the United States Government, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure of Lobbying Activities" in accordance with its instructions.
- C. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontractors, subgrants, and contracts under grants and cooperative agreements) of \$100,000 or more, and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S.C., any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Name of Contractor

Printed Name of Person Signing for Contractor

Contract/Grant Number

Signature of Person Signing for Contractor

Date

Title

SHASTA COUNTY MENTAL HEALTH PLAN CONTRACTOR CODE OF CONDUCT

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

1. PURPOSE

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

2. CODE OF CONDUCT - GENERAL STATEMENT

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

3. CODE OF CONDUCT

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

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

EXHIBIT E

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

EXHIBIT E

- Q. Know they have the right to use HHSA's Confidential Disclosure Line without fear of retaliation with respect to disclosures; and with HHSA's commitment to maintain confidentiality, as appropriate; and
- R. Not engage in or tolerate retaliation against anyone who reports suspected wrongdoing.

4. SHASTA COUNTY COMPLIANCE OFFICER

The Shasta County HHSA Compliance Officer may be contacted at:

Compliance Officer

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

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

Email: mhcompofcr@co.shasta.ca.us

CODE OF CONDUCT CERTIFICATION PAGE FOLLOWS



Shasta County Health & Human Services Agency (HHSA)

**CODE OF CONDUCT –
CONTRACTOR
CERTIFICATION**

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

acknowledge that:

1. I am an employee of Restpadd Health Corp, a contractor of the County of Shasta, through its Health and Human Services Agency;
2. I have received a copy of the Code of Conduct;
3. I have read and understand the Code of Conduct; and
4. I agree to comply with the Code of Conduct.

Signed _____ Date _____

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

Thank you.

REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS

BOARD MEETING DATE: February 5, 2019

CATEGORY: Consent - Health and Human Services-6.

SUBJECT:

ShastaFaces 2 Subsidized Employment Agreement with Kaleidoscope Coffee

DEPARTMENT: Health and Human Services Agency-Regional Services

Supervisory District No. : All

DEPARTMENT CONTACT: Melissa Janulewicz, Branch Director, HHSA Regional Services

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

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

RECOMMENDATION

Approve and authorize the Chairman to sign a renewal agreement with Kaleidoscope Coffee Company, Inc., in an amount not to exceed \$200,000 to provide subsidy reimbursement, as the employer of record for the employment of eligible CalWORKs recipients, for the period April 1, 2019 through March 31, 2021.

SUMMARY

Approval of this renewal will provide approximately 25 Shasta County CalWORKs, Welfare-to-Work (WTW) participants the opportunity to gain current work experience, improve skills, and potentially secure on-going unsubsidized employment.

DISCUSSION

Subsidized Employment (SE) Programs have been operated in various forms in the United States for over 80 years. ShastaFaces 2 SE program provides paid employment opportunities to WTW participants, and gives employers the opportunity to build their business. Employers who offer jobs to WTW participants are provided financial assistance through the initial training period for new employees. Employers receive a wage subsidy of 100% of total wage costs, not to exceed \$15 per hour, per participant hired, over a period of six months. This subsidy is offered as incentive to employers to train and hire Shasta County WTW participants as unsubsidized employees once the reimbursement period ends. A participants' subsidy period may be extended for an additional six months, in three month increments at a rate of 50% of wages, if the County determines that an extension will increase the likelihood of the participant obtaining unsubsidized employment with the participating employer or assist them in obtaining specific skills and experiences relevant for unsubsidized employment for a particular field.

Kaleidoscope Coffee is an active employer in Shasta County's ShastaFACES2. From January 1, 2017 through October 15, 2018, Kaleidoscope Coffee hired 18 CalWORKs participants. Seven of these participants are currently employed with Kaleidoscope Coffee. Four have been hired permanently without the subsidy in place and three continue as subsidized employees.

The remaining 11 participants are no longer with Kaleidoscope Coffee for the following reasons: three accepted non-

subsidized positions with other employers, six left due to personal issues such as housing, mental health issues, etc., one moved out of the county, but was able to obtain unsubsidized employment. The final participant was laid off because she could not work the minimum requirement of 20 hours per week due to her school schedule.

To improve satisfaction and retention, Kaleidoscope Coffee management takes an active role in mentoring their employees. They offer one-on-one employee review and discussion to address job concerns. Kaleidoscope management contacts the ShastaFACES2 Coordinator when they feel the County can be of assistance. In addition, they offer creative solutions to their employees dealing with barriers. CalWORKs has received feedback from Kaleidoscope employees stating they feel “very positive and encouraged” and their “employer cares so much.”

Kaleidoscope offers various positions including food prep, barista, and sales and marketing. Each employee works 20 to 30 hours a week, earning at least minimum wage plus tips. The average wage reimbursement for each participant placed at Kaleidoscope Coffee is \$1,500 per month. Kaleidoscope Coffee provides timely invoices and payroll records and are consistently responsive to all inquiries made of them by County staff.

ALTERNATIVES

The Board could choose not to approve the agreement which would result in the discontinuance of wage subsidies for all CalWORKs WTW participants employed by Kaleidoscope Coffee, defer consideration to a future date, or provide alternate direction to staff.

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 SE allocation provided for Fiscal Year (FY) 2018-19 is \$931,298, which can be used for employer subsidies as well as programmatic administrative expenses. The funds and appropriations associated with the recommendation is included in the department’s FY 2018/19 Adopted Budget, and will be included in the department’s FY 2019-20 requested budget. There is no additional County General Fund impact with the approval of this recommendation.

ATTACHMENTS:

Description	Upload Date	Description
Agreement	1/23/2019	Agreement

**AGREEMENT BETWEEN THE COUNTY OF SHASTA,
AND
KALEIDOSCOPE COFFEE COMPANY, INC.**

This agreement ("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 Kaleidoscope Coffee Company, Inc. ("Contractor"), a California Corporation for the purpose of providing employment subsidy reimbursement to Contractor, as employer of record, for the employment of eligible CalWORKs client(s), collectively termed ("Employee[s]") (collectively, the "Parties" and individually a "Party").

Section 1. DEFINITION OF TERMS.

CalWORKs – California Work Opportunity and Responsibility to Kids. This program replaced Aid to Families with Dependent Children ("AFDC") in 1997 as part of California's response to federal welfare reform, to bring California's welfare system into compliance with the provisions of the federal welfare reform legislation known as the Personal Responsibility and Work Opportunity Reconciliation Act of 1996, which was signed into law on August 22, 1996.

Employee(s) – A person that is eligible and currently participating in the CalWORKs program, subsequently employed by Contractor and for whom Contractor will submit a claim, or claims, for reimbursement under this Subsidized Employment Agreement.

Employer of Record – The Contractor who employs Employee(s) and is thereby responsible for all legal obligations and liabilities imposed on an employer as a result of the employment relationship with Employee(s).

Non-wage Costs – The Contractor's monetary contributions for pension, travel costs, memberships, subscriptions and professional activities are reimbursable to the Contractor.

Shasta Family Assistance through Contracted Employment Services ("ShastaFACES2" also known as **"ShastaFACES")** – A subsidized employment program through the County's Health and Human Services Agency.

ShastaFACES2 Coordinator ("Coordinator")– Employment and Training Worker assigned to monitor the Shasta FACES program. The Coordinator will serve as the County's primary point of contract for the Contractor.

Subsidized Employment or Subsidized Employee(s) – The Employer of Record is wholly or partially reimbursed for Employee(s)'s Wages.

Unsubsidized Employment or Unsubsidized Employee(s) – The Employer of Record is not reimbursed for any portion of the Employee(s)'s Wages. This includes Employee(s) for whom reimbursement is not provided as well as any and all other Contractor's employees.

Wages – The gross amount of money received by Employee(s) for labor performed by Employee(s), whether the amount is fixed or ascertained by the standard of time, piece, commission basis, or other method of calculation. Wages shall also include any leave benefits such as sick, vacation and holiday leave for the purpose of the ShastaFACES2 program. Wages shall not include any Employer-Paid Payroll Taxes and Health Benefits (Medical, Dental and Vision insurance)., The determination of whether any particular payment of money to Employee(s) qualifies as Wages shall be made at County's sole discretion.

Section 2. RESPONSIBILITIES OF CONTRACTOR.

A. Agreement Responsibilities.

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

- (1) Be the Employer of Record for Employee(s) who is (are) determined by County to be eligible as an Employee, and be responsible for ensuring that any Subsidized Employee(s) employed by Contractor complete any required employment form or other documentation that would be a normal and customary part of the employment process, in addition to all required forms and documentation required by County.
- (2) Execute **Attachment A**, ShastaFACES2 Employer/Employee Statement of Understanding ("SOU"), attached and incorporated herein, for each Employee employed by Contractor. Should there be a conflict between the terms of **Attachment A** and the Agreement, this Agreement shall control.
- (3) Abide by the following rules for employing any Employee under this Agreement:
 - (a) Employee(s) may not be related by blood or marriage to the Contractor and Employee(s) may not receive favorable treatment if related to any other member of Contractor's workforce.
 - (b) Employees may not have been an active employee of the Contractor in the past 30 days prior to this Agreement. By signing this Agreement, Contractor further certifies that any Employee employed by Contractor was not subject to lay-off or otherwise terminated for the express purpose of being re-employed under this Agreement. This program is intended to add to the Contractor's workforce, not subsidize Contractor's current workforce.
- (4) Abide by the following conditions of employment for all Employees hired under this Agreement attached and incorporated herein:
 - (a) Employee(s) shall be subject to the same terms and conditions of employment as the Contractor's other employees on the Contractor's payroll who are employed a minimum of 20 hours per week or higher.
 - (b) Employee(s) shall be on the Contractor's regular payroll and be employed a minimum of 20 hours per week.
 - (c) Employee(s) shall receive the same benefits as the Contractor's other employees on the Contractor's payroll performing similar work who are employed a minimum of 20 hours per week or higher.
 - (d) Employee(s) shall receive the same starting wage and other wage increases as other employees on the Contractor's regular payroll performing similar work who are employed a minimum of 20 hours per week or higher, provided that such wage is not less than that specified in the Fair Labor Standards Act of 1938 or if higher, under the applicable state or local minimum wage law.

- (e) If Employee(s) is/are to perform work not being performed by other employees, Contractor will pay a starting wage consistent with the local labor market.
 - (f) The Employee(s) shall be provided special clothing or equipment if such is provided to the Contractor's other employees on the Contractor's payroll performing similar work who are employed a minimum of 20 hours per week or higher.
 - (g) Employee(s) shall be provided supervision and training, based on work experience and job competency in the same manner as would be provided to the Contractor's other employees performing similar work.
- (5) Comply with the "Obligations to existing employees and employment conditions" as prescribed in **Attachment B**, attached and incorporated herein. Should there be a conflict between the terms of **Attachment B** and the Agreement, this Agreement shall control.
 - (6) Dictated by the placement, obtain from the California Department of Justice ("DOJ") records of convictions, as enumerated in Penal Code section 11105.3, of any Employee being considered for any position in which the Employee would have supervisory or disciplinary power over a minor or any person under the Employee's care, as provided for in Penal Code section 11105.3.
 - (7) Notify the Coordinator in writing within five business days when an Employee is moved to another position or worksite within the Contractor's business or if the Employee's wages are changed.
 - (8) Notify the Coordinator in writing within three business days when an Employee terminates employment and advise Coordinator if the Employee or Contractor terminated the employment relationship.
 - (9) Maintain confidentiality, in accordance with Section 28 of this Agreement, regarding an Employee's participation in this Subsidized Employment program.
 - (10) Comply with the provisions of the Immigration Reform and Control Act of 1986, which requires employers to verify that all employees are eligible to work in the United States as legal residents of the United States.
 - (11) Ensure that a "Permit to Employ and Work" is on file during the term of employment for any minors hired under this Agreement and comply with all labor and employment laws applicable to the employment of a minor.
 - (12) Consider continuing the employment of Employee(s) in Unsubsidized Employment at the termination of this Agreement or earlier.
- B.** 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 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. 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."

C. Record Keeping/Reporting.

- (1) Contractor shall maintain, in the State of California, and in a form acceptable to County: (i) all books, records, documents, and other evidence pertaining to the costs and expenses incurred by Contractor pursuant to this Agreement; and (ii) 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.A. of this Agreement (collectively, the "Agreement Records"). 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.
- (2) Contractor shall provide all information pertaining to this Agreement necessary for reports required by County, and by the state or federal government. Contractor shall fully cooperate with County in providing any information and/or records needed by any government entity concerning this Agreement.

D. Employee Grievances.

Contractor shall promulgate and implement written procedures ("Grievance Procedures") whereby Employee(s) shall have the opportunity to express and have considered their views, grievances, and complaints regarding the delivery of services pursuant to this Agreement. Contractor shall provide a copy of Contractor's Grievance Procedures to County upon request. Contractor shall report all Employee grievances, and the nature thereof, in writing to the County's Director of Regional Services ("Director") within 10 business days of learning of the grievance. Upon resolution of a grievance or conclusion of the grievance process, Contractor shall, within 10 business days of the resolution or conclusion of the grievance process, report in writing to the Director how the grievance was resolved or concluded.

E. Investigation of Illegal Use of Agreement Funds.

- (1) Contractor shall take reasonable steps to prevent the illegal use of Agreement funds. Contractor agrees to notify County of any suspected illegal use of Agreement funds. Contractor shall meet with County or its delegate for consultation when there is suspected illegal use of funds. Contractor shall cooperate with County or its delegate in any way necessary in the investigation of potential illegal use of Agreement funds.
- (2) Contractor shall provide County or its delegate with any relevant information requested and shall permit County or its delegate access to Contractor'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.

F. Acknowledgement.

Contractor 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."

Section 3. RESPONSIBILITIES OF COUNTY.

Pursuant to the terms and conditions of this Agreement:

- A.** County shall reimburse Contractor as prescribed in Sections 4 and 5 of this Agreement.
- B.** The eligibility of Contractor and eligibility of Employees to participate in Subsidized Employment is at the sole discretion of County.
- C.** County may, upon Contractor request, provide a list of eligible Employees for consideration by Contractor in Contractor's hiring process.
- D.** County may work with Contractor and potential Employees to match potential Employees to specific employment opportunities made available by Contractor. However, County shall have no involvement in the Contractor's hiring decisions.
- E.** County may, upon Contractor request and subject to the reimbursement provided for in Section 4.A.2, extend an Employee's subsidy period with the Contractor, no more than twice, in three-months increments, for up to a total of 12-months (including the initial period of up to six months), if the additional time shall increase the likelihood of the Employee obtaining either of the following:
 - (1)** Unsubsidized employment with the Contractor; or
 - (2)** Specific job skills and training relevant for unsubsidized employment for a particular occupational field.
- F.** The County's Director of Health and Human Services Agency ("HHSA") or the County's HHSA Branch Director as designated by the HHSA Director may authorize program staff to sign **Attachment A**, ShastaFACES2 Employer/Employee Statement of Understanding ("SOU"), as the "COUNTY AUTHORIZED AGENT".
- G.** County shall monitor and evaluate the performance of Contractor throughout the term of this Agreement and Contractor's compliance with the terms and conditions of this Agreement Contractor shall permit County or its delegate access to Contractor'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 for the purpose of monitoring and evaluating performance.

Section 4. REIMBURSEMENT.

- A.** Contractor shall, during the term of this Agreement and after satisfactorily completing the responsibilities as prescribed in this Agreement and submitting all required

documentation including the timely submission of a complete, correct, and approved invoice documenting the requested Reimbursement, be reimbursed:

- (1) During the initial six-month employment period, up to 100 percent of the Employee(s) Wages up to a maximum of \$15 per hour per Employee provided to or on behalf of Employee(s) (the "Reimbursement"); and
 - (2) During any subsequent employment period as authorized by County pursuant to section 3.E, up to 50 percent of the Employee(s) Wages up to a maximum of \$15 per hour per Employee provided to or on behalf of Employee(s) (the "Reimbursement").
- B.** In no case whatsoever shall the maximum amount reimbursed to Contractor under this Agreement exceed \$200,000.
- C.** County is not liable for the payment of any taxes resulting from this Agreement however designated, levied, or imposed, unless County would otherwise be liable for the payment of such taxes in the course of its normal business operation.
- D.** Prorated payment. If the term begins (or ends) on other than the first (or last) day of the calendar month, the payment for the partial month shall be prorated on a per diem basis based upon the number of days of access/services during the month.

Section 5. CLAIMS AND REIMBURSEMENT.

- A.** For each Employee working for Contractor under this Agreement, Contractor shall submit monthly by the 10th of each month, for the prior month's paid subsidized employment, a billhead or invoice regularly used in the conduct of business of the Contractor along with a fully completed "**ShastaFACES2 Subsidized Employment Statement of Services**", **Attachment C** or **Attachment D** as appropriate.
- B.** Contractor shall also submit with each billhead or invoice payroll records providing verification of employment hours, and Wages. Payroll records shall include copies of Payroll Summaries including Date, Name, Hours, Net Amount, Taxes Withheld, Total Deductions, Total Pay, Employer Taxes, Total Cost, Check Number, and copies of Weekly Time Records for each employee working for Contractor under this Agreement.
- C.** Contractor shall not be reimbursed for any amounts invoiced without payroll verification.
- D.** Contractor shall invoice County no later than the 10th of the following month for Employee costs incurred in the previous month.
- E.** County reserves the right to require Contractor to submit, subsequent to invoice submission, copies of any supporting or supplemental documentation related to any and all expenses identified on the invoice.
- F.** County shall pay Contractor Reimbursement as stated in Section 4 within 30 days of receipt of a complete, correct, and approved invoice with any supporting records as provided for in this agreement. Contractor shall submit a final statement or invoice for services rendered to the County for the period ending March 31, 2021, by April 10, 2021.
- G.** County reserves the right to disallow any claim filed more than 10 days following the month Employee costs are incurred. County additionally reserves the right to disallow

any claim filed for the month of March 2021 if such claim is not filed on or before April 10, 2021.

- H. Should County, or the state or federal government, disallow any amount claimed by Contractor, Contractor shall reimburse County, or the state or federal government, as directed by County, or the state or federal government, for such disallowed cost.

Section 6. TERM OF AGREEMENT.

The initial term of this Agreement shall commence as of April 1, 2019, and shall end March 31, 2021. 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 fiscal year. County shall notify Contractor in writing of such non-appropriation at the earliest possible date.

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 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 by County that Contractor was not in default or the default was excusable, then the notice of termination shall be deemed to have been given without cause pursuant to paragraph B of this section.
- B. Either Party may terminate this Agreement without cause on 30 days' written notice.
- C. County may terminate this Agreement immediately upon oral notice should funding cease or be materially decreased.
- D. County or Contractor may terminate this Agreement immediately upon oral notice should County or Contractor not be able to comply with the obligations of this Agreement due to any material cause which is beyond the reasonable control of County or Contractor, including, but not limited to: fire, explosion, lightning, power surges or outages, strikes or labor disputes, acts of God, civil disturbances, acts of civil or military authorities, acts of terrorism, fuel or energy shortages, acts and/or omissions by third party communications carriers, or any other cause beyond County's or Contractor's control.
- E. County's right to terminate this Agreement may be exercised by the Shasta County Board of Supervisors, by County's Executive Officer, by County's Health and Human Services Agency Director or by County's HHSA Branch Director as designated by the HHSA Director.
- F. 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.

- G. If this Agreement is terminated, Contractor shall only be eligible for Reimbursement for work performed by Employee(s) prior to the effective date of termination.

Section 8. LEGAL MANDATES.

- A. Contractor recognizes the mandatory standards and policies relating to energy efficiency in the state energy conservation plan (Title 24 of the California Code of Regulations).
- B. Contractor shall comply with mandatory standards and policies as required by Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 and as supplemented in Department of Labor regulations (41 C.F.R., Part 60).
- C. If reimbursement for this Agreement exceeds \$100,000, Contractor shall comply with section 306 of the Clean Air Act (42 U.S.C. §1857(h)), section 508 of the Clean Water Act (33 U.S.C. §1368), Executive Order 11738, and the regulations of the Environmental Protection Agency (40 C.F.R., Part 15).
- D. Contractor shall comply with all applicable federal, state, municipal, and local standards for health and safety in work and training situations, including all provisions of the Occupational Safety and Health Act of 1979 and all amendments thereto.
- E. If Contractor is subject to the California Child Abuse and Neglect Reporting Act (Penal Code sections 11164 *et seq.*), Contractor shall ensure that all known or suspected instances of child abuse or neglect are reported as mandated by that law. In addition, Contractor shall:
 - (1) Require each of Contractor's Subsidized Employees, Unsubsidized Employees, volunteers, contractors, subcontractors, and agents who are required by the California Child Abuse and Neglect Reporting Act to report child abuse or neglect, to sign a statement that he or she knows of the statutory mandated reporting requirements and will comply with them.
 - (2) Establish procedures to ensure reporting of child abuse or neglect even when Contractor's Subsidized Employee(s), Unsubsidized Employee(s), volunteers, contractors, subcontractors, or agents who are not required by the California Child Abuse and Neglect Reporting Act to report child abuse or neglect, gain knowledge of, or reasonably suspect, that a child has been a victim of abuse or neglect.
- F. If Contractor is subject to section 15630 of the Welfare and Institutions Code, Contractor shall ensure that all known or suspected instances of elder abuse or dependent adult abuse are reported as required by that law. In addition, Contractor shall:
 - (1) Require each of Contractor's Subsidized Employees, Unsubsidized Employees, volunteers, contractors, subcontractors, and agents who are required by section 15630 of the Welfare and Institutions Code to report elder or dependent abuse or neglect, to sign a statement that he or she knows of the statutory mandated reporting requirements and will comply with them.
 - (2) Establish procedures to ensure reporting of elder abuse or dependent adult abuse even when Contractor's Subsidized Employee(s), Unsubsidized Employee(s), volunteers, contractors, subcontractors, or agents who are not mandated to report elder abuse or dependent adult abuse under section 15630 of the Welfare and

Institutions Code, gain knowledge of, or reasonably suspect, an incident of elder or dependent adult abuse has occurred.

Section 9. ENTIRE AGREEMENT; AMENDMENTS; HEADINGS; ATTACHMENTS/ 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, that do not result in a substantial or functional change to the original intent of this Agreement and do not cause an increase to the maximum amount payable under this Agreement may be agreed to in writing between Contractor and the County's Health and Human Services Agency Director or County's HHSA Branch Director as 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 attachments, exhibits, or appendices, the provisions of this Agreement shall govern.

Section 10. NONASSIGNMENT OF AGREEMENT; NON-WAIVER.

Inasmuch as this Agreement is intended to provide reimbursement of Wages for Employees employed by 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 11. EMPLOYMENT STATUS OF EMPLOYEE(S) AND INDEMNIFICATION RELATED THERETO.

- A.** Employee(s) employed by Contractor shall not be considered employees of County for any purpose. They shall be considered solely Contractor's employees. Contractor, and not County, is thereby responsible for all legal obligations and liabilities imposed on an employer as a result of the employment relationship with Employee(s). County shall not be liable for any such obligations or liabilities.
- B.** Contractor shall hold harmless, and indemnify 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, relating to any and all obligations and liabilities imposed on an employer as a result of the Contractor's employment of Employee(s). Contractor shall

also, at Contractor's own expense, defend the County against any claim, suit, action or proceeding brought against County, its elected officials, officers, employees, agents, and volunteers, relating to any and all obligations and liabilities imposed on an employer as a result of the Contractor's employment of Employee(s). The provisions of this paragraph are intended to be interpreted as broadly as permitted by applicable law. This provision shall survive the termination, expiration, or cancellation of this agreement.

Section 12. EMPLOYMENT STATUS OF CONTRACTOR.

Contractor shall, during the entire term of this Agreement, be construed to be an independent contractor. Nothing in this Agreement is intended nor shall be construed to create an employer-employee relationship between County and Contractor, a joint venture relationship between County and Contractor, or to allow County to exercise discretion or control over Contractor's employment of Employee(s). Contractor shall be fully responsible for payment of all taxes due to the State of California or the federal government related to Contractor's compensation under this Agreement. 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 and Contractor shall not 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 13. INDEMNIFICATION.

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

Section 14. 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 *County, its elected officials, officers, employees, agents, and volunteers* which might arise in connection with this Agreement. Contractor hereby certifies that Contractor is aware of the provisions of section 3700 of the Labor Code, which requires every employer to insure against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of the Labor Code, and Contractor shall comply with such provisions before commencing the performance of the work or the provision of services pursuant to this Agreement.
- C. Contractor shall require subcontractors to furnish satisfactory proof to County that liability and workers' compensation and other required types of insurance have been obtained and are maintained similar to that required of Contractor pursuant to this Agreement.
- D. With regard to all insurance coverage required by this Agreement:
 - (1) Any deductible or self-insured retention exceeding \$25,000 for Contractor or subcontractor shall be disclosed to and be subject to approval by the County Risk Manager prior to the effective date of this Agreement.
 - (2) If any insurance coverage required hereunder is provided on a "claims made" rather than "occurrence" form, Contractor or subcontractor shall maintain such insurance coverage with an effective date earlier or equal to the effective date of this Agreement and continue coverage for a period of three years after the expiration of this Agreement and any extensions thereof. In lieu of maintaining post-agreement expiration coverage as specified above, Contractor or subcontractor may satisfy this provision by purchasing tail coverage for the claims-made policy. Such tail coverage shall, at a minimum, provide the insurance coverage required hereunder for claims received and reported three years after the expiration date of this Agreement.
 - (3) All insurance (except workers' compensation and professional liability) shall include an endorsement or an amendment to the policy of insurance which names *County, its elected officials, officers, employees, agents, and volunteers as additional insureds*. In the event that coverage is reduced or canceled, a notice of said reduction or cancellation shall be provided to County within 24 hours. Any available insurance proceeds in excess of the specified minimum limits and coverage pursuant to the terms of this Agreement shall be applicable to the Additional Insured. The additional insureds coverage shall be equal to Insurance

Service Office endorsement CG 20 10 for on-going operations, and CG 20 37 for completed operations.

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

"Separation of Insureds.

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

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

Section 15. SUBCONTRACTORS.

Contractor shall not subcontract any services to be provided under this Agreement without the prior written consent of County. Any subcontract entered into by Contractor in contravention of this provision without the prior written consent of County shall be void. Contractor and subcontractor who enter into a subcontract without such consent and approval waive any right to reimbursement provided pursuant to the void subcontract. Contractor and subcontractor shall defend, hold harmless, and indemnify County, its elected officials, officers, volunteers, and employees, against all claims, actions, costs, counsel fees, expenses, damages, judgments, or decrees by reason of any claim made by a subcontractor to enforce any provisions of a subcontract entered into without the prior written consent of County.

Section 16. 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 17. 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 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. In addition, Contractor shall comply with the conditions of **Attachment E**, attached and incorporated herein.
- C.** Contractor represents that Contractor is in compliance with, and agrees to 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 (Gov. Code, sections 12900, et seq.), and the regulations and guidelines promulgated 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.** Contractor represents that if Contractor is a religious organization, Contractor shall observe and comply with all applicable requirements set forth in 42 U.S.C.A. section 604a (Services Provided by Charitable, Religious, or Private Organizations), of the Temporary Assistance for Needy Families (TANF) program (42 U.S.C.A. Chapter 7, Subchapter IV, Part A), created by the Personal Responsibility and Work Reconciliation Act (PRWORA) of 1996.
- F.** In addition to any other provision of this Agreement, Contractor shall be solely responsible for any and all damages caused, and/or penalties levies, as the result of Contractor's noncompliance with the provisions of this section.

Section 18. 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 reimbursement 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 19. 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 (including Subsidized and Unsubsidized Employees) or Contractor's 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 20. LICENSES AND PERMITS.

Contractor, and Contractor's officers, employees (including Subsidized and Unsubsidized 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 required 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 21. CONFLICTS OF INTEREST.

Contractor and Contractor's officers and employees (including Subsidized and Unsubsidized 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 required under this Agreement.

Section 22. NOTICES.

- A. Except as provided in Section 7.C. of this Agreement, (oral notice of termination in the event of a lack of funding), and Section 7.D. of this Agreement (oral notice of termination due to force majeure), 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 Regional Services
Attn: Contracts Unit
1506 Market Street
Redding, CA 96001-1023
Phone: (530) 229-8319
Fax: (530) 225-5245

If to Contractor: Dan Burton, President
Kaleidoscope Coffee Company, Inc.
2380 Athens Avenue
Redding, CA 96001
Phone: (530) 227-0482

- B. Any oral notice authorized by this agreement shall be given to the persons specified in section 22.A. and shall be deemed to be effective immediately.
- C. Unless otherwise stated in this agreement, any written or oral notice on behalf of County as provided for this agreement may be executed and/or exercised by the County Executive Officer.

Section 23. 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 Civil Code section 1654.

Section 24. 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 section 53234 et seq.

Section 25. 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 26. 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 27. COUNTY'S RIGHT TO 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 owned by or claimed or asserted against the County or any amounts owe to County by Contractor or its subsidiaries.

Section 28. CONFIDENTIALITY.

A. The intent of this Agreement is for Contractor to employ Employee(s) and for County to provide Reimbursement to Contractor, for a specified and defined period of time, for Subsidized Employment of Employee(s) working for Contractor. However, should specific information regarding public social services clients become known to Contractor, the following confidentiality rules shall apply:

- (1) Contractor shall not disclose to any person or entity or to any of its Subsidized Employees, Unsubsidized Employees, volunteers, agents, and officers, the fact that any Employee(s) may be public social services clients, except as otherwise required to effectuate the terms of this Agreement. Should Contractor's Subsidized Employees, Unsubsidized Employees, volunteers, agents, and officers become privy to specific information regarding public social services clients (such as may occur in the administration of this Agreement), Contractor shall comply with, and require such persons to whom specific information regarding public social service clients becomes known, to comply with, the provisions of section 10850 of the Welfare and Institutions Code, and of Division 19 of the State of California Department of Social Services Manual of Policies and Procedures, which provide, in substance, that:

- (a) All applications and records concerning any public social services client obtained, made, or kept by Contractor shall be confidential and shall not be open to examination for any purpose not directly connected to the responsibilities of the Contractor under this Agreement, except as provided by law.
 - (b) No person shall publish or disclose or permit or cause to be published or disclosed any list of persons receiving public social services, except as provided by law.
 - (c) No person shall publish, disclose, use, permit or cause to be published, disclosed, or used, any confidential information pertaining to an applicant for or recipient of public social services, except as provided by law.
 - (2) Should Contractor's Subsidized Employee(s), Unsubsidized Employee(s), volunteers, agents, and officers become privy to specific information regarding public social services clients (such as may occur in the administration of this Agreement), Contractor shall ensure those persons comply with the above provisions, and shall inform those persons who have become privy to the information that any person knowingly and intentionally violating such provisions is guilty of a misdemeanor.
- B. 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 29. USE OF COUNTY PROPERTY.

Contractor shall not use County premises, property (including equipment, instruments, and supplies), or County personnel for any purpose.

[SIGNATURE PAGE FOLLOWS]

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

COUNTY OF SHASTA

Date: _____

LEONARD MOTY, 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 11/9/18
Alan B. Cox
Deputy County Counsel

RISK MANAGEMENT APPROVAL

By: James Johnson 11/13/18
James Johnson
Risk Management Analyst

CONTRACTOR

Date: 12/1/18

Date: 12/1/18

Dan Burton
Dan Burton, President
Kaleidoscope Coffee Company, Inc.
Mimi Burton
Mimi Burton, Treasurer
Kaleidoscope Coffee Company, Inc.

On file
Federal Tax Identification Number

ShastaFACES2 Employer/Employee Statement of Understanding ("SOU")

EMPLOYER	EMPLOYEE

This SOU is entered into by and between the parties named above and Shasta County to provide EMPLOYEE the opportunity to acquire job skills, refine work habits and prepare for economic independence and for EMPLOYER to obtain reimbursement of certain expenses associated with the employment of EMPLOYEE. This SOU may be terminated immediately at the request of any party to this SOU or upon the failure of any party to meet the terms specified below.

- A. The County of Shasta shall:
- At its sole discretion, determine eligibility of EMPLOYER and EMPLOYEE to participate in this SOU.
 - When applicable, authorize appropriate support services for the EMPLOYEE as required by law through the CalWORKs program during the SOU period.
- B. The EMPLOYER shall:
- Agree to employ the EMPLOYEE for a minimum of twenty (20) hours per week.
 - Pay the EMPLOYEE the same starting wage and other wage increases as other employees on the EMPLOYER's regular payroll performing similar work who are employed at a minimum of 20 hours per week or higher, provided that such wage is not less than the California State minimum wage. If the EMPLOYEE is to perform work not being performed by other employees, EMPLOYER will pay a starting wage consistent with the local labor market.
 - Provide the EMPLOYEE the same terms and conditions of employment as other employees on the EMPLOYER's regular payroll performing similar work who are employed at a minimum of 20 hours per week or higher.
 - Provide the EMPLOYEE the same benefits provided to other employees on the EMPLOYER's regular payroll performing similar work who are employed a minimum of 20 hours per week or higher.
 - Provide the EMPLOYEE with special clothing or equipment if such is provided by EMPLOYER to other employees on the EMPLOYER'S regular payroll performing similar work who are employed a minimum of 20 hours per week or higher.
 - Provide supervision, training and guidance to EMPLOYEE and provide EMPLOYEE with a "mentor" to give on-the-job guidance and answer routine questions.
- C. The EMPLOYEE shall:
- Consent to release information pertaining and relevant to the ShastaFACES2 Program participation for the length of the Employer SOU period to EMPLOYER and County representative(s).
 - Carry out his or her assignments to the best of his or her ability.
 - Inform the EMPLOYER promptly whenever he or she will be absent or tardy for work.
 - Accept at least the current California State Minimum Wage per hour for a minimum of twenty (20) hours per week as ShastaFACES2 Program payment.
 - Agree that EMPLOYEE will not be an employee of the County of Shasta, will not be compensated by the County of Shasta, and will not have and will not acquire any employment rights or benefits of any kind from the County of Shasta.
- D. TERMS:
- Period of Employer SOU: ☐ Initial six-month authorization ☐ Extension 1 ☐ Extension 2
From: _____ To: _____
 - Rate of Pay per Hour: _____ Number of Hours per Week: _____
 - Location of Worksite: _____ Employee's Position: _____
 - Name of Mentor: _____

COUNTY AUTHORIZED AGENT:

Printed Name	Telephone No.	Authorized Signature	Date

EMPLOYER:

Printed Name/Title	Telephone No.	Authorized Signature	Date

EMPLOYEE:

Printed Name	Telephone No.	Authorized Signature	Date

Obligations to existing employees and employment conditions

The availability of a position for an eligible subsidized employment participant (Employee) pursuant to this Agreement may not be created as a result of, or may not result in, any of the following:

1. Displacement of workers in which regular employees are laid off so that their positions can be filled with Employee(s).
2. Partial displacement of workers in which non-overtime hours of regular employees are reduced with Employee(s) absorbing the remaining workload.
3. Impairment of contracts for services in which contracts for services with private business and other organizations are cancelled or not renewed, while Employees are hired to provide the equivalent services.
4. Substitution for existing federally assisted jobs in which Employees fill jobs already supported under other federal programs.
5. Layoffs in which regular employees are laid off while Employees remain working in the same or equivalent position.
6. Rehires in which regular employees are laid off, then rehired under a Subsidized Employment Agreement.
7. A hiring freeze in which Employees work in positions the same as, or the equivalent to, those which are vacant due to a hiring freeze, unless the hiring freeze resulted from lack of funds to sustain staff levels and was not initiated in anticipation of the availability of Participants from the Program.
8. Reduction of customary level of services in which a state, political subdivision of the state, or local educational agency reduces services customarily provided, while granting funds saved from use of this Subsidized Employment Agreement to a private non-profit organization to provide the same services.
9. Positions filled with Employees that would otherwise be promotional opportunities for current employees.
10. Using an Employee to fill a work assignment customarily performed by a worker in a job classification within a recognized collective bargaining unit in that specific work site, or the filling of a work assignment in any bargaining unit in which funded positions are vacant or in which regular employees are on layoffs.
11. A strike, lockout, or other bona fide labor dispute, or violation of any existing collective bargaining agreement between employees and employers.

Agr.RS.KaleidoscopeCoffeeCompany,Inc.SF2.1921
2564-34-2019-01
CC 50100

Attachment D

ShastaFACES2 - Subsidized Employment- Statement of Service for months 7-12

Contractor (Employer):		Contractor's Invoice No:	
Billing Address:		Invoice Date:	
Telephone/FAX:		Enter month wages paid:	
Contact Person:		Period Worked (mm/dd/yy-mm/dd/yy)	

EXPENDITURES FOR REIMBURSEMENT**EMPLOYEE WAGES - Please only submit Wages paid during the month indicated above.**

Employee Last Name	Employee First Name	Job Title	Hours Worked	Hourly Wage	Total Wages Paid	Total Wages Eligible (up to \$15 hr)

EMPLOYEE WAGES SUBTOTAL:

TOTAL (50% of Eligible wages)**Certification:**

The undersigned, under penalty of perjury, states that the above claim and the items as therein set out are true and correct; that no part thereof has been paid, and that the amount herein is justly due this claimant. Furthermore, I also certify that I have deducted the value of any personal gain I may have received including, but not limited to, cash back earned on a personal credit card, frequent flyer miles, and room-stay rewards.

Signature:

Date:

Print Name and Title:

Send to:

HHSA - Business & Support Services
PO Box 496005
Redding, CA 96049-6005
ATTN: Accounts Payable

For questions regarding this statement, please contact:*Rachel Servantes 530-229-8849*



Attachment E

**ASSURANCE OF COMPLIANCE WITH THE SHASTA COUNTY
HEALTH AND HUMAN SERVICES AGENCY, RESOURCE CENTERS
NONDISCRIMINATION IN STATE
AND FEDERALLY ASSISTED PROGRAMS**

Agreement to Provide Subsidized Employment Reimbursement

KALEIDOSCOPE COFFEE COMPANY

HEREBY AGREES to comply with Titles VI and VII of the federal Civil Rights Act of 1964, as amended; Section 504 of the federal Rehabilitation Act of 1973, as amended; the federal Age Discrimination Act of 1975, as amended; the federal Food Stamp Act of 1977 as amended, and in particular section 272.6 thereof; Title II of the federal Americans with Disabilities Act of 1990; the Unruh Civil Rights Act, California Civil Code, section 51, as amended; California Government Code, sections 11135 - 11139.5, as amended; California Government Code, section 12940; Chapter 7, of Division 5, of Title 1 of the California Government Code, commencing with section 4450; Title 22, California Code of Regulations, sections 98000 - 98413; Title 24, California Code of Regulations, section 3105; the Dymally-Alatorre Bilingual Services Act (California Government Code, sections 7290 - 7299.8); section 1808 of the Interethnic Adoption Provisions of the Small Business Job Protection Act of 1996; and all other applicable federal and state laws, as well as their implementing regulations (including title 45 of the Code of Federal Regulations (CFR) Parts 80, 84, and 91; 7 CFR, Part 15; and 28 CFR, Part 42), by ensuring that employment practices and the administration of public assistance and social services programs are nondiscriminatory, to the effect that no person shall, because of ethnic group identification, age, sex, color, disability, medical condition, national origin, race, ancestry, marital status, religion, religious creed or political belief, be excluded from participation in or be denied the benefits of, or be otherwise subject to discrimination under, any program or activity receiving federal or state financial assistance; and HEREBY GIVES ASSURANCE to immediately take any measures necessary to effectuate this Assurance of Compliance.

THIS ASSURANCE OF COMPLIANCE is given in consideration of and for the purpose of obtaining any and all federal and state assistance; and CONTRACTOR HEREBY GIVES ASSURANCE THAT administrative methods/procedures which have the effect of subjecting individuals to discrimination or defeating the objectives of Chapter 21-100 of the California Department of Social Services (CDSS) Manual of Policies and Procedures will be prohibited.

BY GIVING THIS ASSURANCE OF COMPLIANCE, Contractor agrees to compile data, maintain records, and submit reports as required, to permit effective enforcement of the aforementioned laws, rules, and regulations and permit authorized CDSS and/or federal government personnel, during normal working hours, to review such records, books, and accounts as needed to ascertain compliance. If there are any violations of this Assurance of Compliance, CDSS shall have the right to invoke fiscal sanctions or other legal remedies in accordance with California Welfare and Institutions Code section 10605, or California Government Code sections 11135 - 11139.5, as amended, or any other laws or regulations, or the issue may be referred to the appropriate federal agency for further compliance action and enforcement of this Assurance of Compliance.

THIS ASSURANCE OF COMPLIANCE is binding on Contractor as long as Contractor is receiving federal or state funding pursuant to the Agreement to which this Assurance of Compliance is attached.

REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS

BOARD MEETING DATE: February 5, 2019

CATEGORY: Consent - Public Works-7.

SUBJECT:

Big Bend Road – PG&E Easement Agreement

DEPARTMENT: Public Works

Supervisory District No. : 3

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

STAFF REPORT APPROVED BY: Pat Minturn, Public Works Director

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

RECOMMENDATION

Take the following actions regarding Big Bend Road (7M01) and Cove Road (7L002): (1) Approve and authorize the Public Works Director to sign an Easement Agreement for road right-of-way along Big Bend Road (7M01) and Cove Road (7L002); and (2) accept the Easement conveying right of way for road purposes.

SUMMARY

PG&E proposes to grant right-of-way for Big Bend Road (7M01) and Cove Road (7L002).

DISCUSSION

Pacific Gas & Electric (PG&E) operates hydroelectric facilities along the Pit River in northeastern Shasta County. Vast tracts of land were acquired in conjunction with these facilities. PG&E is divesting their surplus lands to appropriate recipients for conservation purposes. Pending transactions would convey lands to the University of California and CAL FIRE. Big Bend Road and Cove Road traverse the subject lands and the County asserts an easement. PG&E proposes to perfect the County's right-of-way. The proposed easement is 60 feet wide together with rights to maintain adjacent cut and fill slopes for road purposes.

ALTERNATIVES

The Board may decline to accept the proposed easement. Our current rights remain valid and defensible.

OTHER AGENCY INVOLVEMENT

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

FINANCING

Adequate funds to manage County road rights-of-way are included in the Adopted 2018/19 Road Fund Budget. There is no General Fund impact.

ATTACHMENTS:

Description	Upload Date	Description
PG&E Easement Agreement	1/28/2019	PG&E Easement Agreement

LD 2436-01-10007

Road Easement to County of Shasta

RECORDING REQUESTED BY, AND
WHEN RECORDED RETURN TO:

PACIFIC GAS AND ELECTRIC COMPANY
245 Market Street, N10A, Room 1015
P.O. Box 770000
San Francisco, CA 94177
Attention: Land Agent

Location: Uninc. Shasta County

Recording Fee \$0.00 (Government Code Section 27383)

Document Transfer Tax \$0.00 (Revenue and Taxation Code Section 11922)

NO FEE – COUNTY BUSINESS

Signature of declarant or agent determining tax

(A portion of APN 021-250-003, & 007, 027-020-002, and 027-260-002 & 003)

**EASEMENT AGREEMENT
(Road Easement to County of Shasta)**

This Easement Agreement (“**Agreement**”) is made and entered into this _____ day of _____, 201__ (the “**Effective Date**”) by PACIFIC GAS AND ELECTRIC COMPANY, a California corporation, hereinafter called “**PG&E**”, and the COUNTY OF SHASTA, a Municipal Corporation of the State of California, hereinafter called “**Grantee**.”

RECITALS

A. PG&E owns certain real property within the County of Shasta, State of California, more particularly described in **Exhibit A**, attached hereto and made a part hereof (hereinafter, the “**Property**”).

B. Grantee uses an existing road on the Property and in connection therewith, Grantee has requested that PG&E grant an easement for the excavation, installation, construction, reconstruction, repair, maintenance and use of such road.

C. PG&E is willing to grant such easement on the terms and subject to the conditions set forth herein.

Now, therefore, in consideration of Grantee’s agreement to pay the sum of zero Dollars (\$_0.00____), and for other good and valuable consideration, receipt of which is hereby acknowledged, PG&E and Grantee agree as follows:

1. Grant of Easement(s): PG&E hereby grants to Grantee, upon the terms and conditions set forth in this Agreement, the following easement:

Road Improvements, Grading and Support. A non-exclusive easement to excavate, install, construct, reconstruct, repair, replace, maintain and use road improvements, together with associated grading, support and landscaping on and in a portion of the Property (the “**Easement Area**”) described in **Exhibit B** attached hereto and made a part hereof. Grantee shall have the right of grading the Easement Area for the full width thereof and to extend the cuts and fills for such grading into and on adjacent lands of PG&E along and outside of the Easement Area to such extent as Grantee may find reasonably necessary.

2. Limitations on Use.

(a) The Easement Area and any facilities permitted to be constructed thereon are to be used by Grantee only for those uses permitted in Section 1 above, and for no other purpose.

(b) PG&E reserves the right to restrict access to the Easement Area or any portion or portions thereof in the event of fire, earthquake, storm, riot, civil disturbance, or other casualty or emergency, or in connection with PG&E’s response thereto, or if emergency repairs or maintenance are required to PG&E facilities within or in the vicinity of the Easement Area, or otherwise when PG&E deems it advisable to do so, including in connection with events and emergencies occurring or affecting PG&E’s business operations located elsewhere than in the immediate vicinity of the Property.

(c) Grantee shall not erect or construct any building or other structure other than the road improvements specifically authorized by this Agreement, nor shall Grantee drill or operate any well, within five (5) feet of any of PG&E’s electric or gas facilities.

3. Condition of Easement Area. Grantee accepts the Easement Area in its existing physical condition, without warranty by PG&E or any duty or obligation on the part of PG&E to maintain the Easement Area. Grantee acknowledges that one or more of the following (collectively, “**Potential Environmental Hazards**”) may be located in, on or underlying the Property and/or the Easement Area:

(a) electric fields, magnetic fields, electromagnetic fields, electromagnetic radiation, power frequency fields, and extremely low frequency fields, however designated, and whether emitted by electric transmission lines, other distribution equipment or otherwise (“**EMFs**”);

(b) Hazardous Substances (as hereinafter defined). For purposes hereof, the term “**Hazardous Substances**” means any hazardous or toxic material or waste which is or becomes regulated by Legal Requirements (as hereinafter defined) relating to the protection of human health or safety, or regulating or relating to industrial hygiene or environmental conditions, or the protection of the environment, or pollution or contamination of the air, soil, surface water or groundwater, including, but not limited to, laws, requirements and regulations pertaining to reporting, licensing, permitting, investigating and remediating emissions, discharges, releases or threatened releases of such substances into the air, surface water, or land, or relating to the

manufacture, processing, distribution, use, treatment, storage, disposal, transport or handling of such substances. Without limiting the generality of the foregoing, the term Hazardous Substances includes any material or substance:

(1) now or hereafter defined as a “hazardous substance,” “hazardous waste,” “hazardous material,” “extremely hazardous waste,” “restricted hazardous waste” or “toxic substance” or words of similar import under any applicable local, state or federal law or under the regulations adopted or promulgated pursuant thereto, including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. §§9601 et seq. (“CERCLA”); the Resource Conservation and Recovery Act of 1976, 42 U.S.C. §§6901 et seq.; the Clean Air Act, 42 U.S.C. §§7401 et seq.; the Clean Water Act, 33 U.S.C. §§1251 et seq.; the Toxic Substance Control Act, 15 U.S.C. §§2601 et seq.; the Federal Insecticide, Fungicide, and Rodenticide Act, 7 U.S.C. §§136 et seq.; the Atomic Energy Act of 1954, 42 U.S.C. §§2014 et seq.; the Nuclear Waste Policy Act of 1982, 42 U.S.C. §§10101 et seq.; the California Hazardous Waste Control Law, Cal. Health and Safety Code §§25100 et seq.; the Porter-Cologne Water Quality Control Act, Cal. Water Code §§13000 et seq.; the Carpenter-Presley-Tanner Hazardous Substance Account Act (Health and Safety Code §§25300 et seq.); and the Medical Waste Management Act (Health and Safety Code §§25015 et seq.); or

(2) which is toxic, explosive, corrosive, flammable, infectious, radioactive, carcinogenic, mutagenic or otherwise hazardous, and is now or hereafter regulated as a Hazardous Substance by the United States, the State of California, any local governmental authority or any political subdivision thereof, or which cause, or are listed by the State of California as being known to the State of California to cause, cancer or reproductive toxicity; or

(3) the presence of which on the Property poses or threatens to pose a hazard to the health or safety of persons on or about the Property or to the environment; or

(4) which contains gasoline, diesel fuel or other petroleum hydrocarbons; or

(5) which contains lead-based paint or other lead contamination, polychlorinated biphenyls (“PCBs”) or asbestos or asbestos-containing materials or urea formaldehyde foam insulation; or

(6) which contains radon gas;

(c) fuel or chemical storage tanks, energized electrical conductors or equipment, or natural gas transmission or distribution pipelines; and

(d) other potentially hazardous substances, materials, products or conditions.

Grantee shall be solely responsible for the health and safety of, and shall take all necessary precautions to protect, its employees, contractors, consultants, agents and invitees, including, without limitation, the general public (“**Grantee’s Representatives**”) from risks of harm from Potential Environmental Hazards. Grantee acknowledges that it has previously evaluated the condition of the Easement Area and all matters affecting the suitability of the Easement Area for

the uses permitted by this Agreement, including, but not limited to, the Potential Environmental Hazards listed herein.

4. Grantee's Covenants. Grantee hereby covenants and agrees:

(a) Construction of Improvements. Grantee agrees to construct and install, at no cost to PG&E, such facilities and improvements ("**Improvements**") as may be necessary and appropriate for Grantee's permitted use, as specified in Section 1. All such construction shall be performed in accordance with detailed plans and specifications ("**Plans**") previously approved by PG&E, and shall comply with all Legal Requirements, as defined below in Section 4(b). Before commencing construction of any Improvements, Grantee shall obtain all permits, authorizations or other approvals, at Grantee's sole cost and expense as may be necessary for such construction. Without limiting the generality of the foregoing, Grantee shall be responsible for complying with any and all applicable requirements of the National Environmental Policy Act ("**NEPA**") and the California Environmental Quality Act ("**CEQA**") and satisfying, at Grantee's sole expense, any and all mitigation measures under CEQA that may apply to Grantee's proposed occupancy and use of the Easement Area, and to the construction, maintenance and use of Grantee's proposed Improvements and facilities. Grantee shall promptly notify PG&E of any and all proposed mitigation measures that may affect PG&E or the Property. If PG&E determines in good faith that any such mitigation measures may adversely affect PG&E or the Property, or impose limitations on PG&E's ability to use the Property as specified in Section 8, then PG&E shall have the right, without liability to Grantee, to give notice of termination of this Agreement to Grantee, whereupon this Agreement and the rights granted to Grantee shall terminate and revert in PG&E, unless within ten (10) days following delivery of such notice, Grantee gives notice to PG&E by which Grantee agrees to modify its proposed Project (as that term is defined under CEQA) so as to eliminate the necessity for such mitigation measures. In the event of such termination, PG&E and Grantee shall each be released from all obligations under this Agreement, except those which expressly survive termination. Grantee acknowledges and agrees that PG&E's review of Grantee's Plans is solely for the purpose of protecting PG&E's interests, and shall not be deemed to create any liability of any kind on the part of PG&E, or to constitute a representation on the part of PG&E or any person consulted by PG&E in connection with such review that the Plans or the Improvements contemplated by such Plans are adequate or appropriate for any purpose, or comply with applicable Legal Requirements. Grantee shall not commence construction or installation of any Improvements without the prior written consent of PG&E, which consent shall not be unreasonably withheld, conditioned or delayed, and the prior consent, to the extent required by applicable law or regulation, of the California Public Utilities Commission (hereinafter, "**CPUC**");

(b) Compliance with Laws. Grantee shall, at its sole cost and expense, promptly comply with (a) all laws, statutes, ordinances, rules, regulations, requirements or orders of municipal, state, and federal authorities now in force or that may later be in force, including, but not limited to, those relating to the generation, use, storage, handling, treatment, transportation or disposal of Hazardous Substances, as defined herein, or to health, safety, noise, environmental protection, air quality or water quality; (b) the conditions of any permit, occupancy certificate, license or other approval issued by public officers relating to Grantee's use or occupancy of the Easement Area; and (c) with any liens, encumbrances, easements, covenants, conditions, restrictions and servitudes (if any) of record, or of which Grantee has notice, which may be applicable to the Easement Area (collectively, "**Legal Requirements**"), regardless of when they

become effective, insofar as they relate to the use or occupancy of the Easement Area by Grantee. Grantee shall furnish satisfactory evidence of such compliance upon request by PG&E. The judgment of any court of competent jurisdiction, or the admission of Grantee in any action or proceeding against Grantee, whether or not PG&E is a party in such action or proceeding, that Grantee has violated any Legal Requirement relating to the use or occupancy of the Easement Area, shall be conclusive of that fact as between PG&E and Grantee.

(c) Notice of Enforcement Proceedings. Grantee agrees to notify PG&E in writing within three (3) business days of any investigation, order or enforcement proceeding which in any way relates to the Property, or to any contamination or suspected contamination on, within or underlying the Property. Such notice shall include a complete copy of any order, complaint, agreement, or other document which may have been issued, executed or proposed, whether draft or final;

(d) Non-Interference. Grantee agrees not to interfere in any way or permit any interference with the use of the Property by PG&E and other entitled persons. Interference shall include, but not be limited to, any activity by Grantee that places any of PG&E's gas or electric facilities in violation of any of the provisions of General Order Nos. 95 (Overhead Electric), 112E (Gas), and 128 (Underground Electric) of the CPUC or to any other Legal Requirements under which the operations of utility facilities are controlled or regulated. Grantee shall not erect, handle, or operate any tools, machinery, apparatus, equipment, or materials closer to any of PG&E's high-voltage electric conductors than the minimum clearances set forth in the High-Voltage Electrical Safety Orders of the California Division of Industrial Safety; which minimum clearances are incorporated herein by reference; but in no event closer than ten (10) feet to any energized electric conductors or appliances. Grantee shall not drill, bore, or excavate within thirty (30) feet of any of PG&E's underground facilities, including, but not limited to, gas pipelines, valves, regulators, electric conduits, tower footings or foundations. Grantee shall provide notice to Underground Service Alert at 1-800-227-2600 at least two (2) business days prior to commencing any drilling, boring or excavating permitted hereunder to assist Grantee with locating any and all underground facilities, including, but not limited to, gas pipelines, valves, regulators or electric conduits;

(e) Avoiding Dangerous Activities. Grantee agrees to conduct its activities and operations within and on the Easement Area in such a manner so as not to endanger the Property, PG&E's utility facilities, the environment and human health and safety. Grantee shall not cause or permit any Hazardous Substances, as defined herein, to be brought upon, produced, stored, used, discharged or disposed of on, or in the vicinity of the Property, except in compliance with all applicable Legal Requirements. Grantee shall be responsible for the cost of remediating any discharge or release of Hazardous Substances resulting from or arising in connection with Grantee's use of the Property, and shall immediately notify PG&E and the appropriate regulatory authorities where required by law, of any such release. If PG&E determines that Grantee's activities in any way endanger the Property, PG&E's utility facilities, the environment, or human health and safety, PG&E may, in PG&E's sole and absolute discretion, require that Grantee halt such activities until appropriate protective measures are taken to PG&E's satisfaction. Grantee shall hold PG&E harmless from any claims resulting from any delay under this paragraph. PG&E's right to halt activities under this paragraph shall not in any way affect or alter Grantee's insurance or indemnity obligations under this Agreement, nor shall it relieve Grantee from any of its obligations hereunder that pertain to health, safety, or the protection of the environment;

(f) Maintenance. Grantee agrees to maintain its facilities and Improvements in good condition and repair, and be responsible for the security of, the facilities installed hereunder;

(g) Repairing Damage. Grantee agrees to repair any damage it may cause to PG&E's facilities and improvements in or around said Easement Area;

(h) Coordination. Grantee agrees to coordinate all activities regarding the easements granted herein to reasonably minimize any interference and inconvenience with the use by PG&E of the Easement Area and PG&E's adjoining lands, and;

(i) PG&E Right to Cure. Grantee agrees that if Grantee fails to perform any act or other obligation on its part to be performed hereunder, and such failure is not remedied within fifteen (15) days following notice from PG&E (or in the case of an emergency, following such notice, if any, as may be reasonably practicable under the existing circumstances), PG&E may (but without obligation to do so, and without waiving or releasing Grantee from any of its obligations) perform any such act or satisfy such obligation, or otherwise remedy such emergency or such failure on the part of Grantee. All costs incurred by PG&E in responding to or remedying such failure by Grantee shall be payable by Grantee to PG&E on demand.

5. Indemnification; Release.

(a) Grantee shall, to the maximum extent permitted by law, indemnify, protect, defend and hold harmless PG&E, its parent corporation, subsidiaries and affiliates, and their respective officers, managers, directors, representatives, agents, employees, transferees, successors and assigns (each, an "**Indemnatee**" and collectively, "**Indemnitees**") from and against all claims, losses (including, but not limited to, diminution in value), actions, demands, damages, costs, expenses (including, but not limited to, experts fees and reasonable attorneys' fees and costs) and liabilities of whatever kind or nature (collectively, "**Claims**"), which arise from or are in any way connected with the occupancy or use of the Easement Area by Grantee or Grantee's Representatives, or the exercise by Grantee of its rights hereunder, or the performance of, or failure to perform, Grantee's duties under this Agreement, including, but not limited to, Claims arising out of: (1) injury to or death of persons, including but not limited to employees of PG&E or Grantee (and including, but not limited to, injury due to exposure to EMFs and other Potential Environmental Hazards in, on or about the Property); (2) injury to property or other interest of PG&E, Grantee or any third party; (3) violation of any applicable federal, state, or local laws, statutes, regulations, or ordinances, including all Legal Requirements relating to human health or the environment, and including any liability which may be imposed by law or regulation without regard to fault; excepting only with respect to any Indemnatee, to the extent of any Claim arising from the sole negligence or willful misconduct of such Indemnatee. Without limiting the generality of the foregoing, Grantee shall, to the maximum extent permitted by law, indemnify, protect, defend and hold Indemnitees harmless from and against Claims arising out of or in connection with any work of improvement constructed or installed at or on, labor performed on, or materials delivered to, or incorporated in any improvements constructed on, the Easement Area by, or at the request or for the benefit of, Grantee. In the event any action or proceeding is brought against any Indemnatee for any Claim against which Grantee is obligated to indemnify or provide a defense hereunder, Grantee upon written notice from PG&E shall defend such action or proceeding at

Grantee's sole expense by counsel approved by PG&E, which approval shall not be unreasonably withheld, conditioned or delayed.

(b) Grantee acknowledges that all Claims arising out of or in any way connected with releases or discharges of any Hazardous Substance, or the exacerbation of a Potential Environmental Hazard, occurring as a result of or in connection with Grantee's use or occupancy of the Easement Area or the surrounding Property, or any of the activities of Grantee and Grantee's Representatives, and all costs, expenses and liabilities for environmental investigations, monitoring, containment, abatement, removal, repair, cleanup, restoration, remediation and other response costs, including reasonable attorneys' fees and disbursements and any fines and penalties imposed for the violation of Legal Requirements relating to the environment or human health, are expressly within the scope of the indemnity set forth above.

(c) Grantee's use of the Property shall be at its sole risk and expense. Grantee accepts all risk relating to its occupancy and use of the Easement Area. PG&E shall not be liable to Grantee for, and Grantee hereby waives and releases PG&E and the other Indemnitees from, any and all liability, whether in contract, tort or on any other basis, for any injury, damage, or loss resulting from or attributable to any occurrence on or about the Easement Area, the condition of Easement Area, or the use or occupancy of the Easement Area.

(d) Grantee shall, to the maximum extent permitted by law, indemnify, protect, defend and hold Indemnitees harmless against claims, losses, costs (including, but not limited to, attorneys' fees and costs), liabilities and damages resulting from the failure of Grantee, or any of its contractors or subcontractors, to comply with the insurance requirements set forth in **Exhibit C**, attached hereto and made a part hereof. If Grantee fails to so indemnify, protect, defend or hold harmless any Indemnitee, then at PG&E's option, this Agreement shall terminate, and the estate and interest herein granted to Grantee shall revert to and revest in PG&E, if such failure continues for five (5) days following the giving of written notice of termination to Grantee, unless within such time such failure is cured to the reasonable satisfaction of PG&E.

(e) The provisions of this Section 5 shall survive the termination of this Agreement.

6. Additional Facilities. Grantee shall not install any additional facilities or improvements in, on, under or over the Easement Area without the prior written consent of PG&E, which consent may be granted or withheld in PG&E's sole and absolute discretion, and the prior consent, to the extent required by applicable law or regulation, of the CPUC. Grantee shall submit plans for installation of any proposed additional facilities within the Easement Area to PG&E for its written approval at the address specified in Section 12.

7. Abandonment; Termination. In the event Grantee abandons the facilities installed hereunder, this Agreement shall terminate and all of the easements and other rights of Grantee hereunder shall revert to PG&E. The non-use of such facilities for a continuous period of two (2) years, unless such nonuse is due to factors outside Grantee's reasonable control, in which case such period is extended to four (4) years, shall be conclusive evidence of such abandonment. Upon any termination of this Agreement, Grantee shall remove, at no cost to PG&E, such of Grantee's facilities and equipment installed pursuant to this Agreement as PG&E may specify. Upon any

termination of this Agreement, Grantee shall execute, acknowledge and deliver to PG&E a quitclaim deed or such other documents or instruments, in a form reasonably acceptable to PG&E, as may be reasonably necessary to eliminate this Agreement as an encumbrance on the title to the Easement Area or any larger parcel of property containing the Easement Area.

8. Reserved Rights. PG&E reserves the right to use the Easement Area for any and all purposes which will not unreasonably interfere with Grantee's facilities. Without limiting the generality of the foregoing:

(a) PG&E reserves the right to make use the Easement Area for such purposes as it may deem necessary or appropriate if, and whenever, in the interest of its service to its patrons or consumers or the public, it shall appear necessary or desirable to do so.

(b) Grantee acknowledges that PG&E may have previously granted, and may in the future grant, certain rights in and across the Easement Area to others, and the use of the word "grant" in this Agreement shall not be construed as a warranty or covenant by PG&E that there are no such other rights.

(c) Grantee shall not make use of the Easement Area in any way which will endanger human health or the environment, create a nuisance or otherwise be incompatible with the use of the Easement Area, the Property, or PG&E's adjacent property, by PG&E or others entitled to use such property.

(d) This grant is made subject to all applicable provisions of General Order No. 95 (Overhead Electric), General Order 112E (Gas) and General Order No. 128 (Underground Electric) of the CPUC, in like manner as though said provisions were set forth herein.

9. Governmental Approvals. This Agreement shall not become effective, notwithstanding that it may have been executed and delivered by the parties, and Grantee shall not commence construction or other activities hereunder, unless and until the CPUC approves this Agreement and the easements granted and other transactions contemplated hereby (including the adequacy of the compensation to be paid by Grantee), by an order which is final, unconditional and unappealable (including exhaustion of all administrative appeals or remedies before the CPUC). Grantee further acknowledges and agrees that PG&E makes no representation or warranty regarding the prospects for CPUC approval, and Grantee hereby waives all Claims against PG&E which may arise out of the need for such CPUC approval or the failure of the CPUC to grant such approval. This Agreement is made subject to all the provisions of such approval, as more particularly set forth in CPUC Decision D-_____ (Application No. _____), in like manner as though said provisions were set forth in full herein.

10. Compliance; Insurance. PG&E shall have a right to access and inspect the Easement Area at any time to confirm Grantee's compliance with Legal Requirements and the provisions of this Agreement. Prior to the Effective Date of this Agreement, Grantee shall procure, and thereafter Grantee shall carry and maintain in effect at all times during the term of the Agreement, with respect to the Easement Area and the use, occupancy and activities of Grantee and Grantee's Representatives on or about the Easement Area, the insurance specified in **Exhibit C**, attached hereto and made a part hereof by this reference, provided that PG&E reserves the right

to review and modify from time to time the coverages and limits of coverage required hereunder, as well as the deductibles and/or self-insurance retentions in effect from time to time (but PG&E agrees that it will not increase required coverage limits more often than once in any five-year period). All insurance required under this Agreement shall be effected under valid, enforceable policies issued by insurers of recognized responsibility, as reasonably determined by PG&E, and shall be written on forms and with insurance carriers acceptable to PG&E. For so long as Grantee is an agency or instrumentality of the United States of America, the State of California or any political subdivision thereof, then Grantee may elect to self-insure for any or all of the required coverage. If Grantee is permitted to self-insure hereunder and elects to do so, Grantee shall be liable to PG&E for the full equivalent of insurance coverage which would have been available to PG&E if all required insurance policies had been obtained by Grantee from a third party insurer, in the form required by this Agreement, and shall pay on behalf of or indemnify PG&E for all amounts which would have been payable by the third party insurer. In addition, Grantee shall act with the same promptness and subject to the same standards of good faith as would apply to a third-party insurance company. Grantee is also responsible for causing its agents, contractors and subcontractors to comply with the insurance requirements of this Agreement at all relevant times (provided, however, that Grantee, in the exercise of its reasonable judgment, may permit contractors and subcontractors to maintain coverages and limits lower than those required of Grantee, provided the coverages and limits required by Grantee are commercially reasonable in light of applicable circumstances). Any policy of liability insurance required to be maintained hereunder by Grantee may be maintained under a so-called "blanket policy" insuring other locations and/or other persons, so long as PG&E is specifically named as an additional insured under such policy and the coverages and amounts of insurance required to be provided hereunder are not thereby impaired or diminished. In addition, liability insurance coverages may be provided under single policies for the full limits, or by a combination of underlying policies with the balance provided by excess or umbrella liability insurance policies.

For so long as Grantee (a) is an agency or instrumentality of the United States of America, the State of California or any political subdivision thereof, or (b) is a public utility (as that term is defined in the California Public Utilities Code), or (c) maintains a net worth (measured in accordance with generally accepted accounting principles applicable to public utility companies) not less than twenty (20) times the limit of liability (per-occurrence) from time to time required hereunder for Grantee's Commercial General Liability Insurance coverage (or if such coverage is no longer available, its replacement); then Grantee may elect to self-insure for any or all of the required coverage. If Grantee is permitted to self-insure hereunder and elects to do so, Grantee shall be liable to PG&E for the full equivalent of insurance coverage which would have been available to PG&E if all required insurance policies had been obtained by Grantee from a third party insurer, in the form required by this Agreement, and shall pay on behalf of or indemnify PG&E for all amounts which would have been payable by the third party insurer. In addition, Grantee shall act with the same promptness and subject to the same standards of good faith as would apply to a third-party insurance company.

11. Mechanics' Liens. Grantee shall keep the Property free and clear of all mechanics', material suppliers' or similar liens, or claims thereof, arising or alleged to arise in connection with any work performed, labor or materials supplied or delivered, or similar activities performed by Grantee or at its request or for its benefit. If any mechanics' liens are placed on the Property in connection with the activities or facilities set forth in this Agreement, Grantee shall promptly cause

such liens to be released and removed from title, either by payment or by recording a lien release bond in the manner specified in California Civil Code Section 3143 or any successor statute.

12. Notice. Any notices or communications hereunder shall be in writing and shall be personally delivered or sent by first class mail, certified or registered, postage prepaid, or sent by national overnight courier, with charges prepaid for next business day delivery, addressed to the addressee party at its address or addresses listed below, or to such other address or addresses for a party as such party may from time to time designate by notice given to the other party. Notices shall be deemed received upon actual receipt by the party being sent the notice, or on the following business day if sent by overnight courier, or on the expiration of three (3) business days after the date of mailing.

If to PG&E:

Pacific Gas and Electric Company
Attention: Manager, Hydro Support
Sarah Hug
111 Stony Circle
Santa Rosa, CA 95401

With a copy to:

Pacific Gas and Electric Company
Law Department
77 Beale Street, Mail Code B3OA
San Francisco, California 94120
Attention: Director & Counsel, Contracts Section (Real Estate)

If to Grantee:

Shasta County Department of Public Works
1855 Placer Street
Redding, CA 96001-1759
Attention: Brandon Magby

13. Governing Law. This Agreement shall in all respects be interpreted, enforced, and governed by and under the laws of the State of California.

14. Entire Agreement. This Agreement supersedes all previous oral and written agreements between and representations by or on behalf of the parties and constitutes the entire agreement of the parties with respect to the subject matter hereof. This Agreement may not be amended except by a written agreement executed by both parties.

15. Binding Effect. This Agreement and the covenants and agreements contained herein shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective heirs, successors and assigns (subject to the provisions of Section 16). No assignment or delegation by Grantee, whether by operation of law or otherwise, shall relieve Grantee of any of its

duties, obligations or liabilities hereunder, in whole or in part. The covenants of PG&E hereunder shall run with the land.

16. Assignment. Grantee shall not assign, convey, encumber (other than as may be specifically permitted by the terms of this Agreement), or otherwise transfer the easements and other rights herein conveyed, or any portion thereof or interest herein, without the prior written consent of PG&E. Such consent may be given or withheld by PG&E for any reason or for no reason, provided, however, that notwithstanding the foregoing, PG&E agrees that its consent will not be unreasonably withheld, delayed or conditioned in the case of a proposed transfer or dedication to a governmental agency. Grantee acknowledges and agrees that in any instance where PG&E is required not to unreasonably withhold its consent, it shall be reasonable for PG&E to withhold its consent if any regulatory agency having or asserting jurisdiction over PG&E or the Easement Area, or having or claiming a right to review and/or approve the proposed transfer, fails to grant approval thereof (or imposes conditions on such approval which are not acceptable to PG&E, in its reasonable discretion). Grantee further acknowledges and agrees that in any instance where PG&E is required not to unreasonably delay giving or withholding its consent, it shall be reasonable for PG&E to make application for approval to any regulatory agency having or asserting jurisdiction, and to defer the giving or withholding of consent, without liability hereunder for delay, during the pendency and for a reasonable time following the conclusion of any such regulatory proceedings.

17. Attorneys' Fees. Should either party bring an action against the other party, by reason of or alleging the failure of the other party with respect to any or all of its obligations hereunder, whether for declaratory or other relief, then the party which prevails in such action shall be entitled to its reasonable attorneys' fees (of both in-house and outside counsel) and expenses related to such action, in addition to all other recovery or relief. A party shall be deemed to have prevailed in any such action (without limiting the generality of the foregoing) if such action is dismissed upon the payment by the other party of the sums allegedly due or the performance of obligations allegedly not complied with, or if such party obtains substantially the relief sought by it in the action, irrespective of whether such action is prosecuted to judgment. Attorneys' fees shall include, without limitation, fees incurred in discovery, contempt proceedings and bankruptcy litigation, and in any appellate proceeding. The non-prevailing party shall also pay the attorney's fees and costs incurred by the prevailing party in any post-judgment proceedings to collect and enforce the judgment. The covenant in the preceding sentence is separate and several and shall survive the merger of this provision into any judgment on this Agreement. For purposes hereof, the reasonable fees of PG&E's in-house attorneys who perform services in connection with any such action shall be recoverable, and shall be based on the fees regularly charged by private attorneys with the equivalent number of years of experience in the relevant subject matter area of the law, in law firms in the City of San Francisco with approximately the same number of attorneys as are employed by PG&E's Law Department.

18. No Waiver. No waiver with respect to any provision of this Agreement shall be effective unless in writing and signed by the party against whom it is asserted. No waiver of any provision of this Agreement by a party shall be construed as a waiver of any subsequent breach or failure of the same term or condition, or as a waiver of any other provision of this Agreement.

19. No Offsets. Grantee acknowledges that PG&E is executing this Agreement in its capacity as the owner of the Easement Area, and not in its capacity as a public utility company or provider of electricity and natural gas. Notwithstanding anything to the contrary contained herein, no act or omission of Pacific Gas and Electric Company or its employees, agents or contractors as a provider of electricity and natural gas shall abrogate, diminish, or otherwise affect the respective rights, obligations and liabilities of PG&E and Grantee under this Agreement. Further, Grantee covenants not to raise as a defense to its obligations under this Agreement, or assert as a counterclaim or cross-claim in any litigation or arbitration between PG&E and Grantee relating to this Agreement, any claim, loss, damage, cause of action, liability, cost or expense (including, but not limited to, attorneys' fees) arising from or in connection with Pacific Gas and Electric Company's provision of (or failure to provide) electricity and natural gas.

20. No Dedication. Nothing contained in this Agreement shall be deemed to be a gift or dedication of land or rights to the general public. The right of the public or any person, including Grantee, to make any use whatsoever of the Easement Area or any portion thereof, other than as expressly permitted herein or as expressly allowed by a recorded map, agreement, deed or dedication, is by permission and is subject to the control of PG&E in its sole discretion.

21. No Third Party Beneficiary. This Agreement is solely for the benefit of the parties hereto and their respective successors and permitted assigns, and, except as expressly provided herein, does not confer any rights or remedies on any other person or entity.

22. Captions. The captions in this Agreement are for reference only and shall in no way define or interpret any provision hereof.

23. Time. Except as otherwise expressly provided herein, the parties agree that as to any obligation or action to be performed hereunder, time is of the essence.

24. Severability. If any provision of this Agreement shall be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and each provision of this Agreement shall be valid and enforced to the full extent permitted by law, provided the material provisions of this Agreement can be determined and effectuated.

25. Counterparts. This Agreement may be executed in identical counterpart copies, each of which shall be an original, but all of which taken together shall constitute one and the same agreement.

26. Other Documents. Each party agrees to sign any additional documents or permit applications which may be reasonably required to effectuate the purpose of this Agreement. Provided, however, that PG&E will not be required to take any action or execute any document that would result in any cost, expense or liability to PG&E.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first set forth above.

PACIFIC GAS AND ELECTRIC COMPANY,
a California corporation

COUNTY OF SHASTA,
a Public Body of the State of California

By: _____

By: _____

Its: _____

Its: _____

Exhibits A, B and C attached

APPROVED AS TO FORM:

David M. Yorton, Jr. 1/28/19
DAVID M. YORTON, JR.
Senior Deputy County Counsel

Administrative Information Block

Attach to LD: 2436-01-10007

Area, Region or Location: 3

Land Service Office: Sacramento

Line of Business: Hydro (24)

Business Doc Type: Conveyances Out

MTRSQ: 24.36.01.26.44, 24.36.01.26.41, 24.36.01.26.14, 24.36.01.26.11, 24.36.01.26.43, 24.36.01.26.42, 24.36.01.26.13, 24.36.01.26.12, 24.36.01.26.34, 24.36.01.26.31, 24.36.01.26.24, 24.36.01.26.21, 24.36.01.26.33, 24.36.01.26.32, 24.36.01.26.23, 24.36.01.26.22, 24.36.01.27.24, 24.36.01.27.21, 24.36.01.27.23, 24.36.01.27.22, 24.36.01.34.14, 24.36.01.34.11, 24.36.01.34.13, 24.36.01.34.12, 24.36.01.35.44, 24.36.01.35.41, 24.36.01.35.14, 24.36.01.35.11, 24.36.01.35.43, 24.36.01.35.42, 24.36.01.35.13, 24.36.01.35.12, 24.36.01.35.34, 24.36.01.35.31, 24.36.01.35.24, 24.36.01.35.21, 24.36.01.35.33, 24.36.01.35.32, 24.36.01.35.23, 24.36.01.35.22, 24.35.01.02.44, 24.35.01.02.41, 24.35.01.02.43, 24.35.01.02.42, 24.35.01.03.14, 24.35.01.03.11, 24.35.01.03.13, 24.35.01.03.12, 24.35.01.03.24, 24.35.01.03.21, 24.35.01.03.23, 24.35.01.03.22,

FERC License Number: NA

PG&E Drawing Number: NA

Plat No.: NA

LD of Affected Documents: NA

LD of Cross Referenced Documents: NA

Type of interest: Easements Granted over Fee Lands (11C), Land Conservation and Conveyance Plans (77), Road Rights (7)

SBE Parcel: 135-45-84B-22, 26, & 135-45-85A-4

% Being Quitclaimed: NA

Order or PM: 2025565

JCN: NA

County: Shasta

Utility Notice Number: NA

851 Approval Application No: _____ ;Decision: _____

Prepared By: bms2

Checked By: s2p0

Approved By: _____

II

COUNTY OF SHASTA

STATE OF CALIFORNIA

EASEMENT AGREEMENT

(CERTIFICATE OF ACCEPTANCE, GOVERNMENT CODE, SECTION 27281)

PACIFIC GAS AND ELECTRIC COMPANY

TO

COUNTY OF SHASTA

(CERTIFICATE OF ACCEPTANCE, GOVERNMENT CODE, SECTION 27281)

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

IN WITNESS WHEREOF, I have hereunto set my hand this ____ day of _____, 20____.

LAWRENCE G. LEES
Clerk of the Board of Supervisors

By _____
Deputy

FROM: PG&E
TO: SHASTA COUNTY

JANUARY 18, 2019
2263.08

EXHIBIT A

THOSE CERTAIN PARCELS OF LAND SITUATE IN THE COUNTY OF SHASTA, STATE OF CALIFORNIA, INCLUDED WITHIN SECTIONS 26, 35, AND 36, TOWNSHIP 36 NORTH, RANGE 1 WEST, AND SECTIONS 1, 3, 10 AND 11, TOWNSHIP 35 NORTH, RANGE 1 WEST, ALL M.D.M., BEING A PORTION OF THE LANDS DESCRIBED IN THE DEED RECORDED IN VOLUME 14 OF OFFICIAL RECORDS, AT PAGE 220, VOLUME 131 OF DEEDS AT PAGE 31, VOLUME 104 OF DEEDS AT PAGE 92, AND VOLUME 128 OF DEEDS AT PAGE 113, SHASTA COUNTY RECORDS, DESCRIBED AS FOLLOWS:

STRIP 1

A STRIP OF LAND 60.00 FEET IN WIDTH, THE CENTERLINE OF WHICH IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 26 FROM WHICH THE NORTHEAST CORNER THEREOF BEARS S.89°44'48"E., A DISTANCE OF 5343.73 FEET; THENCE ALONG THE NORTHERLY LINE OF SAID SECTION 26, S.89°44'48"E., A DISTANCE OF 1654.17 FEET TO A POINT ON THE CENTERLINE OF BIG BEND ROAD, SAID POINT BEING THE **TRUE POINT OF BEGINNING**;

THENCE ALONG THE CENTERLINE OF BIG BEND ROAD THE FOLLOWING COURSES:

SOUTHERLY ALONG A NON TANGENT CURVE TO THE LEFT FROM WHICH THE RADIUS POINT BEARS S.69°20'42"E, A RADIAL DISTANCE OF 4000.00 FEET THROUGH A CENTRAL ANGLE OF 03°01'08", A DISTANCE OF 210.77 FEET;

THENCE S.17°38'09"W., A DISTANCE OF 435.57 FEET;

THENCE S.18°43'15"W., A DISTANCE OF 817.62 FEET;

THENCE SOUTHERLY, A DISTANCE OF 82.20 FEET ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 700.00 FEET AND A CENTRAL ANGLE OF 06°43'40";

THENCE S.25°26'55"W., A DISTANCE OF 272.28 FEET;

THENCE SOUTHERLY, A DISTANCE OF 215.15 FEET ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 700.00 FEET AND A CENTRAL ANGLE OF 17°36'38";

THENCE S.07°50'17"W., A DISTANCE OF 119.14 FEET;

THENCE CONTINUING, S.07°50'17"W., A DISTANCE OF 330.35 FEET;

THENCE S.09°47'30"W., A DISTANCE OF 737.21 FEET;

THENCE SOUTHERLY, A DISTANCE OF 386.04 FEET ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 2500.00 FEET AND A CENTRAL ANGLE OF 08°50'50";

THENCE SOUTHERLY, A DISTANCE OF 299.96 FEET ALONG A REVERSE CURVE TO THE LEFT HAVING A RADIUS OF 5,000.00 FEET AND A CENTRAL ANGLE OF 03°26'14";

THENCE SOUTHERLY, A DISTANCE OF 267.65 FEET ALONG A REVERSE CURVE TO THE RIGHT HAVING A RADIUS OF 1,500.00 FEET AND A CENTRAL ANGLE OF 10°13'25";

THENCE S.25°25'31"W., A DISTANCE OF 343.59 FEET;

THENCE SOUTHERLY, A DISTANCE OF 158.11 FEET ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 1000.00 FEET AND A CENTRAL ANGLE OF 09°03'32";

THENCE SOUTHERLY, A DISTANCE OF 634.87 FEET ALONG A COMPOUND CURVE TO THE LEFT HAVING A RADIUS OF 2500.00 FEET AND A CENTRAL ANGLE OF 14°33'01";

THENCE S.01°48'58"W., A DISTANCE OF 495.89 FEET;

THENCE S.00°36'57"W., A DISTANCE OF 365.42 FEET;

THENCE SOUTHERLY, A DISTANCE OF 182.51 FEET ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 1000.00 FEET AND A CENTRAL ANGLE OF 10°27'26";

THENCE S.09°50'29"E., A DISTANCE OF 469.89 FEET;

THENCE S.09°13'32"E., A DISTANCE OF 428.71 FEET;

THENCE SOUTHERLY, A DISTANCE OF 267.65 FEET ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 5,000.00 FEET AND A CENTRAL ANGLE OF 03°04'02";

THENCE S.06°09'31"E., A DISTANCE OF 357.88 FEET;

THENCE SOUTHEASTERLY, A DISTANCE OF 528.64 FEET ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 620.00 FEET AND A CENTRAL ANGLE OF 48°51'12";

THENCE SOUTHEASTERLY, A DISTANCE OF 186.87 FEET ALONG A REVERSE CURVE TO THE RIGHT HAVING A RADIUS OF 1300.00 FEET AND A CENTRAL ANGLE OF 08°14'10";

THENCE S.46°46'32"E., A DISTANCE OF 150.99 FEET TO THE POINT OF INTERSECTION WITH COVE ROAD, SAID POINT HEREINAFTER REFERRED TO AS **POINT A**,

THENCE CONTINUING, S.46°46'32"E., A DISTANCE OF 66.13 FEET;

THENCE SOUTHEASTERLY, A DISTANCE OF 1,224.41 FEET ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 4,000.00 FEET AND A CENTRAL ANGLE OF 17°32'18";

THENCE S.64°18'51"E., A DISTANCE OF 56.13 FEET;

THENCE SOUTHEASTERLY, A DISTANCE OF 381.62 FEET ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 800.00 FEET AND A CENTRAL ANGLE OF 27°19'53";

THENCE S.36°58'57"E., A DISTANCE OF 115.16 FEET;

THENCE SOUTHEASTERLY, A DISTANCE OF 278.81 FEET ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 500.00 FEET AND A CENTRAL ANGLE OF 31°56'58";

THENCE S.68°55'56"E., A DISTANCE OF 143.23 FEET;

THENCE SOUTHEASTERLY, A DISTANCE OF 116.06 FEET ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 650.00 FEET AND A CENTRAL ANGLE OF 10°13'51";

THENCE S.58°42'05"E., A DISTANCE OF 286.93 FEET;

THENCE EASTERLY, A DISTANCE OF 324.83 FEET ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 650.00 FEET AND A CENTRAL ANGLE OF 28°37'57";

THENCE S.87°20'02"E., A DISTANCE OF 350.87 FEET;

THENCE EASTERLY, A DISTANCE OF 113.77 FEET ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 300.00 FEET AND A CENTRAL ANGLE OF 21°43'39";

THENCE S.65°36'23"E., A DISTANCE OF 165.27 FEET;

THENCE SOUTHEASTERLY, A DISTANCE OF 233.74 FEET ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 800.00 FEET AND A CENTRAL ANGLE OF 16°44'25";

THENCE S.48°51'58"E., A DISTANCE OF 173.99 FEET;

THENCE EASTERLY, A DISTANCE OF 741.36 FEET ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 1,100.00 FEET AND A CENTRAL ANGLE OF 38°36'55";

THENCE S.87°28'53"E., A DISTANCE OF 557.77 FEET;

THENCE EASTERLY, A DISTANCE OF 284.79 FEET ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 500.00 FEET AND A CENTRAL ANGLE OF 32°38'04";

THENCE S.54°50'49"E., A DISTANCE OF 277.70 FEET;

THENCE SOUTHEASTERLY, A DISTANCE OF 129.77 FEET ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 500.00 FEET AND A CENTRAL ANGLE OF 14°52'14";

THENCE S.69°43'03"E., A DISTANCE OF 781.96 FEET;

THENCE EASTERLY, A DISTANCE OF 194.66 FEET ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 420.00 FEET AND A CENTRAL ANGLE OF 26°33'19";

THENCE N.83°43'38"E., A DISTANCE OF 236.53 FEET;

THENCE EASTERLY, A DISTANCE OF 267.36 FEET ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 600.00 FEET AND A CENTRAL ANGLE OF 25°31'52";

THENCE S.70°44'30"E., A DISTANCE OF 303.24 FEET;

THENCE EASTERLY, A DISTANCE OF 49.03 FEET ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 300.00 FEET AND A CENTRAL ANGLE OF 09°21'51";

THENCE S.80°06'21"E., A DISTANCE OF 240.78 FEET;

THENCE EASTERLY, A DISTANCE OF 191.70 FEET ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 350.00 FEET AND A CENTRAL ANGLE OF 31°22'53";

THENCE N.68°30'46"E., A DISTANCE OF 150.49 FEET;

THENCE EASTERLY, A DISTANCE OF 143.43 FEET ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 400.00 FEET AND A CENTRAL ANGLE OF 20°32'39";

THENCE N.89°03'25"E., A DISTANCE OF 257.06 FEET;

THENCE EASTERLY, A DISTANCE OF 291.03 FEET ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 600.00 FEET AND A CENTRAL ANGLE OF 27°47'27";

THENCE N.61°15'57"E., A DISTANCE OF 65.22 FEET;

THENCE EASTERLY, A DISTANCE OF 380.68 FEET ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 270.00 FEET AND A CENTRAL ANGLE OF 80°47'00";

THENCE S.37°57'03"E., A DISTANCE OF 97.72 FEET;

THENCE SOUTHEASTERLY, A DISTANCE OF 321.02 FEET ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 600.00 FEET AND A CENTRAL ANGLE OF 30°39'20";

THENCE S.68°36'23"E., A DISTANCE OF 573.96 FEET;

THENCE SOUTHEASTERLY, A DISTANCE OF 606.36 FEET ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 380.00 FEET AND A CENTRAL ANGLE OF 91°25'34";

THENCE S.22°49'11"W., A DISTANCE OF 94.69 FEET;

THENCE SOUTHERLY, A DISTANCE OF 26.69 FEET ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 500.00 FEET AND A CENTRAL ANGLE OF 03°03'29";

THENCE S.19°45'43"W., A DISTANCE OF 158.65 FEET;

THENCE SOUTHWESTERLY, A DISTANCE OF 20.28 FEET ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 200.00 FEET AND A CENTRAL ANGLE OF 05°48'33";

THENCE S.25°34'15"W., A DISTANCE OF 234.56 FEET;

THENCE SOUTHWESTERLY, A DISTANCE OF 44.72 FEET ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 100.00 FEET AND A CENTRAL ANGLE OF 25°37'25";

THENCE S.51°11'40"W., A DISTANCE OF 37.74 FEET;

THENCE SOUTHWESTERLY, A DISTANCE OF 53.56 FEET ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 200.00 FEET AND A CENTRAL ANGLE OF 15°20'39";

THENCE S.35°51'02"W., A DISTANCE OF 113.28 FEET;

THENCE SOUTHWESTERLY, A DISTANCE OF 37.84 FEET ALONG A CURVE TO THE LEFT HAVING A RADIUS

OF 200.00 FEET AND A CENTRAL ANGLE OF 10°50'25";

THENCE S.25°00'37"W., A DISTANCE OF 191.48 FEET;

THENCE SOUTHWESTERLY, A DISTANCE OF 308.82 FEET ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 270.00 FEET AND A CENTRAL ANGLE OF 65°32'02";

THENCE N.89°27'21"W., A DISTANCE OF 170.96 FEET;

THENCE SOUTHWESTERLY, A DISTANCE OF 215.53 FEET ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 140.00 FEET AND A CENTRAL ANGLE OF 88°12'25";

THENCE S.02°20'14"W., A DISTANCE OF 254.76 FEET;

THENCE SOUTHWESTERLY, A DISTANCE OF 256.48 FEET ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 250.00 FEET AND A CENTRAL ANGLE OF 58°46'51";

THENCE S.61°07'05"W., A DISTANCE OF 181.63 FEET;

THENCE SOUTHERLY, A DISTANCE OF 313.66 FEET ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 150.00 FEET AND A CENTRAL ANGLE OF 119°48'31";

THENCE S. 58°41'27" E., A DISTANCE OF 522.98 FEET TO A POINT FROM WHICH A 3/4 INCH PIPE TAGGED "LS 2322" MARKING THE WEST ONE-QUARTER CORNER OF SECTION 6, TOWNSHIP 35 NORTH, RANGE 1 EAST, M.D.M., AS SHOWN ON THAT MAP FILED FOR RECORD IN BOOK 23 OF LAND SURVEYS AT PAGE 4, SHASTA COUNTY RECORDS, BEARS N. 46°29'49" E., A DISTANCE OF 1261.59 FEET, SAID POINT BEING THE **POINT OF TERMINATION**.

EXCEPTING THEREFROM THOSE PORTIONS LYING WITHIN THE NORTHWEST ONE-QUARTER AND THE NORTHEAST ONE-QUARTER OF THE SOUTHEAST ONE-QUARTER OF SAID SECTION 1.

STRIP 2

A STRIP OF LAND 60.00 FEET IN WIDTH, THE CENTERLINE OF WHICH IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION POINT OF BIG BEND ROAD AND COVE ROAD, SAID POINT HEREINBEFORE REFERRED TO AS **"POINT A"**;

THENCE ALONG THE CENTERLINE OF COVE ROAD THE FOLLOWING COURSES:

S.57°11'01"W., A DISTANCE OF 335.42 FEET;

THENCE SOUTHWESTERLY, A DISTANCE OF 152.19 FEET ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 300.00 FEET AND A CENTRAL ANGLE OF 29°03'57";

THENCE S.28°07'03"W., A DISTANCE OF 210.32 FEET;

THENCE SOUTHERLY, A DISTANCE OF 481.96 FEET ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 1,000.00 FEET AND A CENTRAL ANGLE OF 27°36'51";

THENCE S.00°30'13"W., A DISTANCE OF 211.23 FEET;

THENCE SOUTHERLY, A DISTANCE OF 96.53 FEET ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 500.00 FEET AND A CENTRAL ANGLE OF 11°03'41";

THENCE S.11°33'54"W., A DISTANCE OF 244.98 FEET;

THENCE S.11°33'54"W., A DISTANCE OF 177.60 FEET;

THENCE S.13°18'44"W., A DISTANCE OF 558.37 FEET;

THENCE SOUTHERLY, A DISTANCE OF 31.35 FEET ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 2000.00 FEET AND A CENTRAL ANGLE OF 00°53'54" TO A POINT ON THE SOUTHERLY LINE OF SAID SECTION 35;

THENCE CONTINUING SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 06°12'36", A DISTANCE OF 216.77 FEET;

THENCE S.06°12'15"W., A DISTANCE OF 476.86 FEET;

THENCE SOUTHERLY, A DISTANCE OF 249.64 FEET ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 1,000.00 FEET AND A CENTRAL ANGLE OF 14°18'12";

THENCE S.20°30'27"W., A DISTANCE OF 629.73 FEET;

THENCE SOUTHERLY, A DISTANCE OF 2.86 FEET ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 200.00 FEET AND A CENTRAL ANGLE OF 00°49'11";

THENCE S.21°19'37"W., A DISTANCE OF 57.31 FEET;

THENCE SOUTHERLY, A DISTANCE OF 21.41 FEET ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 200.00 FEET AND A CENTRAL ANGLE OF 06°08'04";

THENCE S.15°11'34"W., A DISTANCE OF 52.58 FEET;

THENCE SOUTHERLY, A DISTANCE OF 30.96 FEET ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 200.00 FEET AND A CENTRAL ANGLE OF 08°52'14";

THENCE S.06°19'19"W., A DISTANCE OF 148.39 FEET;

THENCE SOUTHERLY, A DISTANCE OF 13.01 FEET ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 200.00 FEET AND A CENTRAL ANGLE OF 03°43'43";

THENCE S.02°35'37"W., A DISTANCE OF 87.60 FEET;

THENCE SOUTHERLY, A DISTANCE OF 9.30 FEET ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 200.00 FEET AND A CENTRAL ANGLE OF 02°39'56";

THENCE S.00°04'19"E., A DISTANCE OF 146.13 FEET;

THENCE SOUTHERLY, A DISTANCE OF 7.38 FEET ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 500.00 FEET AND A CENTRAL ANGLE OF 00°50'44";

THENCE S.00°46'24"W., A DISTANCE OF 60.97 FEET;

THENCE SOUTHERLY, A DISTANCE OF 23.19 FEET ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 500.00 FEET AND A CENTRAL ANGLE OF 02°39'27";

THENCE S.03°25'52"W., A DISTANCE OF 60.26 FEET;

THENCE SOUTHERLY, A DISTANCE OF 51.98 FEET ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 500.00 FEET AND A CENTRAL ANGLE OF 05°57'21";

THENCE S.09°23'13"W., A DISTANCE OF 112.26 FEET;

THENCE SOUTHERLY, A DISTANCE OF 5.74 FEET ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 200.00 FEET AND A CENTRAL ANGLE OF 01°38'43";

THENCE S.11°01'56"W., A DISTANCE OF 162.72 FEET;

THENCE SOUTHERLY, A DISTANCE OF 3.22 FEET ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 200.00 FEET AND A CENTRAL ANGLE OF 00°55'25";

THENCE S.10°06'31"W., A DISTANCE OF 305.14 FEET;

THENCE SOUTHERLY, A DISTANCE OF 10.72 FEET ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 200.00 FEET AND A CENTRAL ANGLE OF 03°04'20";

THENCE S.13°10'52"W., A DISTANCE OF 73.99 FEET;

THENCE SOUTHERLY, A DISTANCE OF 21.84 FEET ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 200.00 FEET AND A CENTRAL ANGLE OF 06°15'28";

THENCE S.19°26'19"W., A DISTANCE OF 146.71 FEET;

THENCE SOUTHERLY, A DISTANCE OF 16.46 FEET ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 200.00 FEET AND A CENTRAL ANGLE OF 04°42'52";

THENCE S.24°09'12"W., A DISTANCE OF 376.96 FEET;

THENCE SOUTHERLY, A DISTANCE OF 18.86 FEET ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 200.00 FEET AND A CENTRAL ANGLE OF 05°24'09";

THENCE S.18°45'03"W., A DISTANCE OF 81.17 FEET;

THENCE SOUTHERLY, A DISTANCE OF 0.66 FEET ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 200.00 FEET AND A CENTRAL ANGLE OF 00°11'19";

THENCE S.18°56'21"W., A DISTANCE OF 59.68 FEET;

THENCE SOUTHERLY, A DISTANCE OF 15.29 FEET ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 200.00 FEET AND A CENTRAL ANGLE OF 04°22'45";

THENCE S.14°33'37"W., A DISTANCE OF 386.60 FEET;

THENCE SOUTHERLY, A DISTANCE OF 28.83 FEET ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 200.00 FEET AND A CENTRAL ANGLE OF 08°15'32";

THENCE S.06°18'04"W., A DISTANCE OF 44.06 FEET;

THENCE SOUTHERLY, A DISTANCE OF 56.63 FEET ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 200.00 FEET AND A CENTRAL ANGLE OF 16°13'22";

THENCE S.09°55'17"E., A DISTANCE OF 143.16 FEET;

THENCE SOUTHERLY, A DISTANCE OF 59.97 FEET ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 200.00 FEET AND A CENTRAL ANGLE OF 17°10'51";

THENCE S.27°06'09"E., A DISTANCE OF 287.76 FEET;

THENCE SOUTHEASTERLY, A DISTANCE OF 1.69 FEET ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 200.00 FEET AND A CENTRAL ANGLE OF 00°29'07";

THENCE S.26°37'01"E., A DISTANCE OF 73.67 FEET;

THENCE SOUTHEASTERLY, A DISTANCE OF 21.57 FEET ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 200.00 FEET AND A CENTRAL ANGLE OF 06°10'48";

THENCE S.20°26'13"E., A DISTANCE OF 94.44 FEET;

THENCE SOUTHEASTERLY, A DISTANCE OF 21.21 FEET ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 200.00 FEET AND A CENTRAL ANGLE OF 06°04'29";

THENCE S.26°30'42"E., A DISTANCE OF 63.18 FEET;

THENCE SOUTHERLY, A DISTANCE OF 49.97 FEET ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 200.00 FEET AND A CENTRAL ANGLE OF 14°18'51";

THENCE S.12°11'52"E., A DISTANCE OF 139.22 FEET;

THENCE SOUTHERLY, A DISTANCE OF 31.17 FEET ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 200.00 FEET AND A CENTRAL ANGLE OF 08°55'50";

THENCE S.21°07'42"E., A DISTANCE OF 243.43 FEET;

THENCE SOUTHEASTERLY, A DISTANCE OF 25.56 FEET ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 200.00 FEET AND A CENTRAL ANGLE OF 07°19'23";

THENCE S.28°27'05"E., A DISTANCE OF 168.17 FEET;

THENCE SOUTHEASTERLY, A DISTANCE OF 64.78 FEET ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 100.00 FEET AND A CENTRAL ANGLE OF 37°06'53";

THENCE S.65°33'58"E., A DISTANCE OF 185.93 FEET;

THENCE SOUTHEASTERLY, A DISTANCE OF 52.49 FEET ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 200.00 FEET AND A CENTRAL ANGLE OF 15°02'11";

THENCE S.50°31'47"E., A DISTANCE OF 101.79 FEET;

THENCE SOUTHEASTERLY, A DISTANCE OF 29.48 FEET ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 200.00 FEET AND A CENTRAL ANGLE OF 08°26'40";

THENCE S.58°58'27"E., A DISTANCE OF 195.13 FEET;

THENCE SOUTHEASTERLY, A DISTANCE OF 26.27 FEET ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 200.00 FEET AND A CENTRAL ANGLE OF 07°31'37";

THENCE S.51°26'49"E., A DISTANCE OF 101.08 FEET;

THENCE SOUTHEASTERLY, A DISTANCE OF 67.57 FEET ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 100.00 FEET AND A CENTRAL ANGLE OF 38°42'46";

THENCE S.12°44'03"E., A DISTANCE OF 230.43 FEET;

THENCE SOUTHEASTERLY, A DISTANCE OF 242.89 FEET ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 400.00 FEET AND A CENTRAL ANGLE OF 34°47'28";

THENCE S.47°31'31"E., A DISTANCE OF 212.23 FEET;

THENCE SOUTHEASTERLY, A DISTANCE OF 149.04 FEET ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 500.00 FEET AND A CENTRAL ANGLE OF 17°04'42";

THENCE S.30°26'49"E., A DISTANCE OF 58.93 FEET;

THENCE SOUTHEASTERLY, A DISTANCE OF 59.23 FEET ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 100.00 FEET AND A CENTRAL ANGLE OF 33°56'02";

THENCE S.64°22'51"E., A DISTANCE OF 17.33 FEET;

THENCE NORTHEASTERLY, A DISTANCE OF 117.34 FEET ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 50.00 FEET AND A CENTRAL ANGLE OF 134°28'00";

THENCE N.18°50'51"W., A DISTANCE OF 94.10 FEET;

THENCE EASTERLY, A DISTANCE OF 150.76 FEET ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 50.00 FEET AND A CENTRAL ANGLE OF 172°45'46";

THENCE S.26°05'05"E., A DISTANCE OF 78.45 FEET;

THENCE SOUTHEASTERLY, A DISTANCE OF 29.57 FEET ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 500.00 FEET AND A CENTRAL ANGLE OF 03°23'17";

THENCE S.22°41'48"E., A DISTANCE OF 50.09 FEET;

THENCE SOUTHEASTERLY, A DISTANCE OF 89.99 FEET ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 200.00 FEET AND A CENTRAL ANGLE OF 25°46'53";

THENCE S.48°28'41"E., A DISTANCE OF 72.72 FEET;

THENCE SOUTHERLY, A DISTANCE OF 123.70 FEET ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 60.00 FEET AND A CENTRAL ANGLE OF 118°07'42";

THENCE S.69°39'01"W., A DISTANCE OF 52.11 FEET;

THENCE SOUTHWESTERLY, A DISTANCE OF 18.21 FEET ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 50.00 FEET AND A CENTRAL ANGLE OF 20°51'55";

THENCE S.48°47'06"W., A DISTANCE OF 66.72 FEET;

THENCE SOUTHWESTERLY, A DISTANCE OF 11.90 FEET ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 50.00 FEET AND A CENTRAL ANGLE OF 13°38'21";

THENCE S.35°08'45"W., A DISTANCE OF 52.69 FEET;

THENCE SOUTHEASTERLY, A DISTANCE OF 95.47 FEET ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 45.00 FEET AND A CENTRAL ANGLE OF 121°33'40";

THENCE S.86°24'55"E., A DISTANCE OF 73.95 FEET;

THENCE SOUTHEASTERLY, A DISTANCE OF 160.04 FEET ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 150.00 FEET AND A CENTRAL ANGLE OF 61°07'50";

THENCE S.25°17'05"E., A DISTANCE OF 106.25 FEET;

THENCE SOUTHEASTERLY, A DISTANCE OF 43.49 FEET ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 200.00 FEET AND A CENTRAL ANGLE OF 12°27'31";

THENCE S.37°44'36"E., A DISTANCE OF 75.76 FEET;

THENCE SOUTHWESTERLY, A DISTANCE OF 113.06 FEET ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 45.00 FEET AND A CENTRAL ANGLE OF 143°56'55";

THENCE N.73°47'41"W., A DISTANCE OF 80.14 FEET;

THENCE WESTERLY, A DISTANCE OF 30.11 FEET ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 200.00 FEET AND A CENTRAL ANGLE OF 08°37'32";

THENCE N.82°25'13"W., A DISTANCE OF 105.83 FEET;

THENCE WESTERLY, A DISTANCE OF 22.41 FEET ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 200.00 FEET AND A CENTRAL ANGLE OF 06°25'07";

THENCE N.88°50'20"W., A DISTANCE OF 46.16 FEET;

THENCE WESTERLY, A DISTANCE OF 30.14 FEET ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 50.00 FEET AND A CENTRAL ANGLE OF 34°31'58";

THENCE S.56°37'42"W., A DISTANCE OF 134.61 FEET;

THENCE WESTERLY, A DISTANCE OF 131.27 FEET ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 200.00 FEET AND A CENTRAL ANGLE OF 37°36'22";

THENCE SOUTHWESTERLY, A DISTANCE OF 154.91 FEET ALONG A REVERSE CURVE TO THE LEFT HAVING A RADIUS OF 120.00 FEET AND A CENTRAL ANGLE OF 73°57'57";

THENCE S.20°16'07"W., A DISTANCE OF 84.51 FEET;

THENCE SOUTHERLY, A DISTANCE OF 40.99 FEET ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 500.00 FEET AND A CENTRAL ANGLE OF 04°41'51";

THENCE S.15°34'16"W., A DISTANCE OF 232.81 FEET;

THENCE SOUTHWESTERLY, A DISTANCE OF 329.03 FEET ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 350.00 FEET AND A CENTRAL ANGLE OF 53°51'45";

THENCE S.69°26'01"W., A DISTANCE OF 191.16 FEET;

THENCE SOUTHWESTERLY, A DISTANCE OF 48.39 FEET ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 200.00 FEET AND A CENTRAL ANGLE OF 13°51'50";

THENCE S.55°34'11"W., A DISTANCE OF 231.50 FEET;

THENCE SOUTHWESTERLY, A DISTANCE OF 42.69 FEET ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 500.00 FEET AND A CENTRAL ANGLE OF 04°53'31";

THENCE S.50°40'40"W., A DISTANCE OF 128.89 FEET;

THENCE WESTERLY, A DISTANCE OF 113.83 FEET ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 100.00 FEET AND A CENTRAL ANGLE OF 65°13'07";

THENCE N.64°06'13"W., A DISTANCE OF 138.43 FEET;

THENCE SOUTHWESTERLY, A DISTANCE OF 95.07 FEET ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 50.00 FEET AND A CENTRAL ANGLE OF 108°56'44";

THENCE S.06°57'03"W., A DISTANCE OF 192.17 FEET;

THENCE SOUTHERLY, A DISTANCE OF 73.44 FEET ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 200.00 FEET AND A CENTRAL ANGLE OF 21°02'24";

THENCE S.27°59'27"W., A DISTANCE OF 81.15 FEET;

THENCE SOUTHERLY, A DISTANCE OF 93.33 FEET ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 200.00 FEET AND A CENTRAL ANGLE OF 26°44'15";

THENCE S.01°15'12"W., A DISTANCE OF 126.13 FEET;

THENCE SOUTHWESTERLY, A DISTANCE OF 160.14 FEET ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 200.00 FEET AND A CENTRAL ANGLE OF 45°52'41";

THENCE S.47°07'54"W., A DISTANCE OF 259.27 FEET;

THENCE SOUTHWESTERLY, A DISTANCE OF 67.65 FEET ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 500.00 FEET AND A CENTRAL ANGLE OF 07°45'06";

THENCE S.54°52'59"W., A DISTANCE OF 101.95 FEET;

THENCE SOUTHERLY, A DISTANCE OF 129.44 FEET ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 100.00 FEET AND A CENTRAL ANGLE OF 74°09'41";

THENCE S.19°16'41"E., A DISTANCE OF 322.94 FEET;

THENCE SOUTHEASTERLY, A DISTANCE OF 43.64 FEET ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 100.00 FEET AND A CENTRAL ANGLE OF 25°00'12";

THENCE S.44°16'53"E., A DISTANCE OF 199.11 FEET;

THENCE SOUTHEASTERLY, A DISTANCE OF 17.23 FEET ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 100.00 FEET AND A CENTRAL ANGLE OF 09°52'21";

THENCE S.34°24'32"E., A DISTANCE OF 256.00 FEET;

THENCE SOUTHEASTERLY, A DISTANCE OF 42.08 FEET ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 200.00 FEET AND A CENTRAL ANGLE OF 12°03'15";

THENCE S.22°21'17"E., A DISTANCE OF 87.05 FEET;

THENCE SOUTHEASTERLY, A DISTANCE OF 40.69 FEET ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 200.00 FEET AND A CENTRAL ANGLE OF 11°39'23";

THENCE S.34°00'40"E., A DISTANCE OF 86.64 FEET;

THENCE SOUTHEASTERLY, A DISTANCE OF 40.07 FEET ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 200.00 FEET AND A CENTRAL ANGLE OF 11°28'47";

THENCE S.45°29'27"E., A DISTANCE OF 186.49 FEET;

THENCE S.49°16'59"E., A DISTANCE OF 155.62 FEET;

THENCE SOUTHEASTERLY, A DISTANCE OF 47.01 FEET ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 200.00 FEET AND A CENTRAL ANGLE OF 13°28'02";

THENCE S.62°45'02"E., A DISTANCE OF 125.46 FEET;

THENCE SOUTHEASTERLY, A DISTANCE OF 30.64 FEET ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 200.00 FEET AND A CENTRAL ANGLE OF 08°46'37";

THENCE S.71°31'39"E., A DISTANCE OF 89.59 FEET;

THENCE SOUTHEASTERLY, A DISTANCE OF 30.23 FEET ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 100.00 FEET AND A CENTRAL ANGLE OF 17°19'13";

THENCE S.54°12'26"E., A DISTANCE OF 50.62 FEET;

THENCE SOUTHEASTERLY, A DISTANCE OF 39.56 FEET ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 100.00 FEET AND A CENTRAL ANGLE OF 22°39'56";

THENCE S.31°32'29"E., A DISTANCE OF 19.23 FEET TO A POINT FROM WHICH A STANDARD B.L.M. MONUMENT STAMPED "2004" MARKING THE SOUTHWEST CORNER OF SAID SECTION 11 BEARS N.71°06'16"W., A DISTANCE OF 419.29 FEET, SAID POINT BEING THE **POINT OF TERMINATION**.

EXCEPTING THEREFROM THOSE PORTIONS LYING WITHIN THE WEST ONE-HALF OF SECTION 2, THE NORTH ONE-HALF OF THE NORTHWEST ONE-QUARTER OF SAID SECTION 11, THE NORTHEAST ONE-QUARTER OF THE NORTHEAST ONE-QUARTER OF SAID SECTION 10, AND SECTION 14, ALL IN TOWNSHIP 35 NORTH, RANGE 1 WEST, M.D.M.

SURVEYOR'S NOTE: THE ABOVE DESCRIPTIONS ARE BASED ON THE CALIFORNIA COORDINATE SYSTEM OF 1983 (CCS83), ZONE I. BEARINGS AND DISTANCES SHOWN HEREON ARE GRID AND ARE IN TERMS OF THE U.S. SURVEY FOOT. TO OBTAIN GROUND DISTANCES, DIVIDE GRID DISTANCES BY A COMBINED SCALE FACTOR OF 0.99981099.

SUBJECT TO ALL COVENANTS, RIGHTS, RIGHTS-OF-WAY AND EASEMENTS OF RECORD, IF ANY.

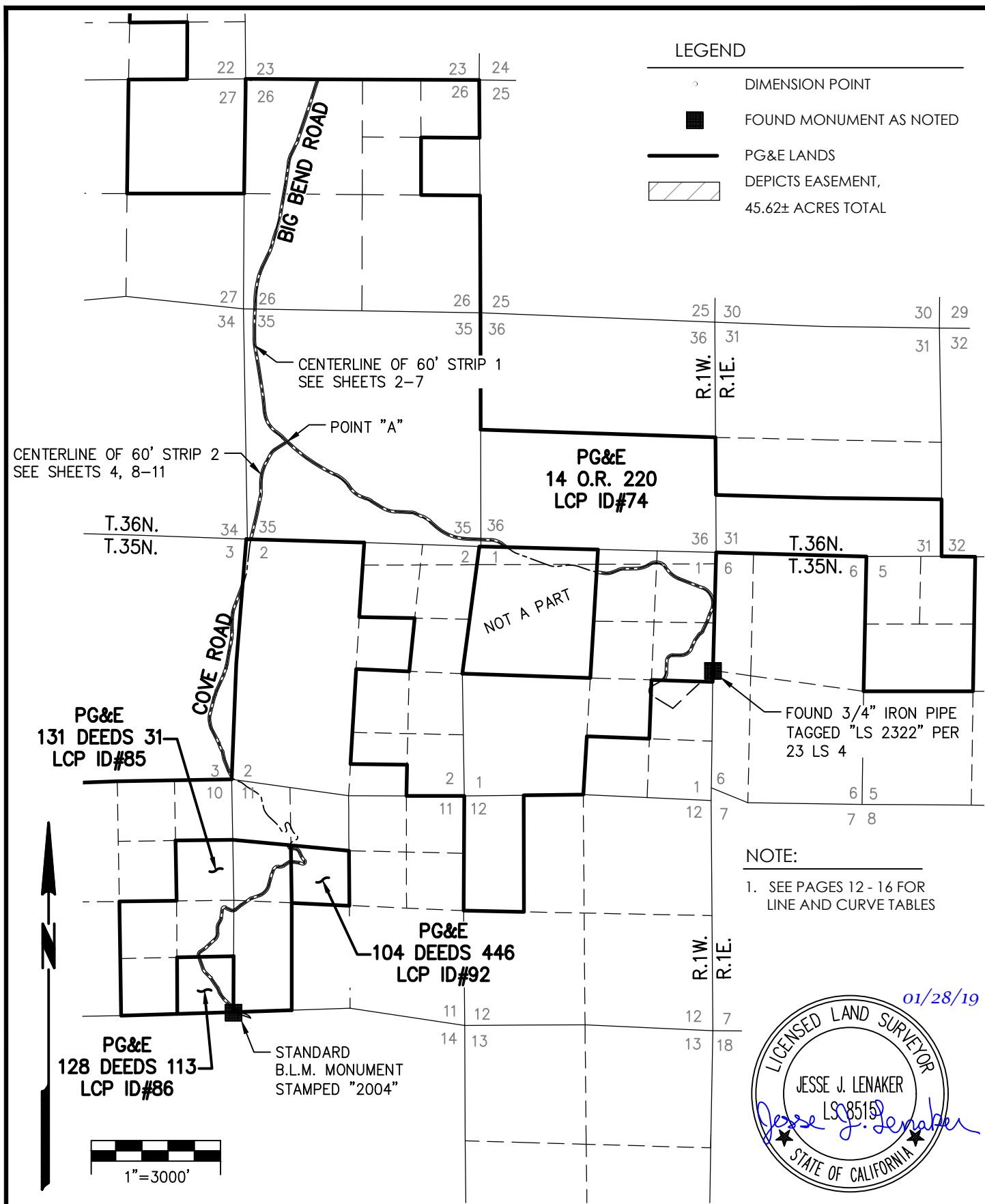
EXHIBIT "B" ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF.

This description was prepared by me:

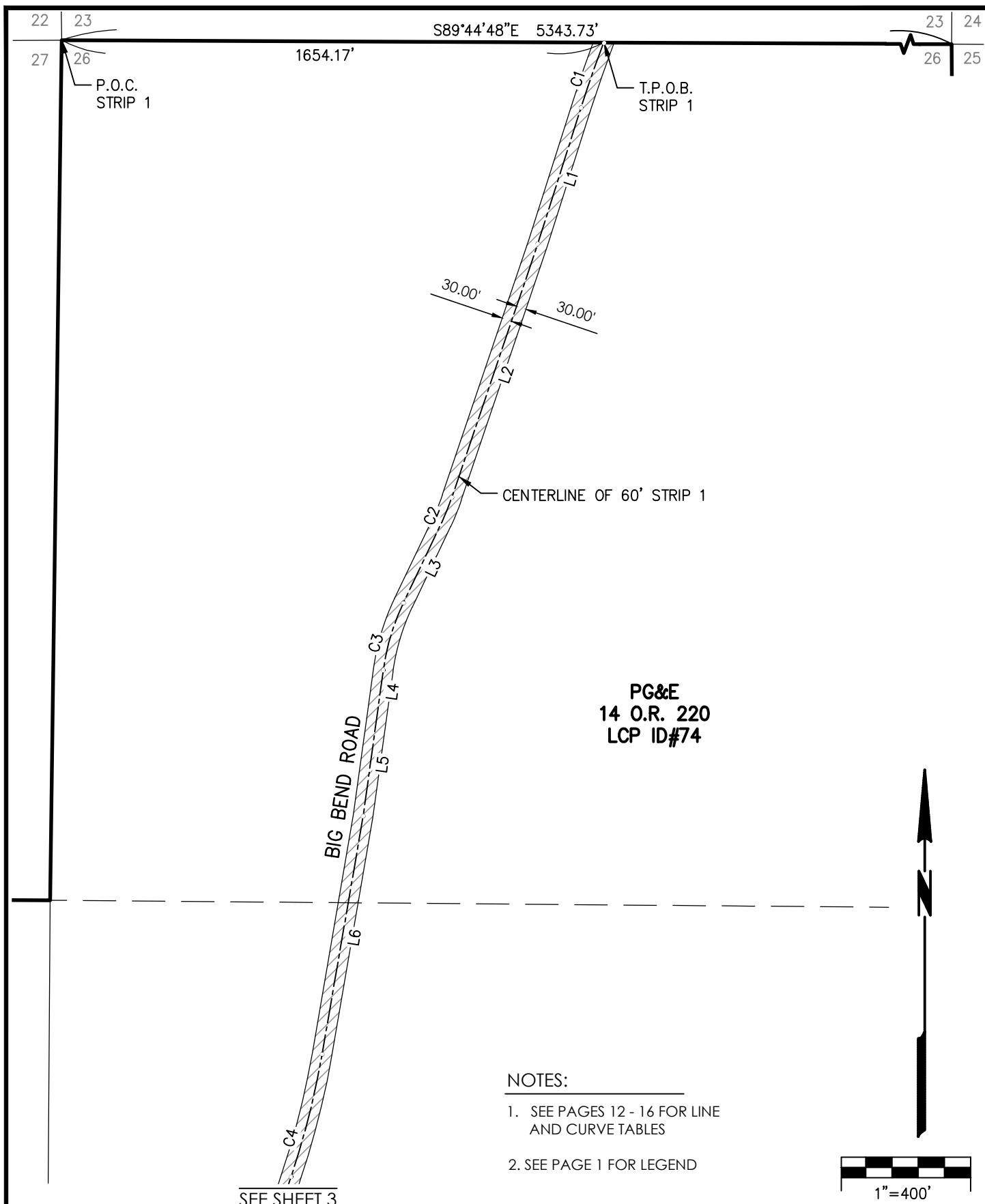
Jesse Lenaker

Jesse J. Lenaker, L.S. 8515

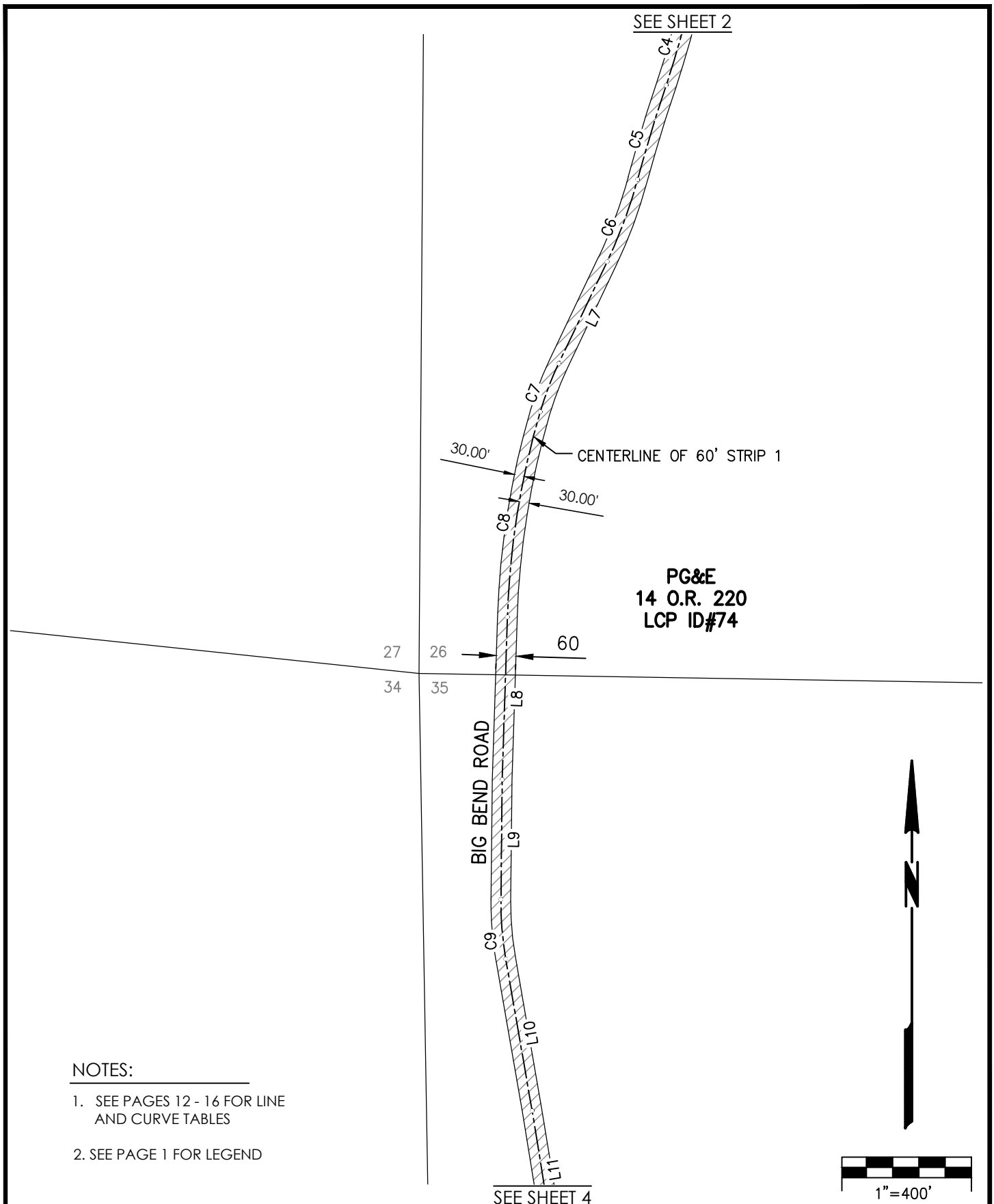




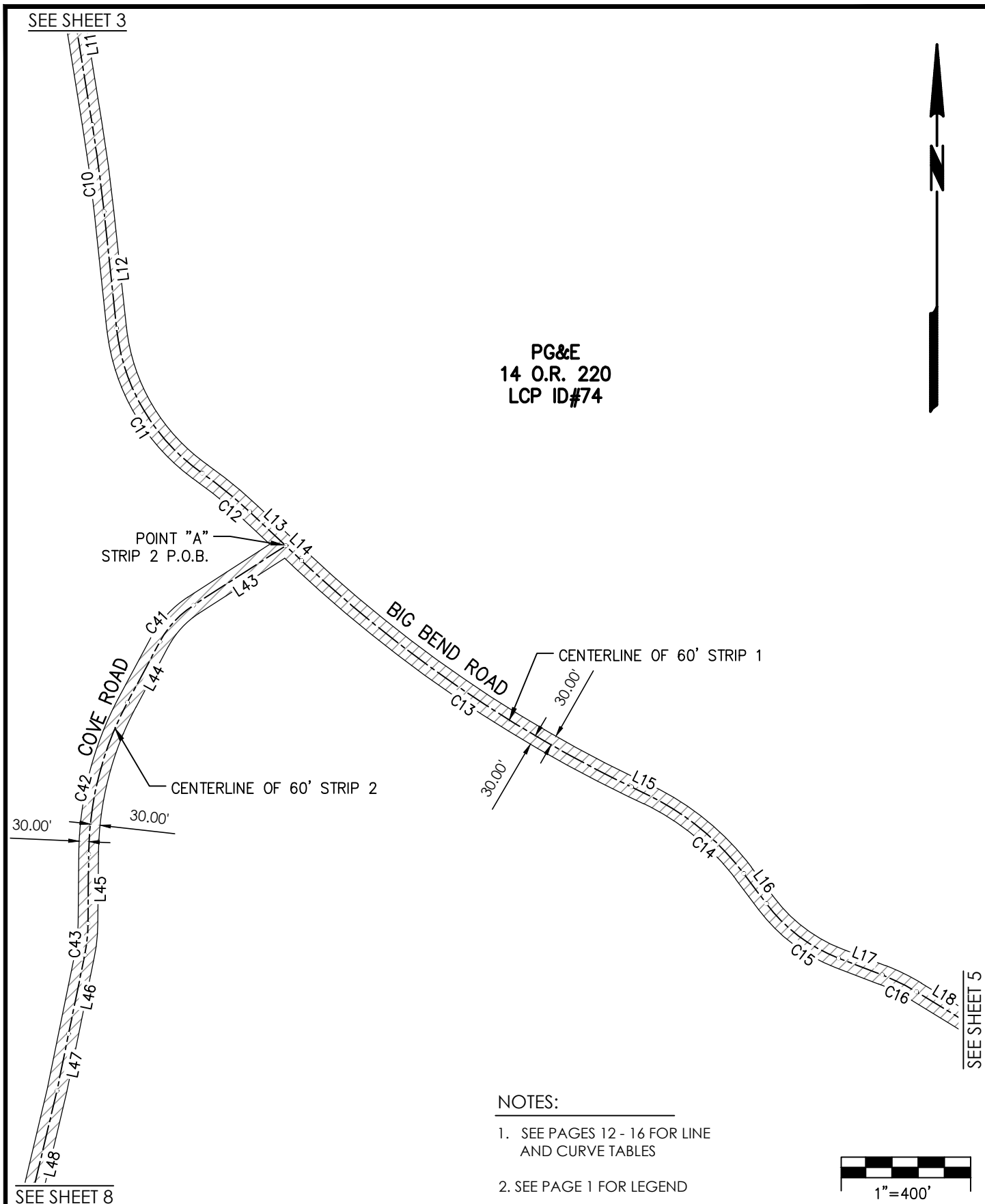
<p>DATE</p> <p>01/18/19</p>	<p>PACE ENGINEERING REDDING, CALIFORNIA</p>	<p>EXHIBIT B</p>	<p>SHEET 1 OF 16</p> <p>JOB #2263.08</p>
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<p>DATE 01/18/19</p>	<p>PACE ENGINEERING REDDING, CALIFORNIA</p>	<p>EXHIBIT B</p>	<p>SHEET 2 OF 16 JOB #2263.08</p>
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<p>DATE</p> <p>01/18/19</p>	<p>PACE ENGINEERING REDDING, CALIFORNIA</p> 	<p>EXHIBIT B</p>	<p>SHEET 3 OF 16</p> <p>JOB #2263.08</p>
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DATE
01/18/19



EXHIBIT B

SHEET 4 OF 16

JOB #2263.08

NOTES:

1. SEE PAGES 12 - 16 FOR LINE AND CURVE TABLES
2. SEE PAGE 1 FOR LEGEND



DATE
01/18/19



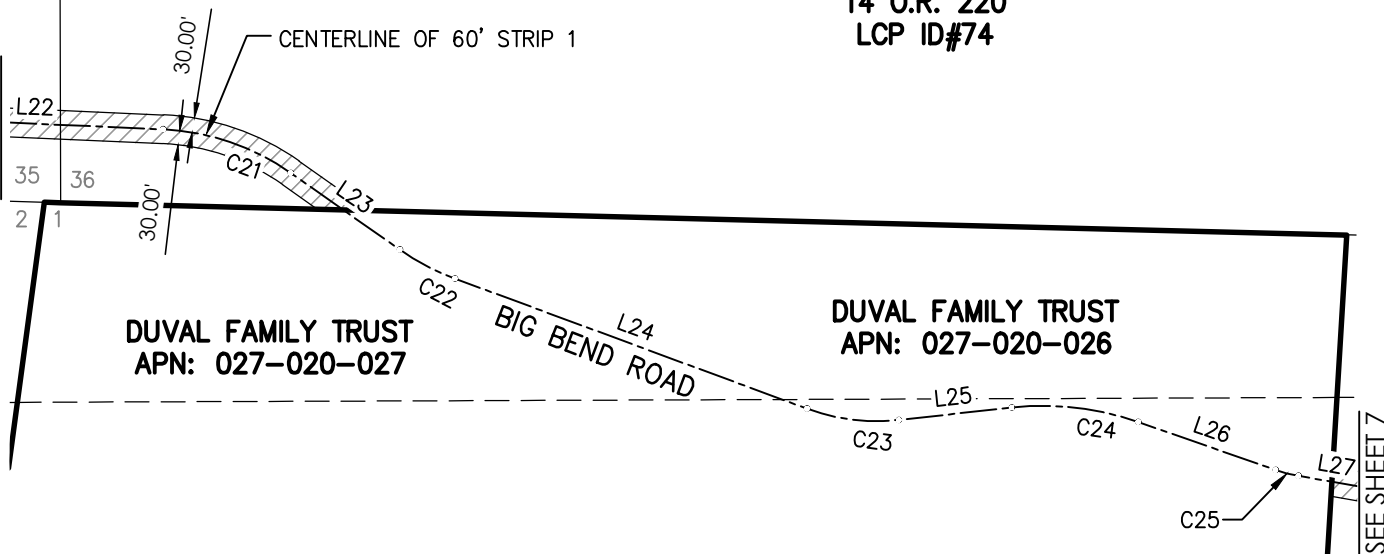
EXHIBIT B

SHEET 5 OF 16

JOB #2263.08

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14 O.R. 220
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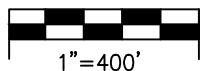
SEE SHEET 5



SHASTA CASCADE
TIMBERLANDS LLC
APN: 027-020-013

NOTES:

1. SEE PAGES 12 - 16 FOR LINE AND CURVE TABLES
2. SEE PAGE 1 FOR LEGEND



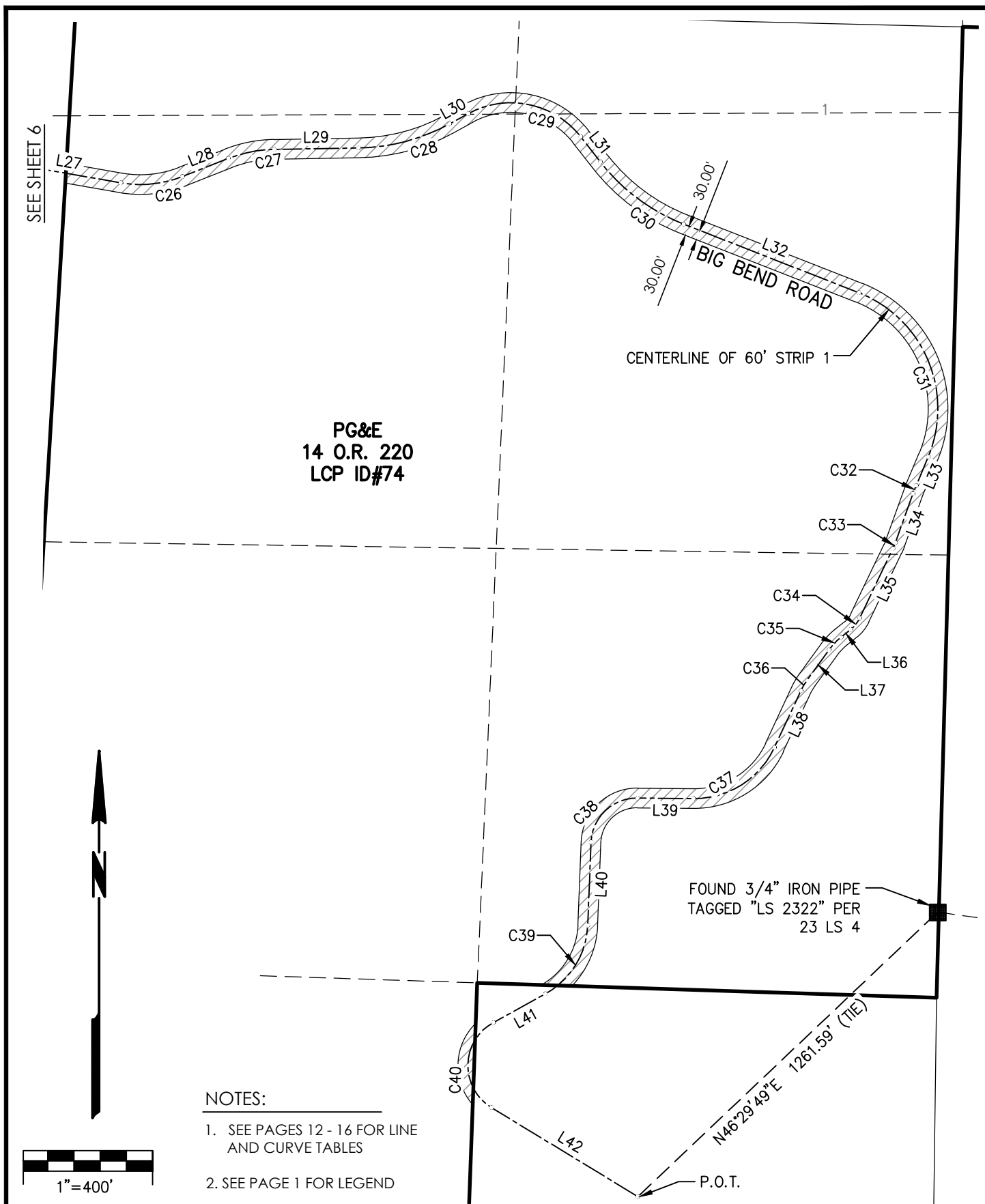
DATE
01/18/19



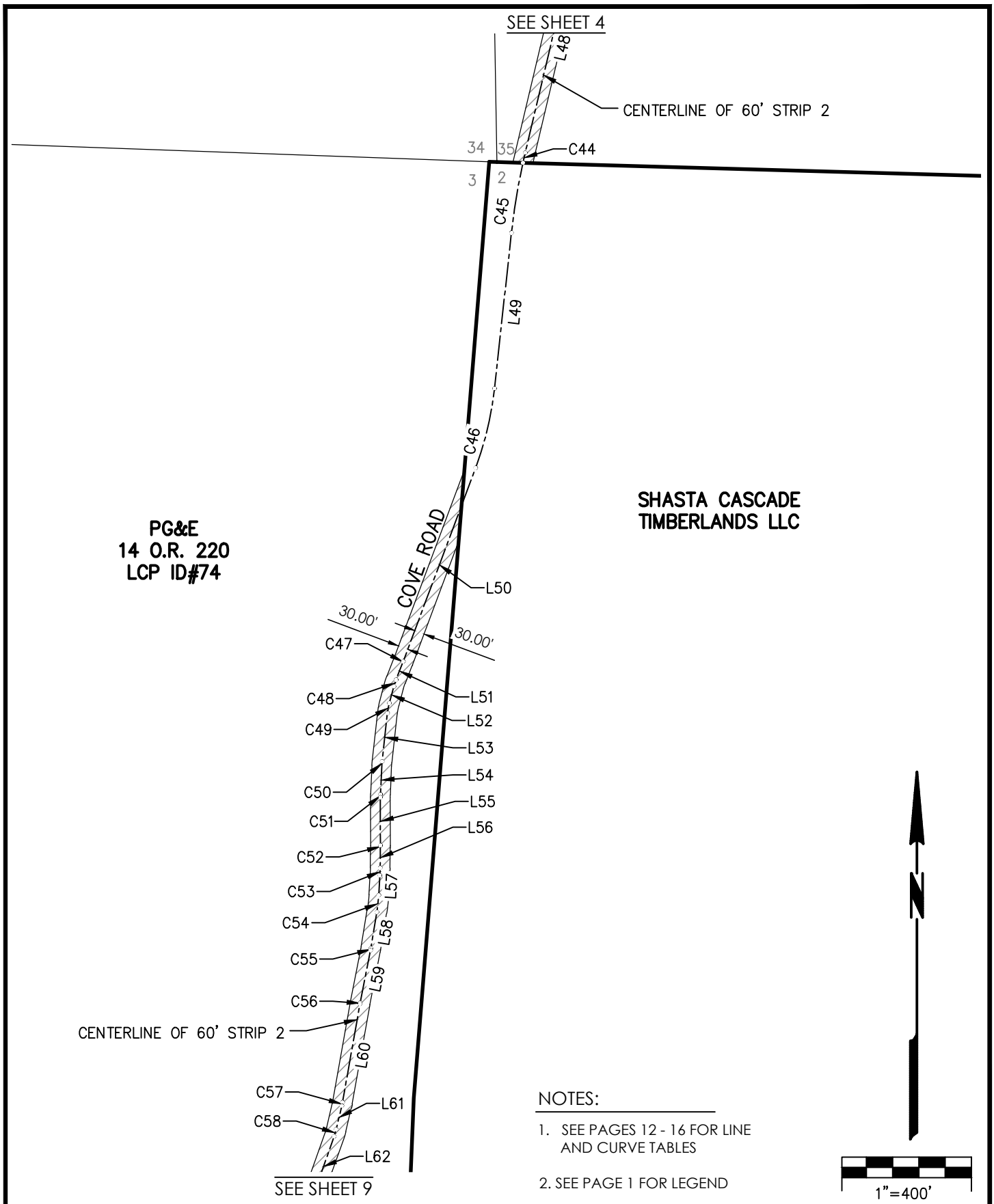
EXHIBIT B

SHEET 6 OF 16

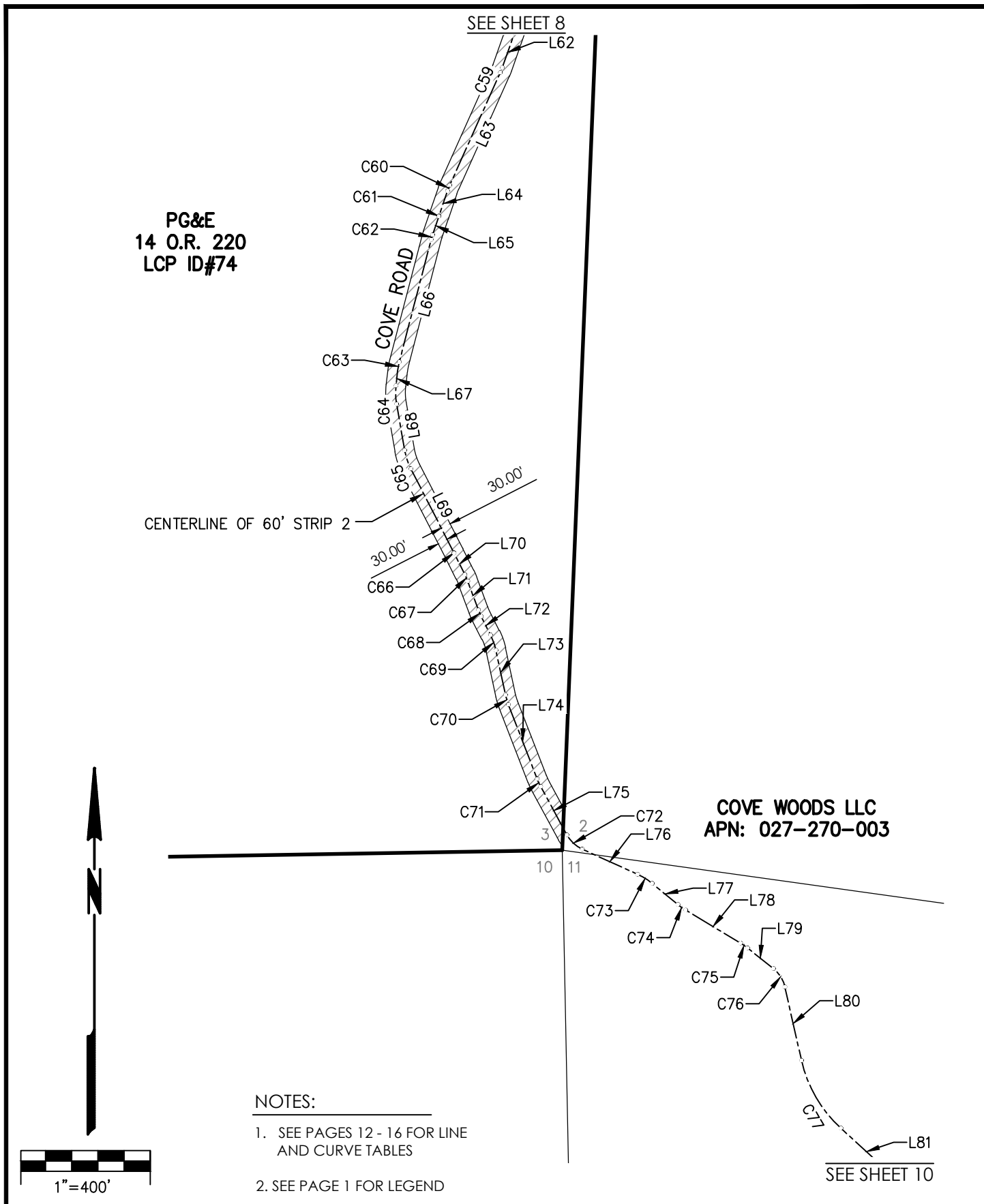
JOB #2263.08



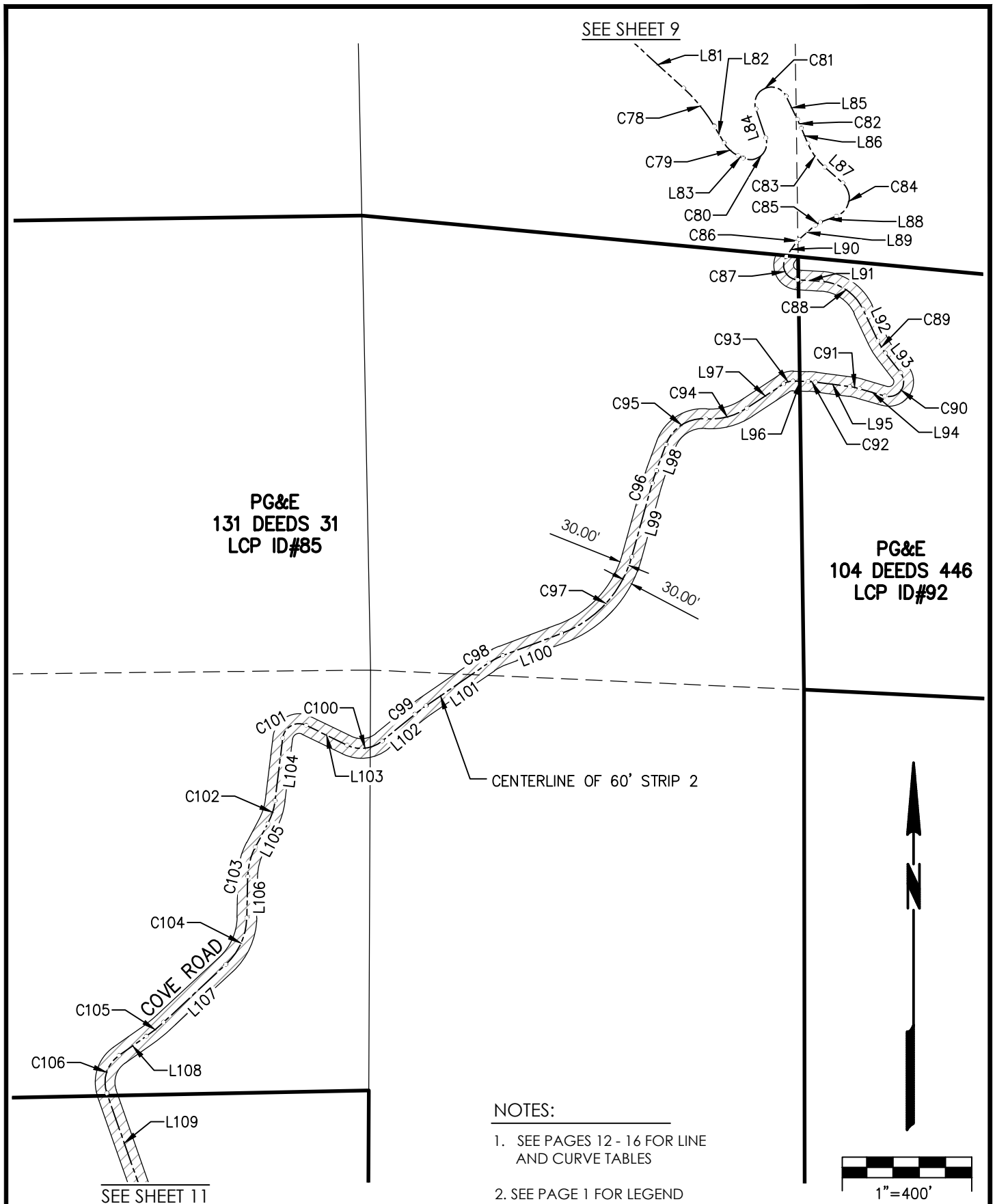
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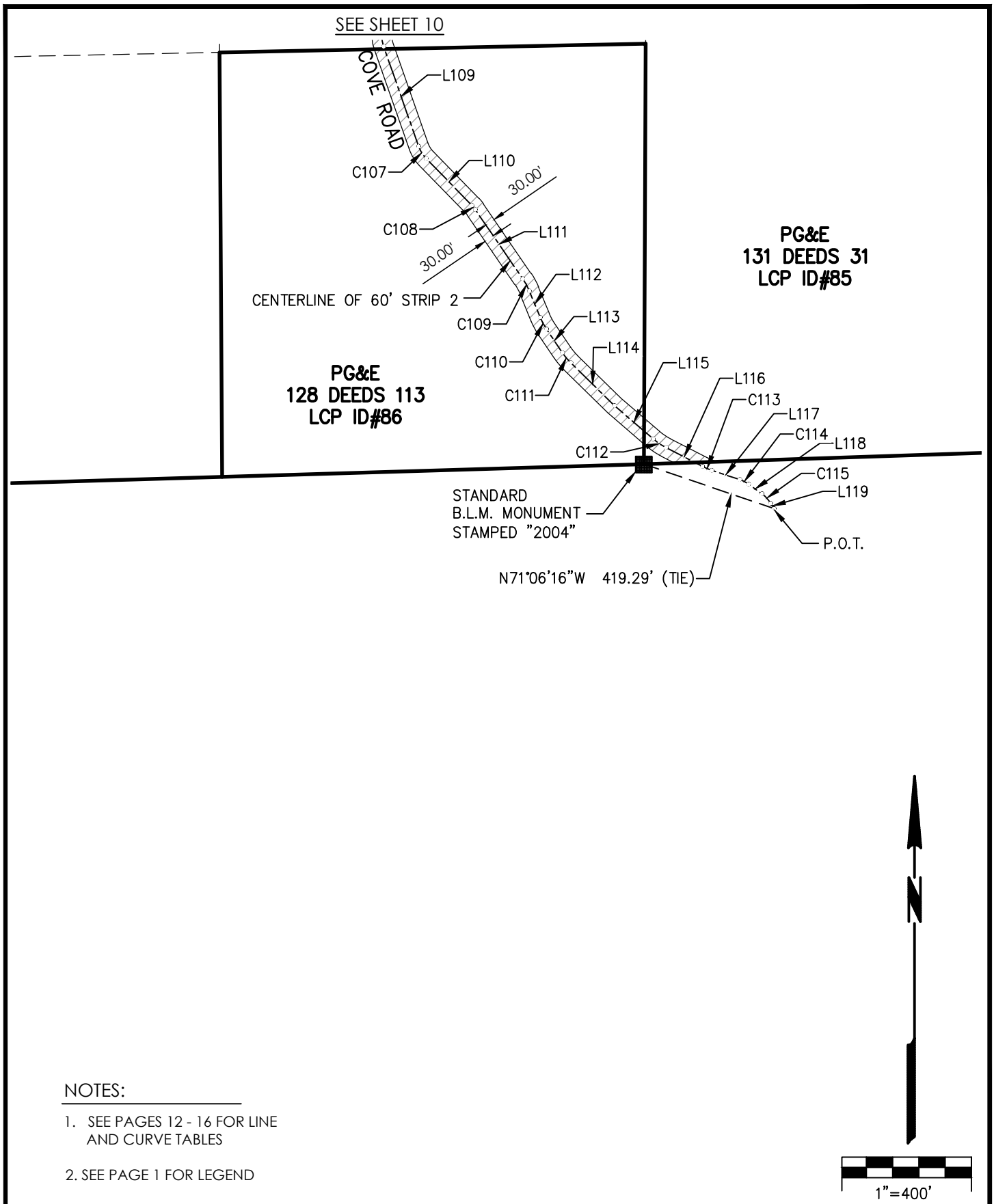
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<p>DATE 01/18/19</p>	<p>PACE ENGINEERING REDDING, CALIFORNIA</p>	<p>EXHIBIT B</p>	<p>SHEET 9 OF 16 JOB #2263.08</p>
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<p>DATE</p> <p>01/18/19</p>	<p>PACE ENGINEERING REDDING, CALIFORNIA</p>	<p>EXHIBIT B</p>	<p>SHEET 10 OF 16</p> <p>JOB #2263.08</p>
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<p>DATE</p> <p>01/18/19</p>	<p>PACE</p> <p>ENGINEERING</p> <p>REDDING, CALIFORNIA</p>	<p>EXHIBIT B</p>	<p>SHEET 11 OF 16</p> <p>JOB #2263.08</p>
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LINE AND CURVE TABLE

#	BEARING	DISTANCE	RADIUS	DELTA
C1		210.77'	4000.00'	3°01'08"
L1	S17°38'09"W	435.57'		
L2	S18°43'15"W	817.62'		
C2		82.20'	700.00'	6°43'40"
L3	S25°26'55"W	272.28'		
C3		215.15'	700.00'	17°36'38"
L4	S7°50'17"W	119.14'		
L5	S7°50'17"W	330.55'		
L6	S9°47'30"W	737.21'		
C4		386.04'	2500.00'	8°50'50"
C5		299.96'	5000.00'	3°26'14"
C6		267.65'	1500.00'	10°13'25"
L7	S25°25'31"W	343.59'		
C7		158.11'	1000.00'	9°03'32"
C8		634.87'	2500.00'	14°33'01"
L8	S1°48'58"W	495.89'		
L9	S0°36'57"W	365.42'		
C9		182.51'	1000.00'	10°27'26"
L10	S9°50'29"E	469.89'		
L11	S9°13'32"E	428.71'		
C10		267.65'	5000.00'	3°04'02"
L12	S6°09'31"E	357.88'		
C11		528.64'	620.00'	48°51'12"
C12		186.87'	1300.00'	8°14'10"
L13	S46°46'32"E	150.99'		
L14	S46°46'32"E	66.13'		
C13		1224.41'	4000.00'	17°32'18"
L15	S64°18'51"E	56.13'		

LINE AND CURVE TABLE

#	BEARING	DISTANCE	RADIUS	DELTA
C14		381.62'	800.00'	27°19'53"
L16	S36°58'57"E	115.16'		
C15		278.81'	500.00'	31°56'58"
L17	S68°55'56"E	143.23'		
C16		116.06'	650.00'	10°13'51"
L18	S58°42'05"E	286.93'		
C17		324.83'	650.00'	28°37'57"
L19	S87°20'02"E	350.87'		
C18		113.77'	300.00'	21°43'39"
L20	S65°36'23"E	165.27'		
C19		233.74'	800.00'	16°44'25"
L21	S48°51'58"E	173.99'		
C20		741.36'	1100.00'	38°36'55"
L22	S87°28'53"E	557.77'		
C21		284.79'	500.00'	32°38'04"
L23	S54°50'49"E	277.70'		
C22		129.77'	500.00'	14°52'14"
L24	S69°43'03"E	781.96'		
C23		194.66'	420.00'	26°33'19"
L25	N83°43'38"E	236.53'		
C24		267.36'	600.00'	25°31'52"
L26	S70°44'30"E	303.24'		
C25		49.03'	300.00'	9°21'51"
L27	S80°06'21"E	240.78'		
C26		191.70'	350.00'	31°22'53"
L28	N68°30'46"E	150.49'		
C27		143.43'	400.00'	20°32'39"
L29	N89°03'25"E	257.06'		

DATE

01/18/19



EXHIBIT B

SHEET 12 OF 16

JOB #2263.08

LINE AND CURVE TABLE				
#	BEARING	DISTANCE	RADIUS	DELTA
C28		291.03'	600.00'	27°47'27"
L30	N61°15'57"E	65.22'		
C29		380.68'	270.00'	80°47'00"
L31	S37°57'03"E	97.72'		
C30		321.02'	600.00'	30°39'20"
L32	S68°36'23"E	573.96'		
C31		606.36'	380.00'	91°25'34"
L33	S22°49'11"W	94.69'		
C32		26.69'	500.00'	3°03'29"
L34	S19°45'43"W	158.65'		
C33		20.28'	200.00'	5°48'33"
L35	S25°34'15"W	234.56'		
C34		44.72'	100.00'	25°37'25"
L36	S51°11'40"W	37.74'		
C35		53.56'	200.00'	15°20'39"
L37	S35°51'02"W	113.28'		
C36		37.84'	200.00'	10°50'25"
L38	S25°00'37"W	191.48'		
C37		308.82'	270.00'	65°32'02"
L39	N89°27'21"W	170.96'		
C38		215.53'	140.00'	88°12'25"
L40	S2°20'14"W	254.76'		
C39		256.48'	250.00'	58°46'51"
L41	S61°07'05"W	181.63'		
C40		313.66'	150.00'	119°48'31"
L42	S58°41'27"E	522.98'		

DATE
01/18/19



EXHIBIT B

SHEET 13 OF 16

JOB #2263.08

LINE AND CURVE TABLE				
#	BEARING	DISTANCE	RADIUS	DELTA
L43	S57°11'01"W	335.42'		
C41		152.19'	300.00'	29°03'57"
L44	S28°07'03"W	210.32'		
C42		481.96'	1000.00'	27°36'51"
L45	S0°30'13"W	211.23'		
C43		96.53'	500.00'	11°03'41"
L46	S11°33'54"W	244.98'		
L47	S11°33'54"W	177.60'		
L48	S13°18'44"W	558.37'		
C44		31.35'	2000.00'	0°53'54"
C45		216.77'	2000.00'	6°12'36"
L49	S6°12'15"W	476.86'		
C46		249.64'	1000.00'	14°18'12"
L50	S20°30'27"W	629.73'		
C47		2.86'	200.00'	0°49'11"
L51	S21°19'37"W	57.31'		
C48		21.41'	200.00'	6°08'04"
L52	S15°11'34"W	52.58'		
C49		30.96'	200.00'	8°52'14"
L53	S6°19'19"W	148.39'		
C50		13.01'	200.00'	3°43'43"
L54	S2°35'37"W	87.60'		
C51		9.30'	200.00'	2°39'56"
L55	S0°04'19"E	146.13'		
C52		7.38'	500.00'	0°50'44"
L56	S0°46'24"W	60.97'		
C53		23.19'	500.00'	2°39'27"
L57	S3°25'52"W	60.26'		
C54		51.98'	500.00'	5°57'21"
L58	S9°23'13"W	112.26'		
C55		5.74'	200.00'	1°38'43"
L59	S11°01'56"W	162.72'		

LINE AND CURVE TABLE				
#	BEARING	DISTANCE	RADIUS	DELTA
C56		3.22'	200.00'	0°55'25"
L60	S10°06'31"W	305.14'		
C57		10.72'	200.00'	3°04'20"
L61	S13°10'52"W	73.99'		
C58		21.84'	200.00'	6°15'28"
L62	S19°26'19"W	146.71'		
C59		16.46'	200.00'	4°42'52"
L63	S24°09'12"W	376.96'		
C60		18.86'	200.00'	5°24'09"
L64	S18°45'03"W	81.17'		
C61		0.66'	200.00'	0°11'19"
L65	S18°56'21"W	59.68'		
C62		15.29'	200.00'	4°22'45"
L66	S14°33'37"W	386.60'		
C63		28.83'	200.00'	8°15'32"
L67	S6°18'04"W	44.06'		
C64		56.63'	200.00'	16°13'22"
L68	S9°55'17"E	143.16'		
C65		59.97'	200.00'	17°10'51"
L69	S27°06'09"E	287.76'		
C66		1.69'	200.00'	0°29'07"
L70	S26°37'01"E	73.67'		
C67		21.57'	200.00'	6°10'48"
L71	S20°26'13"E	94.44'		
C68		21.21'	200.00'	6°04'29"
L72	S26°30'42"E	63.18'		
C69		49.97'	200.00'	14°18'51"
L73	S12°11'52"E	139.22'		
C70		31.17'	200.00'	8°55'50"
L74	S21°07'42"E	243.43'		
C71		25.56'	200.00'	7°19'23"
L75	S28°27'05"E	168.17'		

DATE
01/18/19



EXHIBIT B

SHEET 14 OF 16

JOB #2263.08

LINE AND CURVE TABLE				
#	BEARING	DISTANCE	RADIUS	DELTA
C72		64.78'	100.00'	37°06'53"
L76	S65°33'58"E	185.93'		
C73		52.49'	200.00'	15°02'11"
L77	S50°31'47"E	101.79'		
C74		29.48'	200.00'	8°26'40"
L78	S58°58'27"E	195.13'		
C75		26.27'	200.00'	7°31'37"
L79	S51°26'49"E	101.08'		
C76		67.57'	100.00'	38°42'46"
L80	S12°44'03"E	230.43'		
C77		242.89'	400.00'	34°47'28"
L81	S47°31'31"E	212.23'		
C78		149.04'	500.00'	17°04'42"
L82	S30°26'49"E	58.93'		
C79		59.23'	100.00'	33°56'02"
L83	S64°22'51"E	17.33'		
C80		117.34'	50.00'	134°28'00"
L84	N18°50'51"W	94.10'		
C81		150.76'	50.00'	172°45'46"
L85	S26°05'05"E	78.45'		
C82		29.57'	500.00'	3°23'17"
L86	S22°41'48"E	50.09'		
C83		89.99'	200.00'	25°46'53"
L87	S48°28'41"E	72.72'		
C84		123.70'	60.00'	118°07'42"
L88	S69°39'01"W	52.11'		
C85		18.21'	50.00'	20°51'55"
L89	S48°47'06"W	66.72'		
C86		11.90'	50.00'	13°38'21"
L90	S35°08'45"W	52.69'		
C87		95.47'	45.00'	121°33'40"
L91	S86°24'55"E	73.95'		

LINE AND CURVE TABLE				
#	BEARING	DISTANCE	RADIUS	DELTA
C88		160.04'	150.00'	61°07'50"
L92	S25°17'05"E	106.25'		
C89		43.49'	200.00'	12°27'31"
L93	S37°44'36"E	75.76'		
C90		113.06'	45.00'	143°56'55"
L94	N73°47'41"W	80.14'		
C91		30.11'	200.00'	8°37'32"
L95	N82°25'13"W	105.83'		
C92		22.41'	200.00'	6°25'07"
L96	N88°50'20"W	46.16'		
C93		30.14'	50.00'	34°31'58"
L97	S56°37'42"W	134.61'		
C94		131.27'	200.00'	37°36'22"
C95		154.91'	120.00'	73°57'57"
L98	S20°16'07"W	84.51'		
C96		40.99'	500.00'	4°41'51"
L99	S15°34'16"W	232.81'		
C97		329.03'	350.00'	53°51'45"
L100	S69°26'01"W	191.16'		
C98		48.39'	200.00'	13°51'50"
L101	S55°34'11"W	231.50'		
C99		42.69'	500.00'	4°53'31"
L102	S50°40'40"W	128.89'		
C100		113.83'	100.00'	65°13'07"
L103	N64°06'13"W	138.43'		
C101		95.07'	50.00'	108°56'44"
L104	S6°57'03"W	192.17'		
C102		73.44'	200.00'	21°02'24"
L105	S27°59'27"W	81.15'		
C103		93.33'	200.00'	26°44'15"
L106	S1°15'12"W	126.13'		
C104		160.14'	200.00'	45°52'41"

DATE
01/18/19



EXHIBIT B

SHEET 15 OF 16

JOB #2263.08

LINE AND CURVE TABLE				
#	BEARING	DISTANCE	RADIUS	DELTA
L107	S47°07'54"W	259.27'		
C105		67.65'	500.00'	7°45'06"
L108	S54°52'59"W	101.95'		
C106		129.44'	100.00'	74°09'41"
L109	S19°16'41"E	322.94'		
C107		43.64'	100.00'	25°00'12"
L110	S44°16'53"E	199.11'		
C108		17.23'	100.00'	9°52'21"
L111	S34°24'32"E	256.00'		
C109		42.08'	200.00'	12°03'15"
L112	S22°21'17"E	87.05'		
C110		40.69'	200.00'	11°39'23"
L113	S34°00'40"E	86.64'		
C111		40.07'	200.00'	11°28'47"
L114	S45°29'27"E	186.49'		
L115	S49°16'59"E	155.62'		
C112		47.01'	200.00'	13°28'02"
L116	S62°45'02"E	125.46'		
C113		30.64'	200.00'	8°46'37"
L117	S71°31'39"E	89.59'		
C114		30.23'	100.00'	17°19'13"
L118	S54°12'26"E	50.62'		
C115		39.56'	100.00'	22°39'56"
L119	S31°32'29"E	19.23'		

DATE
01/18/19



EXHIBIT B

SHEET 16 OF 16

JOB #2263.08

EXHIBIT C

INSURANCE REQUIREMENTS

Grantee shall procure, carry and maintain in effect throughout the term of this Agreement the following insurance coverage. Grantee is also responsible for its subcontractors maintaining sufficient limits of the appropriate insurance coverages.

A. Workers' Compensation and Employers' Liability

1. Workers' Compensation insurance indicating compliance with any and all applicable labor codes, acts, laws or statutes, state or federal.
2. Employer's Liability insurance shall not be less than One Million Dollars (\$1,000,000) for injury or death, each accident.

B. Commercial General Liability

1. Coverage shall be at least as broad as the Insurance Services Office (ISO) Commercial General Liability insurance "occurrence" form with no additional coverage alterations.
2. The limits shall not be less than Five Million Dollars (\$5,000,000) per occurrence for bodily injury, property damage and products and completed operations. Defense costs are to be provided outside the policy limits.
3. Coverage shall include: a) an "Additional Insured" endorsement (ISO Additional Insured form CG 2010 or equivalent coverage) adding as additional insureds PG&E, its affiliates, subsidiaries, and parent company, and PG&E's directors, officers, agents and employees with respect to liability arising out of work performed by or for Grantee. If the policy includes "blanket endorsement by contract," the following language added to the certificate of insurance will satisfy PG&E's requirement: "by blanket endorsement, PG&E, its affiliates, subsidiaries, and parent company, and PG&E's directors, officers, agents and employees with respect to liability arising out of the work performed by or for the Grantee are included as additional insured"; and b) an endorsement or policy provision specifying that the Grantee's insurance is primary and that any insurance or self-insurance maintained by PG&E shall be excess and non-contributing.

C. Business Auto

1. Coverage shall be at least as broad as the Insurance Services Office (ISO) Business Auto Coverage form covering Automobile Liability, code 1 "any auto."
2. The limit shall not be less than One Million Dollars (\$1,000,000) each accident for bodily injury and property damage.

D. Additional Insurance Provisions

1. Upon the Effective Date of the Easement Agreement Grantee shall furnish PG&E with two (2) sets of certificates of insurance including required endorsements.
2. Documentation shall state that coverage shall not be canceled except after thirty (30) days prior written notice has been given to PG&E.
3. The documents must be signed by a person authorized by that insurer to bind coverage on its behalf and submitted to:

Pacific Gas and Electric Company
Insurance Department - B24H
Post Office Box 770000
San Francisco, California 94177

Pacific Gas and Electric Company
Land Rights Services
3600 Meadowview Drive
Redding, CA 96002
Attention: Land Agent

4. Upon request, Grantee shall furnish PG&E evidence of insurance for its agents or contractors.
5. PG&E may inspect the original policies or require complete certified copies at any time.
6. Should Grantee have the right under Section 10 of this Agreement to self-insure for any required insurance, Grantee shall be liable to PG&E for the full equivalent of insurance coverage which would have been available to PG&E if the applicable insurance policies had been obtained by Grantee from a third-party insurer, in full compliance with the provisions of this EXHIBIT "C", and shall pay on behalf of or indemnify PG&E for all amounts which would have been payable by the third party insurer. In addition, Grantee shall act with the same promptness and subject to the same standards of good faith as would apply to a third-party insurance company.

REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS

BOARD MEETING DATE: February 5, 2019

CATEGORY: Consent - Public Works-8.

SUBJECT:

Cassel-Fall River Road at Pit River Bridge - Morrison Structures Amendment

DEPARTMENT: Public Works

Supervisory District No. : 3

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

STAFF REPORT APPROVED BY: Pat Minturn, Public Works Director

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

RECOMMENDATION

Approve and authorize the Chairman to sign a retroactive amendment to the agreement with Morrison Structures, Inc. to provide engineering services for the Cassel-Fall River Road at Pit River Bridge Replacement Project, to update the rates of compensation (retaining maximum compensation of \$420,081.34) and extend the term from January 12, 2016 through December 31, 2021.

SUMMARY

A term extension is proposed for engineering on the Cassel-Fall River Road at Pit River Bridge Replacement Project.

DISCUSSION

In 2016, the County entered into an agreement with Morrison Structures, Inc. (Morrison) for engineering services on the Cassel-Fall River Road at Pit River Bridge Replacement Project. Morrison designed a foundation repair to temporarily reopen the existing bridge. Morrison has provided technical support for environmental clearances and right of way. Final design will incorporate specialized precast elements to minimize environmental impacts. Bidding is anticipated in 2020. The original contract schedule was overly optimistic for such a large and complicated project.

ALTERNATIVES

The Board may decline to approve the proposed amendment. The existing contract has expired. Technical experts will be required to design some of the specialized structural elements.

OTHER AGENCY INVOLVEMENT

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

FINANCING

The bridge replacement project is estimated to cost \$7,800,000. Federal funds will pay 88.53% of this amount. Adequate funds are included in the Adopted 2018/19 Road Fund budget. There is no General Fund impact.

ATTACHMENTS:

Description	Upload Date	Description
Morrison Structures Amendment	1/25/2019	Morrison Structures Amendment

**FIRST AMENDMENT TO THE AGREEMENT BETWEEN
THE COUNTY OF SHASTA AND MORRISON STRUCTURES, INC.**

This First Amendment is entered into between the County of Shasta ("County"), a political subdivision of the State of California, and Morrison Structures, Inc., ("Consultant"), a Corporation.

RECITALS

WHEREAS, County and Consultant have previously entered into an agreement on January 12, 2016, (the "Agreement") for the purpose of providing professional services necessary to prepare documents for the construction of the Cassel-Fall River Road Bridge (06C-0039) over Pit River Replacement Project (the "Project"); and

WHEREAS, the term of the Agreement ended on December 31, 2018; and

WHEREAS, the Consultant is engaged in consulting services on the Project that have not been completed; and

WHEREAS, County and Consultant desire to extend the term of the Agreement to end no later than December 31, 2021; and

WHEREAS, County and Consultant desire to amend the rates set forth in Exhibit B; and

WHEREAS, County and Consultant desire to amend the schedule set forth in Exhibit C;

NOW, THEREFORE, the Agreement is amended as follows:

I. Paragraph A of Article IX, "PERFORMANCE PERIOD" of the Agreement is amended to read as follows:

A. This contract shall go into effect on January 12, 2016, contingent upon approval by COUNTY, and CONSULTANT shall commence work after notification to proceed by COUNTY's Contract Administrator. The contract shall end on December 31, 2021, unless extended by contract amendment.

II. Exhibit B of the Agreement is amended in its entirety by Exhibit B, which is attached to this First Amendment and incorporated herein.

III. Exhibit C of the Agreement is amended in its entirety by Exhibit C, which is attached to this First Amendment and incorporated herein.

IV. REAFFIRMATION

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

V. ENTIRE AGREEMENT

The Agreement, as amended, and any attachments and exhibits hereto, constitutes the entire understanding between County and Consultant concerning the subject matter contained herein.

VI. 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 to the Agreement 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: _____

LEONARD MOTY, CHAIRMAN
Board of Supervisors
County of Shasta
State of California

ATTEST:

LAWRENCE G. LEES
Clerk of the Board of Supervisors

By: _____
Deputy

Approved as to form:

RUBIN E. CRUSE, JR.
County Counsel

RISK MANAGEMENT APPROVAL

By: 1/25/19 David M. Yorton, Jr.
David M. Yorton, Jr.
Senior Deputy County Counsel

By: 01/25/19 Jim Johnson
Jim Johnson
Risk Management Analyst II

CONSULTANT
MORRISON STRUCTURES, INC.

By: Robert L. Morrison, Jr.

Print Name: Robert L. Morrison, Jr.

Title: President (sole officer)

Date: 1/24/19

Tax I.D.#: 68-0455058

Morrison Structures, Inc.
Engineering Services PSA
First Amendment

Cost Proposal

EXHIBIT B-1
SPECIFIC RATE OF COMPENSATION - Years 2019-2021

Subconsultant Morrison Structures Contract No. _____ Date Updated 11/07/2018

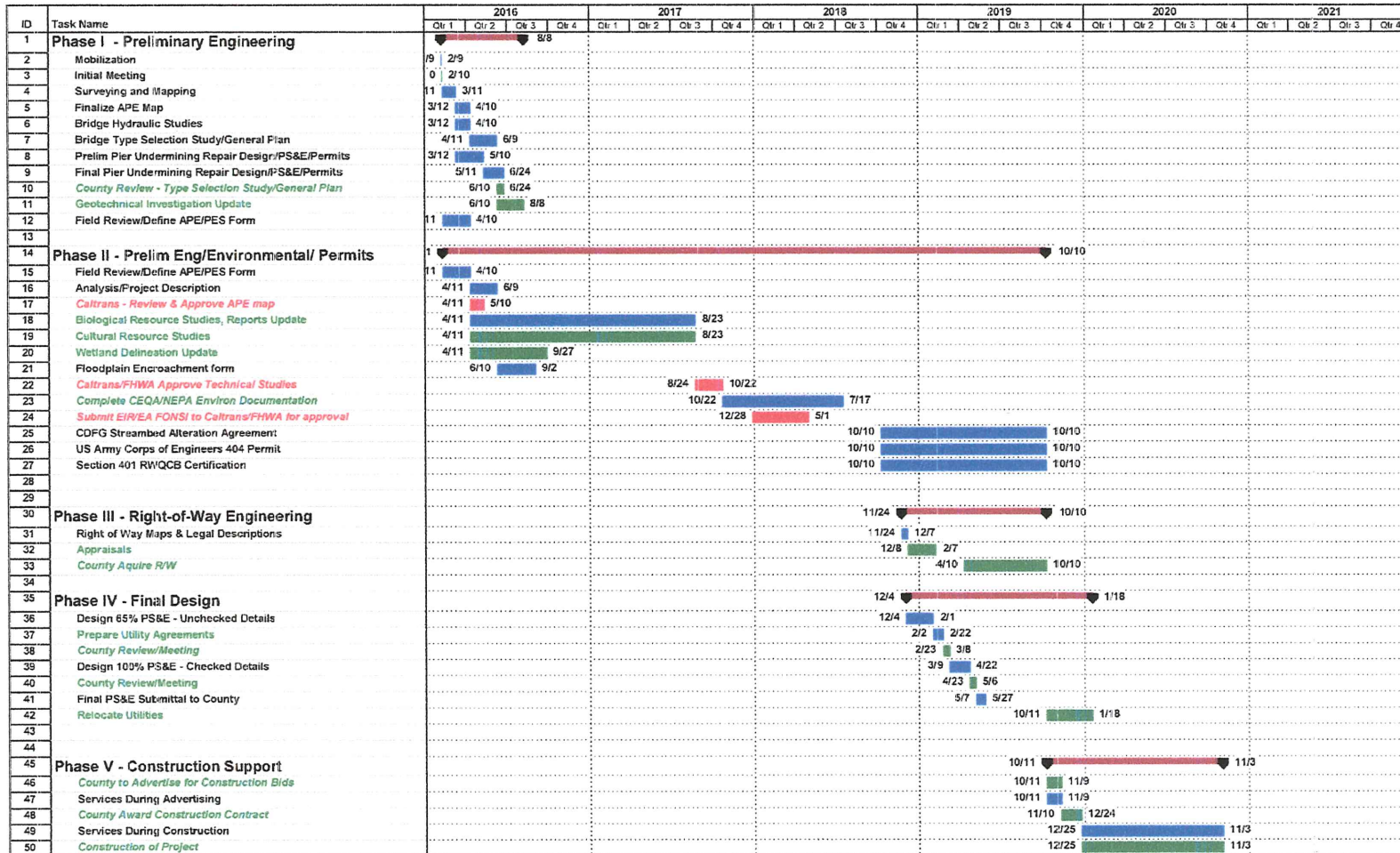
0.0% 196.20% 0.0% 196.20%
Fringe Benefit % + Overhead % + General Administration % = Combined Indirect Cost Rate (ICR) %
(= 0% if Included in OH) (= 0% if Included in OH)

FEE = 10%

BILLING INFORMATION				CALCULATION INFORMATION				
me/Job Title/Classificati	Hourly Billing Rates ²			Effective date of hourly rate		Actual or Avg. hourly rate ³	% or \$ increase	Hourly range - for classifications only
	Straight	OT(1.5x)	OT(2x)	From	To			
R Morrison Jr Structural Engr (E8)	\$224.69	N/A	N/A	1/1/2019	12/31/2019	\$68.96		Not Applicable
	\$232.55			1/1/2020	12/31/2020	\$71.37	3.50%	
	\$240.69			1/1/2021	12/31/2021	\$73.87	3.50%	
R Morrison Sr Senior Civil Engr (E7)	\$213.12	N/A	N/A	1/1/2019	12/31/2019	\$65.41		Not Applicable
	\$220.58			1/1/2020	12/31/2020	\$67.70	3.50%	
	\$228.30			1/1/2021	12/31/2021	\$70.07	3.50%	
D Roesner Associate Engr (E3)	\$150.98	N/A	N/A	1/1/2019	12/31/2019	\$46.34		Not Applicable
	\$156.27			1/1/2020	12/31/2020	\$47.96	3.50%	
	\$161.74			1/1/2021	12/31/2021	\$49.64	3.50%	
W Morrison Technician (T1)	\$63.53	N/A	N/A	1/1/2019	12/31/2019	\$19.50		Not Applicable
	\$65.76			1/1/2020	12/31/2020	\$20.18	3.50%	
	\$68.06			1/1/2021	12/31/2021	\$20.89	3.50%	
J Gallino Technician (T2)	\$104.49	N/A	N/A	1/1/2019	12/31/2019	\$32.07		Not Applicable
	\$108.15			1/1/20120	12/31/2020	\$33.19	3.50%	
	\$111.93			1/1/2021	12/31/2021	\$34.35	3.50%	

- Names and classifications of consultant (key staff) team members listed.
- Billing rate = actual hourly rate * (1+ ICR) * (1+ Fee). Agreed upon billing rates are not adjustable for the term of contract.

Cassel-Fall River Road Bridge Replacement Project Schedule



Legend: — MORRISON STRUCTURES
— County of Shasta
— Caltrans/FHWA

MORRISON STRUCTURES
November 2018

REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS

BOARD MEETING DATE: February 5, 2019

CATEGORY: Consent - Public Works-9.

SUBJECT:

Guardrail Repair (Off-System Roadways) – 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 “Guardrail Repair (Off-System Roadways),” Contract No. 704010 OFF-SYS, and record it within 15 days of actual completion.

SUMMARY

County guardrail was damaged in the Carr Fire. One of the two repair projects is complete.

DISCUSSION

The Carr Fire caused widespread damage to guardrails and other timber roadway elements. Funding sources distinguish between arterial (On-System) and lesser (Off-System) roads. On November 6, 2018, Apex Fence Co., Inc. was awarded the contract to repair damaged guardrail along Off-System roads. Several miles of guardrail have been repaired.

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

CalOES oversees the project funding. The recommendation has been reviewed by the County Administrative Office.

FINANCING

The total project cost estimate is \$260,000. FEMA funds will cover 75% and state funds will cover 18.75%. Adequate funds have been included in the Adopted FY 2018/19 Road Fund budget. There is no General Fund Impact.

REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS

BOARD MEETING DATE: February 5, 2019

CATEGORY: Consent - Public Works-10.

SUBJECT:

Lawrence & Associates Consulting Agreement

DEPARTMENT: Public Works

Supervisory District No. : All

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

STAFF REPORT APPROVED BY: Pat Minturn, Public Works Director

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

RECOMMENDATION

Approve and authorize the Chairman to sign an agreement with David A. Lawrence, Inc. dba Lawrence & Associates in an amount not to exceed \$200,000 to provide on-call consulting services related to the County's waste disposal facilities for a one-year period effective date of signing, with two automatic one-year extensions.

SUMMARY

It is recommended that the Board approve a triennial consulting agreement with Lawrence & Associates.

DISCUSSION

The County operates approximately twenty waste disposal facilities throughout the County (West Central Landfill, closed landfills, transfer stations, septage facilities, etc.). Engineers design capital improvements, administer monitoring programs and maintain compliance with applicable regulations. Routine functions are performed with County staff. Consultants provide specialized services on an as-needed basis. Lawrence & Associates is a local engineering/geological firm. They have provided services related to these facilities for many years. Staff proposes to continue the relationship with a new agreement.

ALTERNATIVES

The Board may decline to approve the agreement. Specialized expertise is needed on a recurring basis. Another consultant could be recruited. They would initially lack familiarity with our facilities and circumstances.

OTHER AGENCY INVOLVEMENT

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

FINANCING

The total compensation under the agreement shall not exceed \$200,000. Adequate funds have been included in the Adopted 2018/19 Solid Waste budget. There is no General Fund impact.

ATTACHMENTS:

Description	Upload Date	Description
Lawrence & Associates Agreement	1/24/2019	Lawrence & Associates Agreement

**PERSONAL SERVICES AGREEMENT
BETWEEN THE
COUNTY OF SHASTA
AND
DAVID A. LAWRENCE, INC. dba LAWRENCE & ASSOCIATES**

This agreement is entered into between the County of Shasta, through its Department of Public Works, a political subdivision of the State of California ("County") and David A. Lawrence, Inc. dba Lawrence & Associates ("Consultant") for the purpose of providing specialized consulting and testing services related to waste disposal facility planning, design, operation, environmental monitoring, assessment and remediation (collectively, the "Parties" and individually a "Party").

Section 1. RESPONSIBILITIES OF CONSULTANT.

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

- A. Perform monitoring of the perimeter gas wells at West Central Landfill. Monitoring shall consist of:
 - 1. Measuring the gas pressure present in each of the gas well probes; and
 - 2. Measuring the concentrations of methane, oxygen and carbon dioxide present in each of the gas well probes using portable gas detection equipment.

The above measurements shall be recorded on a field data sheet along with the name of the person performing the monitoring, the date and time of the monitoring and the overall weather conditions including, but not limited to, ambient temperature and barometric pressure present during monitoring. The field data sheet shall be submitted to the County within five days following the monitoring.

Perimeter gas well monitoring shall be carried out quarterly with the monitoring quarters coinciding with the standard calendar year quarters. Monitoring shall commence during the first quarter of 2019. More frequent monitoring may be required, as directed by the County.

- B. Provide, at the County's written direction, personal services consisting of geological, hydrological, environmental and engineering related consulting associated with waste disposal facility planning, design, operations, environmental monitoring, assessment and remediation. Each assignment shall be negotiated between the Consultant and representatives of the County. The scope of work, compensation, and the date for completion of the work shall be agreed to in writing between the Consultant and County. The Consultant shall only perform the services upon written approval by the County and shall be considered approval to commence with the services in accordance with the terms of this agreement.

- C. At the onset of this agreement Consultant may be pursuing existing solid waste consulting services as agreed to by County and Consultant under the agreement predecessor to this agreement ("2016 Waste Facility Consulting Agreement" executed February 23, 2016). Such previously authorized services shall automatically become part of the scope of work of this agreement. For such in-process services, the previously agreed upon scope of work, total compensation and date of completion shall still apply unless revised by County and Consultant. Individual rates of compensation shall conform to Section 3 of this agreement.
- D. 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. Provide available technical data in County's possession including, but not limited to, monitoring data, drawings, maps, studies, surveys, reports and other information related to the work being performed as requested by Consultant.
- B. Provide Consultant reasonable access to County property to permit Consultant to complete the services described in this agreement.
- C. Compensate Consultant as prescribed in sections 3 and 4 of this agreement and shall monitor the outcomes achieved by Consultant.

Section 3. COMPENSATION.

- A. Consultant shall be paid on a time and materials basis in accordance with the Consultant's Schedule of Fees, contained in Exhibit A, attached and incorporated herein.
- B. Consultant may request in writing that the rates set forth in Exhibit A be adjusted at the end of each one-year term of the agreement in order to reflect increases in costs. Such adjustment shall be limited to no more than 3% per one-year term of that agreement and shall be enacted by amendment to the agreement as provided in Section 7.

- C. In no event shall compensation paid to Consultant pursuant to this agreement exceed \$200,000.00.

Section 4. BILLING AND PAYMENT.

Consultant shall submit to the Department of Public Works an itemized statement of services rendered and costs incurred, accompanied by original receipts, each month. County shall make payment within 30 days of receipt of Consultant's correct and approved statement or invoice.

Section 5. TERM OF AGREEMENT.

- A. The initial term of this agreement shall be for one year beginning as of the last date it has been signed by both Parties. The term of this agreement may be extended by County for two additional one-year terms under the same terms and conditions except as provided in section 3, unless written notice of non-renewal is provided by either Party to the other Party at least 30 days prior to the expiration of the initial term or the then current term.
- B. Notwithstanding the foregoing, County shall not be obligated for payments hereunder for any future County fiscal year unless or until County's Board of Supervisors appropriates funds for this agreement in County's budget for that County fiscal year. In the event that funds are not appropriated for this agreement, then this agreement shall end as of June 30 of the last County fiscal year for which funds for this agreement were appropriated. For the purposes of this agreement, the County fiscal year commences on July 1 and ends on June 30 of the following year. County shall notify Consultant in writing of such non-appropriation at the earliest possible date.

Section 6. TERMINATION OF AGREEMENT.

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

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

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

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

Section 8. NONASSIGNMENT OF AGREEMENT; NON-WAIVER.

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

Section 9. EMPLOYMENT STATUS OF CONSULTANT.

Consultant shall, during the entire term of this agreement, be construed to be an independent contractor, and nothing in this agreement is intended nor shall be construed to create an employer-employee relationship, a joint venture relationship, or to allow

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

Section 10. INDEMNIFICATION.

- A. To the fullest extent permitted by law, Consultant shall indemnify and hold harmless County, its elected officials, officers, employees, agents, and volunteers against all claims, suits, actions, costs, expenses, (including, but not limited to, reasonable attorney's fees of County Counsel and counsel retained by County, expert fees, litigation costs, and investigation costs), damages, judgments, or decrees arising from the negligent acts, willful acts, or errors or omissions arising during the provision of services undertaken pursuant to this agreement by Consultant, or by any of Consultant's subcontractors, or any person employed under Consultant, 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 negligent acts, willful acts, or errors or omissions related to the work or the provision of services undertaken pursuant to this agreement by Consultant, or any of Consultant's subcontractors, or any person employed under Consultant. Consultant shall also defend and indemnify County for any adverse determination made by the Internal Revenue Service or the State Franchise Tax Board and/or any other taxing or regulatory agency and shall defend, indemnify, and hold harmless County with respect to Consultant's "independent contractor" status that would establish a liability on County for failure to make social security deductions or contributions or income tax withholding payments, or any other legally mandated payment. The provisions of this paragraph are intended to be interpreted as broadly as permitted by applicable law. This provision shall survive the termination, expiration, or cancellation of this agreement.
- B. For professional services provided under this agreement, Consultant shall indemnify, defend, and hold harmless County, its elected officials, officers, employees, agents, and volunteers from and against any and all claims, demands, actions, losses, liabilities, damage, and costs, including reasonable attorneys' fees, arising out of or resulting from the negligent performance of the professional

services provided under this agreement. Consultant shall also, at Consultant's own expense, defend the County against any suit or action brought against County founded upon any claim, action or proceeding which is based upon the work or the provision of services undertaken pursuant to this agreement. Furthermore, the duty of Consultant includes the duty of defense, inclusive of that set forth in the California Civil Code Section 2778, and is subject to any limit provided for in Civil Code Section 2782.8(a) of the cost to defend charged to the Consultant. The words "professional services" shall be interpreted as defined in Civil Code Section 2782.8, as it may be amended from time to time. The provisions of this paragraph are intended to be interpreted as broadly as permitted by applicable law.

Section 11. INSURANCE COVERAGE.

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

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

"Separation of Insureds.

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

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

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

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

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

Section 13. COMPLIANCE WITH LAWS; NON-DISCRIMINATION.

- A. Consultant shall observe and comply with all applicable present and future federal laws, state laws, local laws, codes, rules, regulations, and/or orders that relate to the work or services to be provided pursuant to this agreement.

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

Section 14. ACCESS TO RECORDS; RECORDS RETENTION.

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

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

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

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

Section 16. LICENSES AND PERMITS.

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

Section 17. PERFORMANCE STANDARDS.

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

Section 18. CONFLICTS OF INTEREST.

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

Section 19. NOTICES.

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

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

If to Consultant: Bryan Gartner
Lawrence & Associates
3590 Iron Court
Shasta Lake, CA 96019
530-275-4800; Fax 530-275-7970

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

Section 20. AGREEMENT PREPARATION.

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

Section 21. COMPLIANCE WITH POLITICAL REFORM ACT.

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

Section 22. PROPERTY TAXES.

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

Section 23. SEVERABILITY.

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

Section 24. COUNTY'S RIGHT OF SETOFF.

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

Section 25. CONFIDENTIALITY.

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

Section 26. SCOPE AND OWNERSHIP OF WORK.

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

Section 27. USE OF COUNTY PROPERTY.

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

SIGNATURE PAGE FOLLOWS

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

COUNTY OF SHASTA

Date: _____

LEONARD MOTY, 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: David M. Yorton, Jr. 1/18/19
David M. Yorton, Jr.
Senior Deputy County Counsel

RISK MANAGEMENT APPROVAL

By: James Johnson 1/18/19
James Johnson
Risk Management Analyst III

CONSULTANT

**DAVID A. LAWRENCE, INC. dba
LAWRENCE & ASSOCIATES**

By: Bonnie Lampley

Print Name: Bonnie Lampley

Title: President/CFO

Date: 01-14-19

Tax I.D.#: 94-2661102

By: Bryn Gartner

Print Name: Bryan Gartner

Title: Secretary

Date: 1/14/19

EXHIBIT A

Schedule of Fees



SCHEDULE OF FEES

EFFECTIVE JANUARY 10, 2018

Professional Services

Engineering Geologist/Hydrogeologist	
Principal	\$160/hour
Senior	\$135/hour
Associate	\$115/hour
Staff	\$105/hour
Assistant	\$100/hour
Engineer	
Principal Engineer	\$175/hour
Senior Registered Civil	\$155/hour
Associate Civil	\$125/hour
Assistant Civil	\$105/hour
Engineering Technician	\$85/hour
Project Manager	\$125/hour
Environmental Assessor	\$110/hour
AutoCAD Operator (Level I)	\$85/hour
AutoCAD Operator (Level II)	\$75/hour
Field Technician	\$85/hour
Laborer	\$65/hour
Surveyor	\$80/hour
Tank Fund Administrator	\$65/hour
Clerical	\$65/hour
Word Processor	\$65/hour

Deposition and Court Appearances

Minimum charge	\$1400 part or full day
Deposition or Court Appearance Rate	\$250/hr
Preparation at consulting-service rates	as listed above

Drilling Services (CME-55 drilling rig)

7-5/8 and 9-5/8-inch OD augers with operator and helper	(See drilling schedule of fees)
Mobilization	

Other In-House Equipment

Test pumps (submersible, through 5 HP)	quoted/job
Campbell 21X data loggers w/ transducers (water and gas)	quoted/job
Conductivity, oxygen, temperature and dissolved oxygen probes	quoted/job
Meteorological station (wind direction and velocity)	quoted/job
Gas-extraction and air-monitoring pumps	quoted/job
Mileage	\$0.70
Mileage (drilling rig)	\$1.00
Per diem (per person/day; may vary dep. upon location)	\$120+/day
Level D protection (per person/day)	\$30/day
Survey equipment (per day)	\$50/day
GPS Survey (per day)	\$150/day

Expenses, Materials, Outside Services

(All direct-job related expenses: reproduction, rental equipment, materials, subcontracted labor and equipment)	at cost + 15%
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REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS

BOARD MEETING DATE: February 5, 2019

CATEGORY: Consent - Public Works-11.

SUBJECT:

Public Works Vehicles – Award Purchases

DEPARTMENT: Public Works

Supervisory District No. : All

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

STAFF REPORT APPROVED BY: Pat Minturn, Public Works Director

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

RECOMMENDATION

Take the following actions: (1) Award the purchase of four pickup trucks to Crown Motors of Redding, California for a total price of \$238,103.78 (including tax and delivery); (2) approve and authorize the purchase of the pickup trucks; and (3) waive the requirement for competitive procurement.

SUMMARY

Four replacement pickup trucks are proposed for road maintenance.

DISCUSSION

The County uses pickup trucks for general road maintenance and light snowplowing. Four pickup trucks have reached the end of their service life. Crown Motors has provided quotes to furnish four trucks under the California Multiple Award Schedules (CMAS) State Contract and at a discount. The proposed trucks meet the requisite specifications and are similar to existing vehicles in the fleet. Crown Motors is local for warranty services.

ALTERNATIVES

The Board may purchase from Downtown Ford Sales of Sacramento at the CMAS quote price, solicit bids or decline to purchase new trucks at this time. Existing vehicles would remain in service.

OTHER AGENCY INVOLVEMENT

County Purchasing has approved the purchases. The County Administrative Office have reviewed this recommendation.

FINANCING

Adequate funds to replace the vehicles are included in the Adopted FY 2018/19 Roads Budget. There is no General Fund

impact.

ATTACHMENTS:

Description	Upload Date	Description
Proposal - 2019 Ford F-350 (2 ea.)	1/24/2019	Proposal - 2019 Ford F-350 (2 ea.)
Proposal - 2019 Ford F-350 Super Cab (1 ea.)	1/24/2019	Proposal - 2019 Ford F-350 Super Cab (1 ea.)
Proposal - 2019 Ford F-450 (1 ea.)	1/24/2019	Proposal - 2019 Ford F-450 (1 ea.)



555 W. Cypress Ave. Redding CA 96001

Cell Phone: 530-523-6011 Email: bill@crownfleet.pro

www.crownfleet.pro

Fleet Proposal

1/4/2019

To: Shasta County Roads
Attn: Craig Isberg

Prepared by: Bill Dawson

Re: Vehicle Quote New 2019 Ford F-350 Regular Cab 2WD Gas

Quantity	Description	Unit Price	Total
2	New 2019 Ford F-350 Regular Cab 2WD Gas California State Contract 1-18-23-20A	\$24,696.00	\$49,392.00
2	Change to 4 Wheel Drive	\$2,910.00	\$5,820.00
2	Change to Diesel Engine	\$8,728.00	\$17,456.00
2	3.55 Electronic Locking Differential	\$372.00	\$744.00
2	Change to All Terrain Tires	\$157.00	\$314.00
2	Cloth 40/20/40 Split Bench Seat	\$95.00	\$190.00
2	XL Value Package	\$957.00	\$1,914.00
2	Power Equipment Group	\$875.00	\$1,750.00
2	Snow Plow Prep Package	\$177.00	\$354.00
2	Skid Plate Package	\$95.00	\$190.00
2	Engine Block Heater	\$95.00	\$190.00
2	Trailer Brake Controller	\$258.00	\$516.00
2	Rear View Camera and Prep Kit	\$397.00	\$794.00
2	Upfitter Switches	\$157.00	\$314.00
2	Knapheide Service Body and Snow Plow	\$16,585.00	\$33,170.00
2	Discount for Payment in 20 Days	-\$500.00	-\$1,000.00
Net Price			\$113,108.00
Sales Tax			\$8,200.33
License			\$0.00
MCVS fee			\$60.00
Tire Tax			\$17.50
Bid Amount			\$121,385.83

Exempt

Price For one
Quote good 4/1/2019

Contact Line Item # (CLIN)	Description	FOB	UNSPSC Code	Unit of Measure (UOM)	Quantity in Unit of Measure	Make	Model	Vehicle Unit Price	Maintenance Plan Contract Unit Price	Dealer	Contract Number	Technical Questionnaire (Click to Follow)
	accordance with specification 2310-4181 dated 11/7/17.					Chevrolet	Silverado 2500	Currently Unavailable		Winner Chevrolet	1-18-23-20D	Technical Questionnaire
27	Full Size Pickup, 4x2, Regular Cab, Regular Box, 133 in. WB, 8500 lb. GVWR, CNG Fueled Vehicle in accordance with specification 2310-4181 dated 11/7/17.	Sacramento	25101507	Each	1	Ford	F250	\$32,251.00		Downtown Ford Sales	1-18-23-20A	Technical Questionnaire
						Ram	2500	\$33,604.00		Elk Grove Auto Group	1-18-23-20B	Technical Questionnaire
28	Full Size Pickup, 4X2, Regular Cab, Regular Box, 380 lb.-ft. Torque, 133 in. WB, 10200 lb. GVWR, GASOLINE Fueled Vehicle in accordance with specification 2310-4181 dated 11/7/17.	Sacramento	25101600	Each	1	Ram	3500	\$23,174.00		Leehan of Davis	1-18-23-20H	Technical Questionnaire
						Ford	F350	\$24,696.00		Downtown Ford Sales	1-18-23-20A	Technical Questionnaire
						Chevrolet	Silverado 3500	Currently Unavailable		Winner Chevrolet	1-18-23-20D	Technical Questionnaire
29	Truck, Cab & Chassis, 4X2, Regular Cab, 380 lb.-ft. Torque, 60 in. CA, 10200 lb. GVWR, GASOLINE Fueled Vehicle in accordance with specification 2310-4181 dated 11/7/17.	Sacramento	25101600	Each	1	Ford	F350	\$24,565.00		Downtown Ford Sales	1-18-23-20A	Technical Questionnaire
						Ram	3500	\$23,125.00		Elk Grove Auto Group	1-18-23-20B	Technical Questionnaire
						Chevrolet	Silverado 3500	\$26,438.00		Winner Chevrolet	1-18-23-20D	Technical Questionnaire
30	Truck, Cab & Chassis, 4X2, Regular Cab, 380 lb.-ft. Torque, 60 in. CA, 15000 lb. GVWR, GASOLINE Fueled Vehicle in accordance with specification 2310-4181 dated 11/7/17.	Sacramento	25101600	Each	1	Ram	4500	\$30,283.00		Leehan of Davis	1-18-23-20H	Technical Questionnaire
						Ford	F450	\$29,674.00		Downtown Ford Sales	1-18-23-20A	Technical Questionnaire
31	Truck, Cab & Chassis, 4X2, Regular Cab, 650 lb.-ft. Torque, 60 in. CA, 15000 lb. GVWR, DIESEL Fueled Vehicle in accordance with specification 2310-4181 dated 11/7/17.	Sacramento	25101600	Each	1	Ram	4500	\$37,955.00		Leehan of Davis	1-18-23-20H	Technical Questionnaire
						Ford	F450	\$37,257.00		Downtown Ford Sales	1-18-23-20A	Technical Questionnaire
						Chevrolet	Silverado 4500	\$39,425.00		Winner Chevrolet	1-18-23-20D	Technical Questionnaire
32	Truck, Cab & Chassis, 4X2, Regular Cab, 60 in. CA, 15000 lb. GVWR, CNG Fueled Vehicle in accordance with specification 2310-4181 dated 11/7/17.	Sacramento	25101600	Each	1	Ford	F450	\$42,542.00		Downtown Ford Sales	1-18-23-20A	Technical Questionnaire
33	Truck, Cab & Chassis, 4X2, Regular Cab, 380 lb.-ft. Torque, 84 in. CA, 19500 lb. GVWR, GASOLINE Fueled Vehicle in accordance with specification 2310-4181 dated 11/7/17.	Sacramento	25101600	Each	1	Ford	F550	\$32,079.00		Downtown Ford Sales	1-18-23-20A	Technical Questionnaire
						Ram	5500	\$30,729.00		Wondries Fleet Group	1-18-23-20E	Technical Questionnaire
34	Truck, Cab & Chassis, 4X2, Regular Cab, 650 lb.-ft. Torque, 84 in. CA, 19500 lb. GVWR, DIESEL Fueled Vehicle in accordance with specification 2310-4181 dated 11/7/17.	Sacramento	25101600	Each	1	Ram	5500	\$38,841.00		Leehan of Davis	1-18-23-20H	Technical Questionnaire
						Ford	F550	\$39,662.00		Downtown Ford Sales	1-18-23-20A	Technical Questionnaire
						Chevrolet	Silverado 5500	\$41,950.00		Winner Chevrolet	1-18-23-20D	Technical Questionnaire
35	Truck, Cab & Chassis, 4X2, Regular Cab, 84 in. CA, 19500 lb. GVWR, CNG Fueled Vehicle in accordance with specification 2310-4181 dated 11/7/17.	Sacramento	25101600	Each	1	Ford	F550	\$44,947.00		Downtown Ford Sales	1-18-23-20A	Technical Questionnaire
36	Truck, Cab & Chassis, 4X2, Regular Cab, 450 lb.-ft. Torque, 102 in. CA, 25500 lb. GVWR, GASOLINE Fueled Vehicle in accordance with specification 2310-4181 dated 11/7/17.	Sacramento	25101600	Each	1	Ford	F650	\$42,711.00		Downtown Ford Sales	1-18-23-20A	Technical Questionnaire
						Freightliner	M2	\$61,155.00		Sacramento Truck Center	1-18-23-20I	Technical Questionnaire

ADVANCED

TRUCK BODY & EQUIPMENT CO.

4825 TABLE ROCK RD. CENTRAL POINT, OR. 97502
TOLL FREE 1 (888) 289-1482 FAX (541) 664-1158

Estimate

Date	Estimate #
12/7/2018	4936

Name / Address
Crown Motors 555 W. Cypress Redding, CA 96001

Reference
Service body and plows

Terms	DELIVERY ARO	Rep	FOB	Vehicle Type
Due on receipt		MBR		Ford F-350 56" C.A. SRW
Item	Description			Qty
696F-2	Knapheide 696F Low Profile Service Body - 96" long X 78" wide X 37.25" tall X 14.5" deep compartments - Vertical compartment configuration on both sides - Automotive quality rotary style slam latches - Slam lock tailgate with one hand center release - Flip top lids with one hand release inside horizontal compartment - 250lbs capacity adjustable shelves - Painted Knap-Blend White - Electrodeposition primer and fully undercoated - 6 year limited warranty			2
20039480	Knapheide proprietary flush mount LED light kit with built in class II strobes, standard utility body 80" wide or less. (Note: additional power switch for strobes required)			2
26057919	Knapheide grip strut bumper with pintle hook recess, for use with 78" wide bodies. Knap-White paint. 2017+ Ford 56" CA			2
20051550	Ford 56" CA Installation Kit			2
UTPP-85	Western Pro Plus 8-1/2 ft. snow plow - electric hydraulic power unit - 31-1/2" moldboard height - 12ga. hi-tensile steel construction - 4 trip springs with 2 shock absorbers for dampening - 8 vertical ribs - 1-1/2" x 12" angling rams - cast iron disc shoes 1/2" x 6" steel cutting edge - Ultra finish powder coat - Ultra Mount 2 attaching system - Two winter warranty			2
ADVANCED	Install factory backup camera in rear bumper			2
INSTALLATION	Installation labor			32
FREIGHT	Freight			2
DELIVER VEHICLE	Delivery of vehicle.			2
Thank You For The Opportunity To Quote!				Total \$33,170.00

Prices firm for thirty (30) days from estimate date

Signature _____

Mark Robinson



Crown Ford
555 West Cypress, Redding, California, 960012819
Office: 530-241-4321

2019 F-350, SD Regular Cab
4x4 SD Regular Cab 8' box 142" WB SRW
XL(F3B)
Price Level: 950 Quote ID: SCR19F3BP

Selected Options

Code	Description	MSRP
Base Vehicle		
F3B	Base Vehicle Price (F3B)	\$37,120.00
Packages		
610A	Order Code 610A <i>Includes:</i> - Wheels: 17" Argent Painted Steel Includes painted hub covers/center ornaments.	N/C
Powertrain		
99T	Engine: 6.7L 4V OHV Power Stroke V8 Turbo Diesel B20 <i>Includes manual push-button engine-exhaust braking and intelligent oil-life monitor.</i> <i>Includes:</i> - Dual 78-AH 750 CCA Batteries - 29 Gallon Fuel Tank - GVWR: 11,000 lb Payload Package	\$9,120.00
44W	Transmission: TorqShift 6-Speed Automatic (6R140). Includes SelectShift.	N/C
X3J	Electronic-Locking w/3.55 Axle Ratio	\$390.00
NONGV	GVWR: 11,000 lb Payload Package	Included
Wheels & Tires		
TBM	Tires: LT245/75Rx17E BSW A/T (4)	\$165.00
64A	Wheels: 17" Argent Painted Steel <i>Includes painted hub covers/center ornaments.</i>	Included
512	Spare Tire, Wheel, Carrier & Jack Spare tire is standard equipment; becomes optional when (66D) Pickup Box Delete is ordered.	\$295.00
Seats & Seat Trim		
1	Cloth 40/20/40 Split Bench Seat <i>Includes center armrest, cupholder, storage and driver's side manual lumbar.</i>	\$100.00
Other Options		
142WB	142" Wheelbase	STD
PAINT	Monotone Paint Application	STD
96V	XL Value Package	\$1,000.00

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

Prepared for: Craig Isberg, Shasta County Public Works
By: William Dawson Date: 01/03/2019



Crown Ford
555 West Cypress, Redding, California, 960012819
Office: 530-241-4321

2019 F-350, SD Regular Cab
4x4 SD Regular Cab 8' box 142" WB SRW
XL(F3B)
Price Level: 950 Quote ID: SCR19F3BP

Selected Options (cont'd)

Code	Description	MSRP
	<i>Includes:</i> - 4.2" Center-Stack Screen - Radio: AM/FM Stereo/MP3 Player <i>Includes 4 speakers.</i> - SYNC Communications & Entertainment System <i>Includes enhanced voice recognition with 911 Assist, 4.2" LCD center stack screen, AppLink, 1 smart-charging USB port and steering wheel audio controls.</i> - Bright Chrome Hub Covers & Center Ornaments - Chrome Front Bumper - Steering Wheel-Mounted Cruise Control	
90L	Power Equipment Group	\$915.00
	<i>Deletes passenger-side lock cylinder. Includes upgraded door trim panel.</i> <i>Includes:</i> - Accessory Delay - Trailer Tow Mirrors w/Power Heated Glass <i>Includes power heated glass, heated convex spotter mirror and integrated clearance lights and turn signal indicators.</i> - Advanced Security Pack <i>Includes SecuriLock Passive Anti-Theft System (PATS) and inclination/intrusion sensors.</i> - Power Locks - Power Tailgate Lock - Power Front Seat Windows <i>Includes 1-touch up/down driver/passenger window.</i> - Remote Keyless Entry	
473	Snow Plow Prep Package	\$185.00
	REQUIRES Dual Alternators (67A) when ordered with Upfitter Switches (66S) and 110V/400W Outlet (43C). <i>Includes computer selected springs for snowplow application. NOTE 1: Restrictions apply; see Supplemental Reference or Body Builders Layout Book for details. NOTE 2: May result in deterioration of ride quality when vehicle is not equipped with snowplow.</i> <i>Includes:</i> - Extra Heavy-Duty 220 Amp Alternator	
66D	Pickup Box Delete	-\$625.00
	<i>Deletes tie-down hooks, tailgate, rearview camera, 7/4 pin connector and center high-mounted stop lamp (CHMSL) (only on vehicles over 10,000 lbs.GVWR). Incomplete vehicle package - requires further manufacture and certification by a final stage manufacturer. In addition, Ford urges manufacturers to follow the recommendations of the Ford Incomplete Vehicle Manual and the Ford Truck Body Builder's Layout Book (and applicable supplements).</i> <i>Includes:</i> - Rear Bumper Delete - Spare Wheel, Tire, Carrier & Jack Delete	
41P	Transfer Case & Fuel Tank Skid Plates	\$100.00
41H	Engine Block Heater	\$100.00
52B	Trailer Brake Controller	\$270.00
	<i>Verified to be compatible with select electric over hydraulic brakes. Includes smart trailer tow connector.</i>	
872	Rear View Camera & Prep Kit	\$415.00
	<i>Pre-installed content includes cab wiring, frame wiring to the rear most cross member and video display with electronic mirror and 4" display. Upfitters kit includes camera with mounting bracket, 14' jumper wire and camera mounting and aiming instructions.</i>	
66S	Upfitter Switches (6)	\$165.00
	<i>Located in overhead console.</i> <i>Includes:</i> - Extra Heavy-Duty 220 Amp Alternator	
585	Radio: AM/FM Stereo/MP3 Player	Included

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

Prepared for: Craig Isberg, Shasta County Public Works
By: William Dawson Date: 01/03/2019



Crown Ford
555 West Cypress, Redding, California, 960012819
Office: 530-241-4321

2019 F-350, SD Regular Cab
4x4 SD Regular Cab 8' box 142" WB SRW
XL(F3B)
Price Level: 950 Quote ID: SCR19F3BP

Selected Options (cont'd)

Code	Description	MSRP
	Includes 4 speakers. Includes: - SYNC Communications & Entertainment System Includes enhanced voice recognition with 911 Assist, 4.2" LCD center stack screen, AppLink, 1 smart-charging USB port and steering wheel audio controls.	
Emissions		
425	50-State Emissions System	STD
Interior Colors		
1S_02	Medium Earth Gray	N/C
Primary Colors		
Z1_01	Oxford White	N/C
SUBTOTAL		\$49,715.00
Destination Charge		\$1,595.00
TOTAL		\$51,310.00

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555 West Cypress, Redding, California, 960012819
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2019 F-350, SD Regular Cab
4x4 SD Regular Cab 8' box 142" WB SRW
XL(F3B)
Price Level: 950 Quote ID: SCR19F3BP

Selected Equipment & Specs

Dimensions

- * Exterior length: 231.8"
- * Exterior width: 80.0"
- * Wheelbase: 142.0"
- * Rear track: 67.2"
- * Min ground clearance: 8.2"
- * Front headroom: 40.8"
- * Front shoulder room: 66.7"
- * Approach angle: 17.8 deg
- * Cargo volume: 11.6cu.ft.
- * Cab to axle: 56.1"
- * Exterior height: 80.9"
- * Front track: 68.3"
- * Turning radius: 23.8'
- * Front legroom: 43.9"
- * Front hiproom: 62.5"
- * Passenger volume: 64.6cu.ft.
- * Departure angle: 21.8 deg
- * Maximum cargo volume: 11.6cu.ft.

Powertrain

- * Powerstroke 450hp 6.7L OHV 32 valve intercooled turbo V-8 engine with diesel direct injection
- * federal
- * Part-time
- * Fuel Economy Highway: N/A
- * Recommended fuel : diesel
- * TorqShift 6 speed automatic transmission with overdrive
- * Fuel Economy Cty: N/A

Suspension/Handling

- * Front Mono-beam non-independent suspension with anti-roll bar, HD shocks
- * Firm ride Suspension
- * Front and rear 17 x 7.5 argent steel wheels
- * Rear rigid axle leaf spring suspension with HD shocks
- * Hydraulic power-assist re-circulating ball Steering
- * LT245/75SR17 EBSW AT front and rear tires

Body Exterior

- * 2 doors
- * Turn signal indicator in mirrors
- * Chrome bumpers
- * Clearcoat paint
- * 2 front tow hook(s)
- * Driver and passenger power remote heated, manual folding door mirrors with turn signal indicator
- * Black door mirrors
- * Class V trailer hitch with with brake controller and trailer sway control
- * Front and rear 17 x 7.5 wheels

Convenience

- * Manual air conditioning with air filter
- * Power front windows
- * Driver and passenger 1-touch down
- * Manual tilt steering wheel
- * Day-night rearview mirror with auto-dimming
- * Wireless phone connectivity
- * 2 1st row LCD monitors
- * Passenger visor mirror
- * Upfitter switches
- * Cruise control with steering wheel controls
- * Driver and passenger 1-touch up
- * Remote power door locks with 2 stage unlock and illuminated entry
- * Manual telescopic steering wheel
- * 911 Assist emergency SOS
- * AppLink smart device integration
- * Front cupholders
- * Driver and passenger door bins

Seats and Trim

- * Seating capacity of 3
- * 4-way driver seat adjustment
- * 4-way passenger seat adjustment
- * Cloth seat upholstery
- * Front 40-20-40 split-bench seat
- * Manual driver lumbar support
- * Centre front armrest with storage

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

Prepared for: **Craig Isberg, Shasta County Public Works**
By: **William Dawson** Date: **01/03/2019**



Crown Ford
555 West Cypress, Redding, California, 960012819
Office: 530-241-4321

2019 F-350, SD Regular Cab
4x4 SD Regular Cab 8' box 142" WB SRW
XL(F3B)
Price Level: 950 Quote ID: SCR19F3BP

Selected Equipment & Specs (cont'd)

Entertainment Features

- * AM/FM stereo radio
- * Steering wheel mounted radio controls
- * Streaming audio
- * SYNC external memory control
- * 4 speakers
- * Fixed antenna

Lighting, Visibility and Instrumentation

- * Halogen aero-composite headlights
- * Fully automatic headlights
- * Light tinted windows
- * Tachometer
- * Outside temperature display
- * Trip computer
- * Delay-off headlights
- * Variable intermittent front windshield wipers
- * Front reading lights
- * Compass
- * Low tire pressure warning
- * Trip odometer

Safety and Security

- * 4-wheel ABS brakes
- * 4-wheel disc brakes
- * ABS and driveline traction control
- * Dual seat mounted side impact airbag supplemental restraint system
- * Remote activated perimeter/approach lighting
- * Security system with SecuriLock immobilizer
- * Manually adjustable front head restraints
- * Brake assist with hill hold control
- * Electronic stability control
- * Dual front impact airbag supplemental restraint system with passenger cancel
- * Safety Canopy System curtain 1st row overhead airbag supplemental restraint system
- * Power remote door locks with 2 stage unlock and panic alarm
- * MyKey restricted driving mode

Dimensions

General Weights

Curb.....	6,815 lbs.	GVWR.....	11,000 lbs.
Payload.....	3,920 lbs.		

Front Weights

Front GAWR.....	5,990 lbs.	Front curb weight.....	4,351 lbs.
Front axle capacity.....	6,000 lbs.	Front spring rating.....	5,990 lbs.
Front tire/wheel capacity.....	6,390 lbs.		

Rear Weights

Rear GAWR.....	6,340 lbs.	Rear curb weight.....	2,466 lbs.
Rear axle capacity.....	7,280 lbs.	Rear spring rating.....	6,340 lbs.
Rear tire/wheel capacity.....	6,390 lbs.		

Trailer Type

Type.....	Regular	Class.....	V
Hitch.....	Yes	Brake controller.....	Yes
Trailer sway control.....	Yes		

General Trailering

5th-wheel towing capacity.....	18000 lbs.	Gooseneck towing capacity.....	21100 lbs.
Towing capacity.....	15000 lbs.	GCWR.....	28700 lbs.

Fuel Tank type

Capacity.....	29.01 gal.
---------------	------------

Off Road

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Prepared for: Craig Isberg, Shasta County Public Works
By: William Dawson Date: 01/03/2019



Crown Ford
555 West Cypress, Redding, California, 960012819
Office: 530-241-4321

2019 F-350, SD Regular Cab
4x4 SD Regular Cab 8' box 142" WB SRW
XL(F3B)
Price Level: 950 Quote ID: SCR19F3BP

Selected Equipment & Specs (cont'd)

Approach angle..... 18 deg
Ramp breakover angle..... 25 deg
Load floor height..... 38"

Departure angle..... 22 deg
Min ground clearance..... 8"

Interior cargo

Cargo volume..... 11.6 cu.ft.

Maximum cargo volume..... 11.6 cu.ft.

Powertrain

Engine Type

Brand..... Powerstroke
Cylinders..... V-8
Ignition..... Compression
Liters..... 6.7L
Recommended fuel..... Diesel
Valvetrain..... OHV

Block material..... Iron
Head material..... Aluminum
Injection..... Diesel direct injection
Orientation..... Longitudinal
Valves per cylinder..... 4
Forced induction..... Intercooled turbo

Engine Spec

Bore..... 3.90"
Displacement..... 406 cu.in.

Compression ratio..... 16.2:1
Stroke..... 4.25"

Engine Power

SAEJ1349 AUG2004 compliant..... Yes
Torque..... 935 ft.-lb @ 1,800 RPM

Output..... 450 HP @ 2,800 RPM

Alternator

Type..... HD

Amps..... 220

Battery

Amp hours..... 78
Run down protection..... Yes

Cold cranking amps..... 750
Type..... Dual

Engine Extras

Block heater..... Yes

Transmission

Electronic control..... Yes
Overdrive..... Yes
Type..... Automatic

Lock-up..... Yes
Speed..... 6

Transmission Gear Ratios

1st..... 3.974
3rd..... 1.516
5th..... 0.858
Reverse Gear ratios..... 3.128

2nd..... 2.318
4th..... 1.149
6th..... 0.674

Transmission Torque Converter

Stall ratio..... 1.90

Transmission Extras

Driver selectable mode..... Yes

Sequential shift control..... SelectShift

Drive Type

4wd type..... Part-time

Type..... Four-wheel

Drive Feature

Traction control..... ABS and driveline

Locking hub control..... Auto

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2019 F-350, SD Regular Cab
4x4 SD Regular Cab 8' box 142" WB SRW
XL(F3B)
Price Level: 950 Quote ID: SCR19F3BP

Selected Equipment & Specs (cont'd)

Transfer case shift.....	Electronic	Rear locking differential.....	Driver selectable
<i>Drive Axle</i>			
Ratio.....	3.55		
<i>Exhaust</i>			
Material.....	Stainless steel	System type.....	Single
<i>Emissions</i>			
CARB.....	Federal		
<i>Fuel Economy</i>			
Fuel type.....	Diesel		
<i>Engine Retarder</i>			
Type.....	Yes		
<i>Acceleration</i>			
0-60 mph (s).....	6.78		
<i>1/4 Mile</i>			
Seconds.....	15.1	Speed.....	91 mph
<i>Skid Pad</i>			
Lateral acceleration (g).....	0.6		
<i>Slalom</i>			
Speed.....	49 mph		

Driveability

<i>Brakes</i>			
ABS.....	4-wheel	ABS channels.....	4
Type.....	4-wheel disc	Vented discs.....	Front and rear
<i>Brake Assistance</i>			
Brake assist.....	Yes	Hill hold control.....	Yes
<i>Suspension Control</i>			
Ride.....	Firm	Electronic stability control.....	Stability control with anti-roll
<i>Front Suspension</i>			
Independence.....	Mono-beam non-independent	Anti-roll bar.....	Regular
<i>Front Spring</i>			
Type.....	Coil	Grade.....	HD
<i>Front Shocks</i>			
Type.....	HD		
<i>Rear Suspension</i>			
Independence.....	Rigid axle	Type.....	Leaf
<i>Rear Spring</i>			
Type.....	Leaf	Grade.....	HD
<i>Rear Shocks</i>			

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2019 F-350, SD Regular Cab
4x4 SD Regular Cab 8' box 142" WB SRW
XL(F3B)
Price Level: 950 Quote ID: SCR19F3BP

Selected Equipment & Specs (cont'd)

Type.....	HD		
<i>Steering</i>			
Activation.....	Hydraulic power-assist	Type.....	Re-circulating ball
<i>Steering Specs</i>			
# of wheels.....	2		
Exterior			
<i>Front Wheels</i>			
Diameter.....	17"	Width.....	7.50"
<i>Rear Wheels</i>			
Diameter.....	17"	Width.....	7.50"
<i>Front and Rear Wheels</i>			
Appearance.....	Argent	Material.....	Steel
Covers.....	Hub		
<i>Front Tires</i>			
Aspect.....	75	Diameter.....	17"
Sidewalls.....	BSW	Speed.....	S
Tread.....	AT	Type.....	LT
Width.....	245mm	LT load rating.....	E
RPM.....	645		
<i>Rear Tires</i>			
Aspect.....	75	Diameter.....	17"
Sidewalls.....	BSW	Speed.....	S
Tread.....	AT	Type.....	LT
Width.....	245mm	LT load rating.....	E
RPM.....	645		
<i>Wheels</i>			
Front track.....	68.3"	Rear track.....	67.2"
Turning radius.....	23.8'	Wheelbase.....	142.0"
<i>Body Features</i>			
Front license plate bracket.....	Yes	Skid plate(s).....	2
Body material.....	Aluminum	Side impact beams.....	Yes
Front tow hook(s).....	2		
<i>Body Doors</i>			
Door count.....	2		
<i>Exterior Dimensions</i>			
Length.....	231.8"	Body width.....	80.0"
Body height.....	80.9"	Cab to axle.....	56.1"
Axle to end of frame.....	47.6"	Frame section modulus.....	10.7cu.in.
Frame yield strength (psi).....	50000.0	Front bumper to Front axle.....	38.2"
Front bumper to back of cab.....	123.7"		
Safety			
<i>Airbags</i>			
Driver front-impact.....	Yes	Driver side-impact.....	Seat mounted

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2019 F-350, SD Regular Cab
4x4 SD Regular Cab 8' box 142" WB SRW
XL(F3B)
Price Level: 950 Quote ID: SCR19F3BP

Selected Equipment & Specs (cont'd)

Overhead... Safety Canopy System curtain 1st row	Passenger front-impact..... Cancellable
Passenger side-impact..... Seat mounted	
Seatbelt	
Height adjustable..... Front	
Security	
Immobilizer..... SecuriLock	Panic alarm..... Yes
Restricted driving mode..... MyKey	
Seating	
Passenger Capacity	
Capacity..... 3	
Front Seats	
Split..... 40-20-40	Type..... Split-bench
Driver Seat	
Fore/aft..... Manual	Reclining..... Manual
Way direction control..... 4	Lumbar support..... Manual
Passenger seat	
Fore/aft..... Manual	Reclining..... Manual
Way direction control..... 4	
Front Head Restraint	
Control..... Manual	Type..... Adjustable
Front Armrest	
Centre..... Yes	Storage..... Yes
Front Seat Trim	
Material..... Cloth	Back material..... Carpet
Convenience	
AC And Heat Type	
Air conditioning..... Manual	Air filter..... Yes
Audio System	
Radio..... AM/FM stereo	Radio grade..... Regular
Seek-scan..... Yes	External memory control..... SYNC
Audio Speakers	
Speaker type..... Regular	Speakers..... 4
Audio Controls	
Steering wheel controls..... Yes	Voice activation..... Yes
Streaming audio..... Bluetooth yes	
Audio Antenna	
Type..... Fixed	
LCD Monitors	
1st row..... 2	Primary monitor size (inches)..... 4.2

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Price Level: 950 Quote ID: SCR19F3BP

Selected Equipment & Specs (cont'd)

Cruise Control

Cruise control With steering wheel controls

Convenience Features

Retained accessory power Yes
Emergency SOS 911 Assist
Smart device integration App link

12V DC power outlet 2
Wireless phone connectivity Bluetooth
Upfitter switches Yes

Door Lock Activation

Type Power with 2 stage unlock
Integrated key/remote Yes

Remote Keyfob (all doors)

Door Lock Type

Tailgate/rear door lock Included with power door locks

Instrumentation Type

Display Analog

Instrumentation Gauges

Tachometer Yes
Turbo/supercharger boost Yes
Engine hour meter Yes

Engine temperature Yes
Transmission fluid temp Yes

Instrumentation Warnings

Oil pressure Yes
Battery Yes
Key Yes
Door ajar Yes
Brake fluid Yes

Engine temperature Yes
Lights on Yes
Low fuel Yes
Service interval Yes
Low tire pressure Tire specific

Instrumentation Displays

Clock In-radio display
Exterior temp Yes

Compass Yes
Systems monitor Yes

Instrumentation Feature

Trip computer Yes

Trip odometer Yes

Steering Wheel Type

Material Urethane
Telescoping Manual

Tilting Manual

Front Side Windows

Window 1st row activation Power

Window Features

1-touch down Driver and passenger
Tinted Light

1-touch up Driver and passenger

Front Windshield

Wiper Variable intermittent

Rear Windshield

Window Fixed

Interior

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Price Level: 950 Quote ID: SCR19F3BP

Selected Equipment & Specs (cont'd)

Passenger Visor

Mirror..... Yes

Rear View Mirror

Day-night..... Yes

Auto-dimming..... Yes

Headliner

Coverage..... Full

Material..... Cloth

Floor Trim

Coverage..... Full

Covering..... Vinyl/rubber

Trim Feature

Gear shift knob..... Urethane

Interior accents..... Chrome

Lighting

Dome light type..... Fade

Front reading..... Yes

Illuminated entry..... Yes

Variable IP lighting..... Yes

Storage

Driver door bin..... Yes

Front Beverage holder(s)..... Yes

Glove box..... Locking

Passenger door bin..... Yes

Illuminated..... Yes

Instrument panel..... Bin

Dashboard..... Covered

Legroom

Front..... 43.9"

Headroom

Front..... 40.8"

Hip Room

Front..... 62.5"

Shoulder Room

Front..... 66.7"

Interior Volume

Passenger volume..... 64.6 cu.ft.

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4x4 SD Regular Cab 8' box 142" WB SRW
XL(F3B)
Price Level: 950 Quote ID: SCR19F3BP

Warranty - Selected Equipment & Specs

Warranty

Basic

Distance..... 36,000 miles Months..... 36 months

Powertrain

Distance..... 60,000 miles Months..... 60 months

Corrosion Perforation

Distance..... Unlimited miles Months..... 60 months

Roadside Assistance

Distance..... 60,000 miles Months..... 60 months

Diesel Engine

Distance..... 100,000 miles Months..... 60 months

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Prepared for: Craig Isberg, Shasta County Public Works
By: William Dawson Date: 01/03/2019



555 W. Cypress Ave. Redding CA 96001

Cell Phone: 530-523-6011 Email: bill@crownfleet.pro

www.crownfleet.pro

Fleet Proposal

1/3/2019

To: Shasta County Roads
Attn: Craig Isberg

Prepared by: Bill Dawson

Re: Vehicle Quote New 2019 Ford F-350 Regular Cab 2WD Gas

Quantity	Description	Unit Price	Total
1	New 2019 Ford F-350 Regular Cab 2WD Gas California State Contract 1-18-23-20A	\$24,696.00	\$24,696.00
1	Change to Super Cab Short Bed	\$2,432.00	\$2,432.00
1	Change to 4 Wheel Drive	\$2,910.00	\$2,910.00
1	Change to Diesel Engine	\$8,728.00	\$8,728.00
1	3.55 Electronic Locking Differential	\$372.00	\$372.00
1	Change to All Terrain Tires	\$157.00	\$157.00
1	Cloth 40/20/40 Split Bench Seat	\$95.00	\$95.00
1	XL Value Package	\$957.00	\$957.00
1	Power Equipment Group	\$875.00	\$875.00
1	Snow Plow Prep Package	\$177.00	\$177.00
1	Skid Plate Package	\$95.00	\$95.00
1	Engine Block Heater	\$95.00	\$95.00
1	Trailer Brake Controller	\$258.00	\$258.00
1	Upfitter Switches	\$157.00	\$157.00
1	Snow Plow	\$10,050.00	\$10,050.00
1	Discount for Payment in 20 Days	-\$500.00	-\$500.00
Net Price			\$52,054.00
Sales Tax			\$3,773.92
License			\$0.00
MCVS fee			\$30.00
Tire Tax			\$8.75
Bid Amount			\$55,866.67

Exempt

Price For one
Quote good until 4/1/2019

Contact Line Item # (CLIN)	Description	FOB	UNSPSC Code	Unit of Measure (UOM)	Quantity in Unit of Measure	Make	Model	Vehicle Unit Price	Maintenance Plan Contract Unit Price	Dealer	Contract Number	Technical Questionnaire (Click to Follow)
	accordance with specification 2310-4181 dated 11/7/17.					Chevrolet	Silverado 2500	Currently Unavailable		Winner Chevrolet	1-18-23-20D	Technical Questionnaire
27	Full Size Pickup, 4x2, Regular Cab, Regular Box, 133 in. WB, 8500 lb. GVWR, CNG Fueled Vehicle in accordance with specification 2310-4181 dated 11/7/17.	Sacramento	25101507	Each	1	Ford	F250	\$32,251.00		Downtown Ford Sales	1-18-23-20A	Technical Questionnaire
						Ram	2500	\$33,604.00		Elk Grove Auto Group	1-18-23-20B	Technical Questionnaire
28	Full Size Pickup, 4X2, Regular Cab, Regular Box, 380 lb.-ft. Torque, 133 in. WB, 10200 lb. GVWR, GASOLINE Fueled Vehicle in accordance with specification 2310-4181 dated 11/7/17.	Sacramento	25101600	Each	1	Ram	3500	\$23,174.00		Leehan of Davis	1-18-23-20H	Technical Questionnaire
						Ford	F350	\$24,696.00		Downtown Ford Sales	1-18-23-20A	Technical Questionnaire
						Chevrolet	Silverado 3500	Currently Unavailable		Winner Chevrolet	1-18-23-20D	Technical Questionnaire
29	Truck, Cab & Chassis, 4X2, Regular Cab, 380 lb.-ft. Torque, 60 in. CA, 10200 lb. GVWR, GASOLINE Fueled Vehicle in accordance with specification 2310-4181 dated 11/7/17.	Sacramento	25101600	Each	1	Ford	F350	\$24,565.00		Downtown Ford Sales	1-18-23-20A	Technical Questionnaire
						Ram	3500	\$23,125.00		Elk Grove Auto Group	1-18-23-20B	Technical Questionnaire
						Chevrolet	Silverado 3500	\$26,438.00		Winner Chevrolet	1-18-23-20D	Technical Questionnaire
30	Truck, Cab & Chassis, 4X2, Regular Cab, 380 lb.-ft. Torque, 60 in. CA, 15000 lb. GVWR, GASOLINE Fueled Vehicle in accordance with specification 2310-4181 dated 11/7/17.	Sacramento	25101600	Each	1	Ram	4500	\$30,283.00		Leehan of Davis	1-18-23-20H	Technical Questionnaire
						Ford	F450	\$29,674.00		Downtown Ford Sales	1-18-23-20A	Technical Questionnaire
31	Truck, Cab & Chassis, 4X2, Regular Cab, 650 lb.-ft. Torque, 60 in. CA, 15000 lb. GVWR, DIESEL Fueled Vehicle in accordance with specification 2310-4181 dated 11/7/17.	Sacramento	25101600	Each	1	Ram	4500	\$37,955.00		Leehan of Davis	1-18-23-20H	Technical Questionnaire
						Ford	F450	\$37,257.00		Downtown Ford Sales	1-18-23-20A	Technical Questionnaire
						Chevrolet	Silverado 4500	\$39,425.00		Winner Chevrolet	1-18-23-20D	Technical Questionnaire
32	Truck, Cab & Chassis, 4X2, Regular Cab, 60 in. CA, 15000 lb. GVWR, CNG Fueled Vehicle in accordance with specification 2310-4181 dated 11/7/17.	Sacramento	25101600	Each	1	Ford	F450	\$42,542.00		Downtown Ford Sales	1-18-23-20A	Technical Questionnaire
33	Truck, Cab & Chassis, 4X2, Regular Cab, 380 lb.-ft. Torque, 84 in. CA, 19500 lb. GVWR, GASOLINE Fueled Vehicle in accordance with specification 2310-4181 dated 11/7/17.	Sacramento	25101600	Each	1	Ford	F550	\$32,079.00		Downtown Ford Sales	1-18-23-20A	Technical Questionnaire
						Ram	5500	\$30,729.00		Wondries Fleet Group	1-18-23-20E	Technical Questionnaire
34	Truck, Cab & Chassis, 4X2, Regular Cab, 650 lb.-ft. Torque, 84 in. CA, 19500 lb. GVWR, DIESEL Fueled Vehicle in accordance with specification 2310-4181 dated 11/7/17.	Sacramento	25101600	Each	1	Ram	5500	\$38,841.00		Leehan of Davis	1-18-23-20H	Technical Questionnaire
						Ford	F550	\$39,662.00		Downtown Ford Sales	1-18-23-20A	Technical Questionnaire
						Chevrolet	Silverado 5500	\$41,950.00		Winner Chevrolet	1-18-23-20D	Technical Questionnaire
35	Truck, Cab & Chassis, 4X2, Regular Cab, 84 in. CA, 19500 lb. GVWR, CNG Fueled Vehicle in accordance with specification 2310-4181 dated 11/7/17.	Sacramento	25101600	Each	1	Ford	F550	\$44,947.00		Downtown Ford Sales	1-18-23-20A	Technical Questionnaire
36	Truck, Cab & Chassis, 4X2, Regular Cab, 450 lb.-ft. Torque, 102 in. CA, 25500 lb. GVWR, GASOLINE Fueled Vehicle in accordance with specification 2310-4181 dated 11/7/17.	Sacramento	25101600	Each	1	Ford	F650	\$42,711.00		Downtown Ford Sales	1-18-23-20A	Technical Questionnaire
						Freightliner	M2	\$61,155.00		Sacramento Truck Center	1-18-23-20I	Technical Questionnaire

ADVANCED

TRUCK BODY & EQUIPMENT CO.
 4825 TABLE ROCK RD. CENTRAL POINT, OR. 97502
 TOLL FREE 1 (888) 289-1482 FAX (541) 664-1158

Estimate

Date	Estimate #
12/7/2018	4937

Name / Address
Crown Motors 555 W. Cypress Redding, CA 96001

Reference
Snow plow

Terms	DELIVERY ARO	Rep	FOB	Vehicle Type
Due on receipt		MBR		Ford F250-350 SRW
Item	Description			Qty
UTPP-85	Western Pro Plus 8-1/2 ft. snow plow - electric hydraulic power unit - 31-1/2" moldboard height - 12ga. hi-tensile steel construction - 4 trip springs with 2 shock absorbers for dampening - 8 vertical ribs - 1-1/2" x 12" angling rams - cast iron disc shoes 1/2" x 6" steel cutting edge - Ultra finish powder coat - Ultra Mount 2 attaching system - Two winter warranty			1
INSTALLATION	Installation labor			12
FREIGHT	Freight			1
DELIVER VEHICLE	Delivery of vehicle.			1
Thank You For The Opportunity To Quote!				Total \$10,055.00

Prices firm for thirty (30) days from estimate date

Signature _____
Mark Robinson



Crown Ford
555 West Cypress, Redding, California, 960012819
Office: 530-241-4321

2019 F-350, SD Super Cab
4x4 SD Super Cab 6.75' box 148" WB SRW
XL(X3B)
Price Level: 950 Quote ID: SCR19X3BP

Selected Options

Code	Description	MSRP
Base Vehicle		
X3B	Base Vehicle Price (X3B)	\$39,460.00
Packages		
610A	Order Code 610A <i>Includes:</i> - Wheels: 17" Argent Painted Steel Includes painted hub covers/center ornaments.	N/C
Powertrain		
99T	Engine: 6.7L 4V OHV Power Stroke V8 Turbo Diesel B20 <i>Includes manual push-button engine-exhaust braking and intelligent oil-life monitor.</i> <i>Includes:</i> - Dual 78-AH 750 CCA Batteries - 29 Gallon Fuel Tank - GVWR: 11,100 lb Payload Package	\$9,120.00
44W	Transmission: TorqShift 6-Speed Automatic (6R140). Includes SelectShift.	N/C
X3J	Electronic-Locking w/3.55 Axle Ratio	\$390.00
NONGV	GVWR: 11,100 lb Payload Package	Included
Wheels & Tires		
TBM	Tires: LT245/75Rx17E BSW A/T (4)	\$165.00
64A	Wheels: 17" Argent Painted Steel <i>Includes painted hub covers/center ornaments.</i>	Included
Seats & Seat Trim		
1	Cloth 40/20/40 Split Bench Seat <i>Includes center armrest, cupholder, storage and driver's side manual lumbar.</i>	\$100.00
Other Options		
148WB	148" Wheelbase	STD
96V	XL Value Package <i>Includes:</i> - 4.2" Center-Stack Screen - Radio: AM/FM Stereo/MP3 Player Includes 6 speakers. - SYNC Communications & Entertainment System Includes enhanced voice recognition with 911 Assist, 4.2" LCD center stack screen, AppLink, 1 smart-charging USB port and steering wheel audio controls. - Bright Chrome Hub Covers & Center Ornaments - Chrome Front Bumper - Chrome Rear Step Bumper - Steering Wheel-Mounted Cruise Control	\$1,000.00

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By: William Dawson Date: 01/03/2019



Crown Ford
555 West Cypress, Redding, California, 960012819
Office: 530-241-4321

2019 F-350, SD Super Cab
4x4 SD Super Cab 6.75' box 148" WB SRW
XL(X3B)
Price Level: 950 Quote ID: SCR19X3BP

Selected Options (cont'd)

Code	Description	MSRP
90L	Power Equipment Group <i>Deletes passenger-side lock cylinder. Includes upgraded door trim panel.</i> <i>Includes:</i> - Accessory Delay - Trailer Tow Mirrors w/Power Heated Glass Includes power heated glass, heated convex spotter mirror and integrated clearance lights and turn signal indicators. - Advanced Security Pack Includes SecurILock Passive Anti-Theft System (PATS) and inclination/intrusion sensors. - Power Locks - Power Tailgate Lock - Power Front & Rear Seat Windows Includes 1-touch up/down driver/passenger window. - Remote Keyless Entry	\$915.00
473	Snow Plow Prep Package REQUIRES Dual Alternators (67A) when ordered with Upfitter Switches (66S) and 110V/400W Outlet (43C). <i>Includes computer selected springs for snowplow application. NOTE 1: Restrictions apply; see Supplemental Reference or Body Builders Layout Book for details. NOTE 2: May result in deterioration of ride quality when vehicle is not equipped with snowplow.</i> <i>Includes:</i> - Extra Heavy-Duty 220 Amp Alternator	\$185.00
41P	Transfer Case & Fuel Tank Skid Plates	\$100.00
41H	Engine Block Heater	\$100.00
52B	Trailer Brake Controller <i>Verified to be compatible with select electric over hydraulic brakes. Includes smart trailer tow connector.</i>	\$270.00
PAINT	Monotone Paint Application	STD
66S	Upfitter Switches (6) REQUIRES Dual Alternators (67A) when ordered with 110V/400W Outlet (43C) and Snow Plow Pkg. (473) or Snow Plow/Camper Pkg. (47B). <i>Located in overhead console.</i> <i>Includes:</i> - Extra Heavy-Duty 220 Amp Alternator	\$165.00
585	Radio: AM/FM Stereo/MP3 Player <i>Includes 6 speakers.</i> <i>Includes:</i> - SYNC Communications & Entertainment System Includes enhanced voice recognition with 911 Assist, 4.2" LCD center stack screen, AppLink, 1 smart-charging USB port and steering wheel audio controls.	Included

Emissions

425	50-State Emissions System	STD
-----	---------------------------	-----

Interior Colors

1S_02	Medium Earth Gray	N/C
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Primary Colors

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Prepared for: Craig Isberg, Shasta County Public Works
By: William Dawson Date: 01/03/2019



Crown Ford
555 West Cypress, Redding, California, 960012819
Office: 530-241-4321

2019 F-350, SD Super Cab
4x4 SD Super Cab 6.75' box 148" WB SRW
XL(X3B)
Price Level: 950 Quote ID: SCR19X3BP

Selected Options (cont'd)

Code	Description	MSRP
Z1_01	Oxford White	N/C
SUBTOTAL		\$51,970.00
Destination Charge		\$1,595.00
TOTAL		\$53,565.00

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2019 F-350, SD Super Cab
4x4 SD Super Cab 6.75' box 148" WB SRW
XL(X3B)
Price Level: 950 Quote ID: SCR19X3BP

Selected Equipment & Specs

Dimensions

- * Exterior length: 238.2"
- * Exterior width: 80.0"
- * Wheelbase: 148.0"
- * Rear track: 67.2"
- * Min ground clearance: 8.2"
- * Rear legroom: 33.5"
- * Rear headroom: 40.3"
- * Rear hiproom: 64.7"
- * Rear shoulder room: 65.8"
- * Approach angle: 17.7 deg
- * Cargo volume: 31.6cu.ft.
- * Box length: 81.9"
- * Cab to axle: 39.9"
- * Exterior height: 81.3"
- * Front track: 68.3"
- * Turning radius: 24.8'
- * Front legroom: 43.9"
- * Front headroom: 40.8"
- * Front hiproom: 62.5"
- * Front shoulder room: 66.7"
- * Passenger volume: 116.0cu.ft.
- * Departure angle: 21.4 deg
- * Maximum cargo volume: 31.6cu.ft.

Powertrain

- * Powerstroke 450hp 6.7L OHV 32 valve intercooled turbo V-8 engine with diesel direct injection federal
- * Part-time
- * Fuel Economy Highway: N/A
- * Recommended fuel : diesel
- * TorqShift 6 speed automatic transmission with overdrive
- * Fuel Economy Cty: N/A

Suspension/Handling

- * Front Mono-beam non-independent suspension with anti-roll bar, HD shocks
- * Firm ride Suspension
- * Front and rear 17 x 7.5 argent steel wheels
- * Rear rigid axle leaf spring suspension with HD shocks
- * Hydraulic power-assist re-circulating ball Steering
- * LT245/75SR17 EBSW AT front and rear tires

Body Exterior

- * 4 doors
- * Reverse opening right rear passenger
- * Turn signal indicator in mirrors
- * Chrome bumpers
- * Bed-rail protectors
- * Box style: regular
- * Front and rear 17 x 7.5 wheels
- * Reverse opening left rear passenger
- * Driver and passenger power remote heated, manual folding door mirrors with turn signal indicator
- * Black door mirrors
- * Class V trailer hitch with with brake controller and trailer sway control
- * Trailer harness
- * Clearcoat paint
- * 2 front tow hook(s)

Convenience

- * Manual air conditioning with air filter
- * Power windows
- * Driver and passenger 1-touch down
- * Manual tilt steering wheel
- * Day-night rearview mirror
- * Wireless phone connectivity
- * 2 1st row LCD monitors
- * Passenger visor mirror
- * Driver and passenger door bins
- * Upfitter switches
- * Cruise control with steering wheel controls
- * Driver and passenger 1-touch up
- * Remote power door locks with 2 stage unlock and illuminated entry
- * Manual telescopic steering wheel
- * 911 Assist emergency SOS
- * AppLink smart device integration
- * Front cupholders
- * Full overhead console
- * Rear door bins

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2019 F-350, SD Super Cab
4x4 SD Super Cab 6.75' box 148" WB SRW
XL(X3B)
Price Level: 950 Quote ID: SCR19X3BP

Selected Equipment & Specs (cont'd)

Seats and Trim

- * Seating capacity of 6
- * 4-way driver seat adjustment
- * 4-way passenger seat adjustment
- * 60-40 folding rear split-bench seat
- * Front 40-20-40 split-bench seat
- * Manual driver lumbar support
- * Centre front armrest with storage
- * Cloth seat upholstery

Entertainment Features

- * AM/FM stereo radio
- * Steering wheel mounted radio controls
- * Streaming audio
- * SYNC external memory control
- * 4 speakers
- * Fixed antenna

Lighting, Visibility and Instrumentation

- * Halogen aero-composite headlights
- * Fully automatic headlights
- * Light tinted windows
- * Tachometer
- * Outside temperature display
- * Low tire pressure warning
- * Trip odometer
- * Delay-off headlights
- * Variable intermittent front windshield wipers
- * Front reading lights
- * Compass
- * Camera(s) - rear
- * Trip computer

Safety and Security

- * 4-wheel ABS brakes
- * 4-wheel disc brakes
- * ABS and driveline traction control
- * Dual seat mounted side impact airbag supplemental restraint system
- * Remote activated perimeter/approach lighting
- * Security system with SecuriLock immobilizer
- * Manually adjustable front head restraints
- * Brake assist with hill hold control
- * Electronic stability control
- * Dual front impact airbag supplemental restraint system with passenger cancel
- * Safety Canopy System curtain 1st and 2nd row overhead airbag supplemental restraint system
- * Power remote door locks with 2 stage unlock and panic alarm
- * MyKey restricted driving mode
- * 3 manually adjustable rear head restraints

Dimensions

General Weights

Curb.....	7,318 lbs.	GVWR.....	11,100 lbs.
Payload.....	3,790 lbs.		

Front Weights

Front GAWR.....	5,990 lbs.	Front curb weight.....	4,409 lbs.
Front axle capacity.....	6,000 lbs.	Front spring rating.....	5,990 lbs.
Front tire/wheel capacity.....	6,390 lbs.		

Rear Weights

Rear GAWR.....	6,340 lbs.	Rear curb weight.....	2,911 lbs.
Rear axle capacity.....	7,280 lbs.	Rear spring rating.....	6,340 lbs.
Rear tire/wheel capacity.....	6,390 lbs.		

Trailer Type

Type.....	Regular	Harness.....	Yes
Class.....	V	Hitch.....	Yes
Brake controller.....	Yes	Trailer sway control.....	Yes

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Price Level: 950 Quote ID: SCR19X3BP

Selected Equipment & Specs (cont'd)

General Trailering

5th-wheel towing capacity 18000 lbs.
Towing capacity 15000 lbs.

Gooseneck towing capacity 20900 lbs.
GCWR 28700 lbs.

Fuel Tank type

Capacity 29.01 gal.

Off Road

Approach angle 18 deg
Ramp breakover angle 24 deg
Load floor height 38"

Departure angle 21 deg
Min ground clearance 8"

Exterior cargo

Length 81.9"
Volume 65.4 cu.ft.
Maximum width 66.9"

Minimum width 50.5"
Pickup box depth 21.1"
Tailgate width 60.5"

Interior cargo

Cargo volume 31.6 cu.ft.

Maximum cargo volume 31.6 cu.ft.

Powertrain

Engine Type

Brand Powerstroke
Cylinders V-8
Ignition Compression
Liters 6.7L
Recommended fuel Diesel
Valvetrain OHV

Block material Iron
Head material Aluminum
Injection Diesel direct injection
Orientation Longitudinal
Valves per cylinder 4
Forced induction Intercooled turbo

Engine Spec

Bore 3.90"
Displacement 406 cu.in.

Compression ratio 16.2:1
Stroke 4.25"

Engine Power

SAEJ1349 AUG2004 compliant Yes
Torque 935 ft.-lb @ 1,800 RPM

Output 450 HP @ 2,800 RPM

Alternator

Type HD

Amps 220

Battery

Amp hours 78
Run down protection Yes

Cold cranking amps 750
Type Dual

Engine Extras

Block heater Yes

Transmission

Electronic control Yes
Overdrive Yes
Type Automatic

Lock-up Yes
Speed 6

Transmission Gear Ratios

1st 3.974
3rd 1.516

2nd 2.318
4th 1.149

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4x4 SD Super Cab 6.75' box 148" WB SRW
XL(X3B)
Price Level: 950 Quote ID: SCR19X3BP

Selected Equipment & Specs (cont'd)

5th.....	0.858	6th.....	0.674
Reverse Gear ratios.....	3.128		
<i>Transmission Torque Converter</i>			
Stall ratio.....	1.90		
<i>Transmission Extras</i>			
Driver selectable mode.....	Yes	Sequential shift control.....	SelectShift
<i>Drive Type</i>			
4wd type.....	Part-time	Type.....	Four-wheel
<i>Drive Feature</i>			
Traction control.....	ABS and driveline	Locking hub control.....	Auto
Transfer case shift.....	Electronic	Rear locking differential.....	Driver selectable
<i>Drive Axle</i>			
Ratio.....	3.55		
<i>Exhaust</i>			
Material.....	Stainless steel	System type.....	Single
<i>Emissions</i>			
CARB.....	Federal		
<i>Fuel Economy</i>			
Fuel type.....	Diesel		
<i>Engine Retarder</i>			
Type.....	Yes		
<i>Acceleration</i>			
0-60 mph (s).....	6.99		
<i>1/4 Mile</i>			
Seconds.....	15.2	Speed.....	90 mph
<i>Skid Pad</i>			
Lateral acceleration (g).....	0.6		
<i>Slalom</i>			
Speed.....	49 mph		
Driveability			
<i>Brakes</i>			
ABS.....	4-wheel	ABS channels.....	4
Type.....	4-wheel disc	Vented discs.....	Front and rear
<i>Brake Assistance</i>			
Brake assist.....	Yes	Hill hold control.....	Yes
<i>Suspension Control</i>			
Ride.....	Firm	Electronic stability control.....	Stability control with anti-roll
<i>Front Suspension</i>			
Independence.....	Mono-beam non-independent	Anti-roll bar.....	Regular

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2019 F-350, SD Super Cab
4x4 SD Super Cab 6.75' box 148" WB SRW
XL(X3B)
Price Level: 950 Quote ID: SCR19X3BP

Selected Equipment & Specs (cont'd)

Front Spring
Type..... Coil Grade..... HD

Front Shocks
Type..... HD

Rear Suspension
Independence..... Rigid axle Type..... Leaf

Rear Spring
Type..... Leaf Grade..... HD

Rear Shocks
Type..... HD

Steering
Activation..... Hydraulic power-assist Type..... Re-circulating ball

Steering Specs
of wheels..... 2

Exterior

Front Wheels
Diameter..... 17" Width..... 7.50"

Rear Wheels
Diameter..... 17" Width..... 7.50"

Spare Wheels
Wheel material..... Steel

Front and Rear Wheels
Appearance..... Argent Material..... Steel
Covers..... Hub

Front Tires
Aspect..... 75 Diameter..... 17"
Sidewalls..... BSW Speed..... S
Tread..... AT Type..... LT
Width..... 245mm LT load rating..... E
RPM..... 645

Rear Tires
Aspect..... 75 Diameter..... 17"
Sidewalls..... BSW Speed..... S
Tread..... AT Type..... LT
Width..... 245mm LT load rating..... E
RPM..... 645

Spare Tire
Mount..... Underbody w/crankdown Type..... Full-size

Wheels
Front track..... 68.3" Rear track..... 67.2"
Turning radius..... 24.8' Wheelbase..... 148.0"

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XL(X3B)
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Selected Equipment & Specs (cont'd)

Body Features

Front license plate bracket.....	Yes	Skid plate(s).....	2
Body material.....	Aluminum	Side impact beams.....	Yes
Front tow hook(s).....	2		

Body Doors

Door count.....	4	Left rear passenger.....	Reverse opening
Right rear passenger.....	Reverse opening	Rear cargo.....	Tailgate

Pickup

Box style.....	Regular	Bed-rail protectors.....	Yes
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Exterior Dimensions

Length.....	238.2"	Body width.....	80.0"
Body height.....	81.3"	Cab to axle.....	39.9"
Frame section modulus.....	10.7cu.in.	Frame yield strength (psi).....	50000.0
Front bumper to Front axle.....	38.2"	Front bumper to back of cab.....	146.3"

Safety

Airbags

Driver front-impact.....	Yes	Driver side-impact.....	Seat mounted
Overhead... Safety Canopy System curtain 1st and 2nd row		Passenger front-impact.....	Cancellable
Passenger side-impact.....	Seat mounted		

Seatbelt

Rear centre 3 point.....	Yes	Height adjustable.....	Front
--------------------------	-----	------------------------	-------

Security

Immobilizer.....	SecuriLock	Panic alarm.....	Yes
Restricted driving mode.....	MyKey		

Seating

Passenger Capacity

Capacity.....	6
---------------	---

Front Seats

Split.....	40-20-40	Type.....	Split-bench
------------	----------	-----------	-------------

Driver Seat

Fore/aft.....	Manual	Reclining.....	Manual
Way direction control.....	4	Lumbar support.....	Manual

Passenger seat

Fore/aft.....	Manual	Reclining.....	Manual
Way direction control.....	4		

Front Head Restraint

Control.....	Manual	Type.....	Adjustable
--------------	--------	-----------	------------

Front Armrest

Centre.....	Yes	Storage.....	Yes
-------------	-----	--------------	-----

Rear Seats

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4x4 SD Super Cab 6.75' box 148" WB SRW
XL(X3B)
Price Level: 950 Quote ID: SCR19X3BP

Selected Equipment & Specs (cont'd)

Descriptor.....	Split-bench	Facing.....	Front
Folding.....	60-40	Folding position.....	Fold-up cushion
Type.....	Fixed		
Rear Head Restraints			
Control.....	Manual	Type.....	Adjustable
Number.....	3		
Front Seat Trim			
Material.....	Cloth	Back material.....	Cloth
Rear Seat Trim Group			
Material.....	Vinyl	Back material.....	Carpet
Convenience			
AC And Heat Type			
Air conditioning.....	Manual	Air filter.....	Yes
Underseat ducts.....	Yes		
Audio System			
Radio.....	AM/FM stereo	Radio grade.....	Regular
Seek-scan.....	Yes	External memory control.....	SYNC
Audio Speakers			
Speaker type.....	Regular	Speakers.....	4
Audio Controls			
Steering wheel controls.....	Yes	Voice activation.....	Yes
Streaming audio.....	Bluetooth yes		
Audio Antenna			
Type.....	Fixed		
LCD Monitors			
1st row.....	2	Primary monitor size (inches).....	4.2
Cruise Control			
Cruise control.....	With steering wheel controls		
Convenience Features			
Retained accessory power.....	Yes	12V DC power outlet.....	2
Emergency SOS.....	911 Assist	Wireless phone connectivity.....	Bluetooth
Smart device integration.....	App link	Upfitter switches.....	Yes
Door Lock Activation			
Type.....	Power with 2 stage unlock	Remote.....	Keyfob (front doors)
Integrated key/remote.....	Yes		
Door Lock Type			
Tailgate/rear door lock.....	Included with power door locks		
Instrumentation Type			
Display.....	Analog		
Instrumentation Gauges			

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Selected Equipment & Specs (cont'd)

Tachometer.....	Yes	Engine temperature.....	Yes
Turbo/supercharger boost.....	Yes	Transmission fluid temp.....	Yes
Engine hour meter.....	Yes		

Instrumentation Warnings

Oil pressure.....	Yes	Engine temperature.....	Yes
Battery.....	Yes	Lights on.....	Yes
Key.....	Yes	Low fuel.....	Yes
Door ajar.....	Yes	Service interval.....	Yes
Brake fluid.....	Yes	Low tire pressure.....	Tire specific

Instrumentation Displays

Clock.....	In-radio display	Compass.....	Yes
Exterior temp.....	Yes	Systems monitor.....	Yes
Camera(s) - rear.....	Yes		

Instrumentation Feature

Trip computer.....	Yes	Trip odometer.....	Yes
--------------------	-----	--------------------	-----

Steering Wheel Type

Material.....	Urethane	Tilting.....	Manual
Telescoping.....	Manual		

Front Side Windows

Window 1st row activation.....	Power
--------------------------------	-------

Windows Rear Side

2nd row activation.....	Power
-------------------------	-------

Window Features

1-touch down.....	Driver and passenger	1-touch up.....	Driver and passenger
Tinted.....	Light		

Front Windshield

Wiper.....	Variable intermittent
------------	-----------------------

Rear Windshield

Window.....	Fixed
-------------	-------

Interior

Passenger Visor

Mirror.....	Yes
-------------	-----

Rear View Mirror

Day-night.....	Yes
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Headliner

Coverage.....	Full	Material.....	Cloth
---------------	------	---------------	-------

Floor Trim

Coverage.....	Full	Covering.....	Vinyl/rubber
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Trim Feature

Gear shift knob.....	Urethane	Interior accents.....	Chrome
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Lighting

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XL(X3B)
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Selected Equipment & Specs (cont'd)

Dome light type.....	Fade	Front reading.....	Yes
Illuminated entry.....	Yes	Variable IP lighting.....	Yes
<i>Overhead Console Storage</i>			
Storage.....	Yes	Type.....	Full
<i>Storage</i>			
Driver door bin.....	Yes	Front Beverage holder(s).....	Yes
Glove box.....	Locking	Passenger door bin.....	Yes
Illuminated.....	Yes	Instrument panel.....	Bin
Dashboard.....	Covered	Rear door bins.....	Yes
<i>Legroom</i>			
Front.....	43.9"	Rear.....	33.5"
<i>Headroom</i>			
Front.....	40.8"	Rear.....	40.3"
<i>Hip Room</i>			
Front.....	62.5"	Rear.....	64.7"
<i>Shoulder Room</i>			
Front.....	66.7"	Rear.....	65.8"
<i>Interior Volume</i>			
Passenger volume.....	116.0 cu.ft.		

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Warranty - Selected Equipment & Specs

Warranty

Basic

Distance..... 36,000 miles Months..... 36 months

Powertrain

Distance..... 60,000 miles Months..... 60 months

Corrosion Perforation

Distance..... Unlimited miles Months..... 60 months

Roadside Assistance

Distance..... 60,000 miles Months..... 60 months

Diesel Engine

Distance..... 100,000 miles Months..... 60 months

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Crown Motors

555 W. Cypress Ave. Redding CA 96001

Cell Phone: 530-523-6011 Email: bill@crownfleet.pro

www.crownfleet.pro

Fleet Proposal

1/3/2019

To: Shasta County Roads
Attn: Craig Isberg

Prepared by: Bill Dawson

W S Dawson

Re: Vehicle Quote New 2019 Ford F-450 Regular Cab 2WD Chassis

Quantity	Description	Unit Price	Total
1	New 2019 Ford F-450 Regular Cab 2WD Chassis California State Contract 1-18-23-20A	\$37,257.00	\$37,257.00
1	Change to 84" Cab to Axle	\$176.00	\$176.00
1	Limited Slip 4.30 Rear Axle	\$344.00	\$344.00
1	Cloth 40/20/40 Split Bench Seat	\$95.00	\$95.00
1	XL Value Package	\$957.00	\$957.00
1	Power Equipment Group	\$875.00	\$875.00
1	High Capacity Trailer Tow Package	\$554.00	\$554.00
1	Transmission Power Take Off	\$267.00	\$267.00
1	Trailer Brake Controller	\$258.00	\$258.00
1	Rear View Camera & Prep Kit	\$397.00	\$397.00
1	110V/400W Outlet	\$167.00	\$167.00
1	Harbor ComboMaster	\$15,350.00	\$15,350.00
1	Discount for Payment in 20 Days	-\$500.00	-\$500.00
Net Price			\$56,697.00
Sales Tax			\$4,110.53
License			\$0.00
MCVS fee			\$30.00
Tire Tax			\$8.75
Bid Amount			\$60,846.28

Exempt

Price For one
Quote good until 4/1/2019

Contact Line Item # (CLIN)	Description	FOB	UNSPSC Code	Unit of Measure (UOM)	Quantity in Unit of Measure	Make	Model	Vehicle Unit Price	Maintenance Plan Contract Unit Price	Dealer	Contract Number	Technical Questionnaire (Click to Follow)
	accordance with specification 2310-4181 dated 11/7/17.					Chevrolet	Silverado 2500	Currently Unavailable		Winner Chevrolet	1-18-23-20D	Technical Questionnaire
27	Full Size Pickup, 4x2, Regular Cab, Regular Box, 133 in. WB, 8500 lb. GVWR, CNG Fueled Vehicle in accordance with specification 2310-4181 dated 11/7/17.	Sacramento	25101507	Each	1	Ford	F250	\$32,251.00		Downtown Ford Sales	1-18-23-20A	Technical Questionnaire
						Ram	2500	\$33,604.00		Elk Grove Auto Group	1-18-23-20B	Technical Questionnaire
28	Full Size Pickup, 4X2, Regular Cab, Regular Box, 380 lb.-ft. Torque, 133 in. WB, 10200 lb. GVWR, GASOLINE Fueled Vehicle in accordance with specification 2310-4181 dated 11/7/17.	Sacramento	25101600	Each	1	Ram	3500	\$23,174.00		Leehan of Davis	1-18-23-20H	Technical Questionnaire
						Ford	F350	\$24,696.00		Downtown Ford Sales	1-18-23-20A	Technical Questionnaire
						Chevrolet	Silverado 3500	Currently Unavailable		Winner Chevrolet	1-18-23-20D	Technical Questionnaire
29	Truck, Cab & Chassis, 4X2, Regular Cab, 380 lb.-ft. Torque, 60 in. CA, 10200 lb. GVWR, GASOLINE Fueled Vehicle in accordance with specification 2310-4181 dated 11/7/17.	Sacramento	25101600	Each	1	Ford	F350	\$24,565.00		Downtown Ford Sales	1-18-23-20A	Technical Questionnaire
						Ram	3500	\$23,125.00		Elk Grove Auto Group	1-18-23-20B	Technical Questionnaire
						Chevrolet	Silverado 3500	\$26,438.00		Winner Chevrolet	1-18-23-20D	Technical Questionnaire
30	Truck, Cab & Chassis, 4X2, Regular Cab, 380 lb.-ft. Torque, 60 in. CA, 15000 lb. GVWR, GASOLINE Fueled Vehicle in accordance with specification 2310-4181 dated 11/7/17.	Sacramento	25101600	Each	1	Ram	4500	\$30,283.00		Leehan of Davis	1-18-23-20H	Technical Questionnaire
						Ford	F450	\$29,674.00		Downtown Ford Sales	1-18-23-20A	Technical Questionnaire
31	Truck, Cab & Chassis, 4X2, Regular Cab, 650 lb.-ft. Torque, 60 in. CA, 15000 lb. GVWR, DIESEL Fueled Vehicle in accordance with specification 2310-4181 dated 11/7/17.	Sacramento	25101600	Each	1	Ram	4500	\$37,955.00		Leehan of Davis	1-18-23-20H	Technical Questionnaire
						Ford	F450	\$37,257.00		Downtown Ford Sales	1-18-23-20A	Technical Questionnaire
						Chevrolet	Silverado 4500	\$39,425.00		Winner Chevrolet	1-18-23-20D	Technical Questionnaire
32	Truck, Cab & Chassis, 4X2, Regular Cab, 60 in. CA, 15000 lb. GVWR, CNG Fueled Vehicle in accordance with specification 2310-4181 dated 11/7/17.	Sacramento	25101600	Each	1	Ford	F450	\$42,542.00		Downtown Ford Sales	1-18-23-20A	Technical Questionnaire
33	Truck, Cab & Chassis, 4X2, Regular Cab, 380 lb.-ft. Torque, 84 in. CA, 19500 lb. GVWR, GASOLINE Fueled Vehicle in accordance with specification 2310-4181 dated 11/7/17.	Sacramento	25101600	Each	1	Ford	F550	\$32,079.00		Downtown Ford Sales	1-18-23-20A	Technical Questionnaire
						Ram	5500	\$30,729.00		Wondries Fleet Group	1-18-23-20E	Technical Questionnaire
34	Truck, Cab & Chassis, 4X2, Regular Cab, 650 lb.-ft. Torque, 84 in. CA, 19500 lb. GVWR, DIESEL Fueled Vehicle in accordance with specification 2310-4181 dated 11/7/17.	Sacramento	25101600	Each	1	Ram	5500	\$38,841.00		Leehan of Davis	1-18-23-20H	Technical Questionnaire
						Ford	F550	\$39,662.00		Downtown Ford Sales	1-18-23-20A	Technical Questionnaire
						Chevrolet	Silverado 5500	\$41,950.00		Winner Chevrolet	1-18-23-20D	Technical Questionnaire
35	Truck, Cab & Chassis, 4X2, Regular Cab, 84 in. CA, 19500 lb. GVWR, CNG Fueled Vehicle in accordance with specification 2310-4181 dated 11/7/17.	Sacramento	25101600	Each	1	Ford	F550	\$44,947.00		Downtown Ford Sales	1-18-23-20A	Technical Questionnaire
36	Truck, Cab & Chassis, 4X2, Regular Cab, 450 lb.-ft. Torque, 102 in. CA, 25500 lb. GVWR, GASOLINE Fueled Vehicle in accordance with specification 2310-4181 dated 11/7/17.	Sacramento	25101600	Each	1	Ford	F650	\$42,711.00		Downtown Ford Sales	1-18-23-20A	Technical Questionnaire
						Freightliner	M2	\$61,155.00		Sacramento Truck Center	1-18-23-20I	Technical Questionnaire

ADVANCED

TRUCK BODY & EQUIPMENT CO.

4825 TABLE ROCK RD. CENTRAL POINT, OR. 97502
TOLL FREE 1 (888) 289-1482 FAX (541) 664-1158

Estimate

Date	Estimate #
12/7/2018	4935

Name / Address
Crown Motors 555 W. Cypress Redding, CA 96001

Reference
Comb Master

Terms	DELIVERY ARO	Rep	FOB	Vehicle Type
Due on receipt		MBR		Ford F-450 84" C.A. DRW
Item	Description			Qty
HTUS110-36-22	Harbor HTUS110-36-22 ComboMaster body, 12ft. long with 22" deep x 41" high compartments,..49" cargo area floor width, 36" rear work platform with two (2) 36" L x 10" H x 19" D storage compartments under deck, four (4) fold-down rear gates, adjustable shelves, gas strut door stays, stainless steel open top lids, undercoated, 3 year limited warranty			1
D33-Handle	Master lock system single push lock on each side rear. (Locks all compartment)			1
RKU110-93	Harbor material rack for 12ft. ComboMaster,..Includes rear swingaway bar.			1
Harbor MFG	Rear bumper with hitch and mount brackets			1
Y08AWHITE	Paint Harbor White			1
INSTALLATION	Installation labor			8
FREIGHT	Freight			1
DELIVER VEHICLE	Delivery of vehicle.			1
Thank You For The Opportunity To Quote!				Total \$15,350.00

Prices firm for thirty (30) days from estimate date

Signature _____
Mark Robinson



Crown Ford
555 West Cypress, Redding, California, 960012819
Office: 530-241-4321

2019 F-450 Chassis, SD Regular Cab
4x2 SD Regular Cab 169" WB DRW XL(F4G)
Price Level: 950 Quote ID: SCF19F4G

Selected Options

Code	Description	MSRP
Base Vehicle		
F4G	Base Vehicle Price (F4G)	\$38,210.00
Packages		
650A	Order Code 650A <i>Includes:</i> - GVWR: 16,500 lb Payload Package - Tires: 225/70Rx19.5G BSW A/P Optional spare is 225/70Rx19.5G BSW A/P. - Wheels: 19.5" Argent Painted Steel Hub covers/center ornaments not included.	N/C
Powertrain		
99T	Engine: 6.7L 4V OHV Power Stroke V8 Turbo Diesel B20 <i>Includes Diesel Exhaust Fluid (DEF) tank, intelligent oil-life monitor and manual push-button engine-exhaust braking.</i> <i>Includes:</i> - Dual 78-AH 750 CCA Batteries	\$9,010.00
44W	Transmission: TorqShift 6-Speed Automatic <i>(6R140). Includes SelectShift.</i>	N/C
X4L	Limited Slip w/4.30 Axle Ratio	\$360.00
STDGV	GVWR: 16,500 lb Payload Package	Included
Wheels & Tires		
TGJ	Tires: 225/70Rx19.5G BSW A/P <i>Optional spare is 225/70Rx19.5G BSW A/P.</i>	Included
64Z	Wheels: 19.5" Argent Painted Steel <i>Hub covers/center ornaments not included.</i>	Included
Seats & Seat Trim		
1	Cloth 40/20/40 Split Bench Seat <i>Includes center armrest, cupholder, storage and driver's side manual lumbar.</i>	\$100.00
Other Options		
PAINT	Monotone Paint Application	STD
169WB	169" Wheelbase	STD
96V	XL Value Package	\$1,000.00

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Prepared for: Craig Isberg, Shasta County Public Works
By: William Dawson Date: 01/03/2019



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2019 F-450 Chassis, SD Regular Cab
4x2 SD Regular Cab 169" WB DRW XL(F4G)
Price Level: 950 Quote ID: SCF19F4G

Selected Options (cont'd)

Code	Description	MSRP
	<i>Includes:</i> - 4.2" Center-Stack Screen - Radio: AM/FM Stereo/MP3 Player <i>Includes 4 speakers.</i> - SYNC Communications & Entertainment System <i>Includes enhanced voice recognition with 911 Assist, 4.2" LCD center stack screen, AppLink, 1 smart-charging USB port and steering wheel audio controls.</i> - Chrome Front Bumper - Steering Wheel-Mounted Cruise Control	
90L	Power Equipment Group	\$915.00
	<i>Deletes passenger side lock cylinder. Includes upgraded door-trim panel.</i> <i>Includes:</i> - Accessory Delay - Advanced Security Pack <i>Includes SecurLock Passive Anti-Theft System (PATS) and inclination/intrusion sensors.</i> - Trailer Tow Mirrors w/Power Heated Glass <i>Includes manual telescoping, heated convex spotter mirror and integrated clearance lamps/turn signals.</i> - MyKey <i>Includes owner controls feature.</i> - Power Front Side Windows <i>Includes 1-touch up/down driver/passenger window.</i> - Power Locks - Remote Keyless Entry	
535	High Capacity Trailer Tow Package	\$580.00
	<i>Trailer brake controller not included. Increases GCW from 31,000 lbs. to 35,000 lbs. Note: Salesperson's portfolio or trailer towing guide should be consulted for specific trailer towing or camper limits and corresponding required equipment, axle ratios and model availability. See supplemental reference for vehicle height consideration.</i>	
62R	Transmission Power Take-Off Provision	\$280.00
	<i>Includes mobile and stationary PTO modes.</i>	
67A	Dual Alternators (Total 332-Amps)	N/C
52B	Trailer Brake Controller	\$270.00
	<i>Includes smart trailer tow connector. Verified to be compatible with electronic actuated drum brakes only.</i>	
872	Rear View Camera & Prep Kit	\$415.00
	Upfitters kit includes camera with mounting bracket, 14' jumper wire and camera mounting and aiming instructions. Kit requires video display option to be added to unit. Reference order guide for additional information. Related option content: 872, 585 and 96V. <i>Includes cab wiring, frame wiring to the rear most cross member and electrochromic mirror with 4" video display.</i>	
43C	110V/400W Outlet	\$175.00
	<i>Includes 1 in-dash mounted outlet.</i>	
585	Radio: AM/FM Stereo/MP3 Player	Included
	<i>Includes 4 speakers.</i> <i>Includes:</i> - SYNC Communications & Entertainment System <i>Includes enhanced voice recognition with 911 Assist, 4.2" LCD center stack screen, AppLink, 1 smart-charging USB port and steering wheel audio controls.</i>	

Fleet Options

525_	Steering Wheel-Mounted Cruise Control	Included
------	--	-----------------

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2019 F-450 Chassis, SD Regular Cab
4x2 SD Regular Cab 169" WB DRW XL(F4G)
Price Level: 950 Quote ID: SCF19F4G

Selected Options (cont'd)

Code	Description	MSRP
Emissions		
425	50-State Emissions System	STD
Interior Colors		
1S_02	Medium Earth Gray	N/C
Primary Colors		
Z1_01	Oxford White	N/C
SUBTOTAL		\$51,315.00
Destination Charge		\$1,595.00
TOTAL		\$52,910.00

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2019 F-450 Chassis, SD Regular Cab
4x2 SD Regular Cab 169" WB DRW XL(F4G)
Price Level: 950 Quote ID: SCF19F4G

Selected Equipment & Specs

Dimensions

- * Exterior length: 254.8"
- * Exterior width: 80.0"
- * Wheelbase: 169.0"
- * Rear track: 74.0"
- * Rear tire outside width: 93.9"
- * Front legroom: 43.9"
- * Front hiproom: 62.5"
- * Passenger volume: 64.6cu.ft.
- * Maximum cargo volume: 11.6cu.ft.
- * Cab to axle: 84.0"
- * Exterior height: 81.5"
- * Front track: 74.8"
- * Turning radius: 24.2'
- * Min ground clearance: 8.3"
- * Front headroom: 40.8"
- * Front shoulder room: 66.7"
- * Cargo volume: 11.6cu.ft.

Powertrain

- * Powerstroke 330hp 6.7L OHV 32 valve intercooled turbo V-8 engine with diesel direct injection federal
- * Rear-wheel drive
- * Fuel Economy Cty: N/A
- * Transmission PTO provision
- * Recommended fuel : diesel
- * TorqShift 6 speed automatic transmission with overdrive
- * Limited slip differential
- * Fuel Economy Highway: N/A

Suspension/Handling

- * Front Mono-beam non-independent suspension with anti-roll bar, HD shocks
- * Firm ride Suspension
- * Front and rear 19.5 x 6 argent steel wheels
- * Dual rear wheels
- * Rear DANA M300 rigid axle leaf spring suspension with anti-roll bar, HD shocks
- * Hydraulic power-assist re-circulating ball Steering
- * LT225/70SR19.5 GBSW AS front and rear tires

Body Exterior

- * 2 doors
- * Turn signal indicator in mirrors
- * Chrome bumpers
- * Clearcoat paint
- * 2 front tow hook(s)
- * Driver and passenger power remote heated, manual folding door mirrors with turn signal indicator
- * Black door mirrors
- * Trailer harness
- * Front and rear 19.5 x 6 wheels

Convenience

- * Manual air conditioning with air filter
- * Power front windows
- * Driver and passenger 1-touch down
- * Manual tilt steering wheel
- * Day-night rearview mirror with auto-dimming
- * Wireless phone connectivity
- * 2 1st row LCD monitors
- * Passenger visor mirror
- * Upfitter switches
- * Cruise control with steering wheel controls
- * Driver and passenger 1-touch up
- * Remote power door locks with 2 stage unlock and illuminated entry
- * Manual telescopic steering wheel
- * 911 Assist emergency SOS
- * AppLink smart device integration
- * Front cupholders
- * Driver and passenger door bins

Seats and Trim

- * Seating capacity of 3
- * 4-way driver seat adjustment
- * 4-way passenger seat adjustment
- * Cloth seat upholstery
- * Front 40-20-40 split-bench seat
- * Manual driver lumbar support
- * Centre front armrest with storage

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2019 F-450 Chassis, SD Regular Cab
4x2 SD Regular Cab 169" WB DRW XL(F4G)
Price Level: 950 Quote ID: SCF19F4G

Selected Equipment & Specs (cont'd)

Entertainment Features

- * AM/FM stereo radio
- * Steering wheel mounted radio controls
- * Streaming audio
- * SYNC external memory control
- * 4 speakers
- * Fixed antenna

Lighting, Visibility and Instrumentation

- * Halogen aero-composite headlights
- * Fully automatic headlights
- * Light tinted windows
- * Tachometer
- * Outside temperature display
- * Trip computer
- * Delay-off headlights
- * Variable intermittent front windshield wipers
- * Front reading lights
- * Compass
- * Camera(s) - rear
- * Trip odometer

Safety and Security

- * 4-wheel ABS brakes
- * 4-wheel disc brakes
- * Dual front impact airbag supplemental restraint system with passenger cancel
- * Safety Canopy System curtain 1st row overhead airbag supplemental restraint system
- * Power remote door locks with 2 stage unlock and panic alarm
- * MyKey restricted driving mode
- * Brake assist
- * Driveline traction control
- * Dual seat mounted side impact airbag supplemental restraint system
- * Remote activated perimeter/approach lighting
- * Security system with SecuriLock immobilizer
- * Manually adjustable front head restraints

Dimensions

General Weights

Curb.....	7,520 lbs.	GVWR.....	16,500 lbs.
Payload.....	9,040 lbs.		

Front Weights

Front GAWR.....	6,000 lbs.	Front curb weight.....	4,439 lbs.
Front axle capacity.....	7,000 lbs.	Front spring rating.....	6,000 lbs.
Front tire/wheel capacity.....	7,500 lbs.		

Rear Weights

Rear GAWR.....	12,880 lbs.	Rear curb weight.....	3,081 lbs.
Rear axle capacity.....	13,660 lbs.	Rear spring rating.....	12,880 lbs.
Rear tire/wheel capacity.....	15,000 lbs.		

Trailer Type

Harness.....	Yes	Trailer sway control.....	Yes
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General Trailering

5th-wheel towing capacity.....	26240 lbs.	Gooseneck towing capacity.....	26240 lbs.
Towing capacity.....	17340 lbs.	GCWR.....	34500 lbs.

Fuel Tank type

Capacity.....	40 gal.
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Off Road

Min ground clearance.....	8 "
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Interior cargo

Cargo volume.....	11.6 cu.ft.	Maximum cargo volume.....	11.6 cu.ft.
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2019 F-450 Chassis, SD Regular Cab
4x2 SD Regular Cab 169" WB DRW XL(F4G)
Price Level: 950 Quote ID: SCF19F4G

Selected Equipment & Specs (cont'd)

Rear Frame

Height loaded..... 28 " Height unloaded..... 34 "

Powertrain

Engine Type

Brand.....	Powerstroke	Block material.....	Iron
Cylinders.....	V-8	Head material.....	Aluminum
Ignition.....	Compression	Injection.....	Diesel direct injection
Liters.....	6.7L	Orientation.....	Longitudinal
Recommended fuel.....	Diesel	Valves per cylinder.....	4
Valvetrain.....	OHV	Forced induction.....	Intercooled turbo

Engine Spec

Bore.....	3.90"	Compression ratio.....	16.2:1
Displacement.....	406 cu.in.	Stroke.....	4.25"

Engine Power

Output.....	330 HP @ 2,600 RPM	Torque.....	750 ft.-lb @ 2,000 RPM
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Alternator

Type.....	Dual	Amps.....	332
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Battery

Amp hours.....	78	Cold cranking amps.....	750
Run down protection.....	Yes	Type.....	Dual

Transmission

Electronic control.....	Yes	Lock-up.....	Yes
Overdrive.....	Yes	Speed.....	6
Type.....	Automatic		

Transmission Gear Ratios

1st.....	3.974	2nd.....	2.318
3rd.....	1.516	4th.....	1.149
5th.....	0.858	6th.....	0.674
Reverse Gear ratios.....	3.128		

Transmission Torque Converter

Stall ratio.....	1.90
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Transmission Extras

Driver selectable mode.....	Yes	Sequential shift control.....	SelectShift
PTO provision.....	Yes		

Drive Type

Type.....	Rear-wheel
-----------	------------

Drive Feature

Limited slip differential.....	Mechanical	Traction control.....	Driveline
Power take-off provision.....	Yes		

Drive Axle

Ratio.....	4.3
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Exhaust

Material.....	Stainless steel	System type.....	Single
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By: **William Dawson** Date: **01/03/2019**



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2019 F-450 Chassis, SD Regular Cab
4x2 SD Regular Cab 169" WB DRW XL(F4G)
Price Level: 950 Quote ID: SCF19F4G

Selected Equipment & Specs (cont'd)

Emissions

CARB..... Federal

Fuel Economy

Fuel type..... Diesel

Engine Retarder

Type..... Yes

Driveability

Brakes

ABS..... 4-wheel

Type..... 4-wheel disc

ABS channels..... 3

Vented discs..... Front and rear

Brake Assistance

Brake assist..... Yes

Suspension Control

Ride..... Firm

Front Suspension

Independence... Mono-beam non-independent

Anti-roll bar..... Regular

Front Spring

Type..... Coil

Grade..... Regular

Front Shocks

Type..... HD

Rear Suspension

Independence..... DANA M300 rigid axle

Type..... Leaf

Anti-roll bar..... Regular

Rear Spring

Type..... Leaf

Grade..... HD

Rear Shocks

Type..... HD

Steering

Activation..... Hydraulic power-assist

Type..... Re-circulating ball

Steering Specs

of wheels..... 2

Exterior

Front Wheels

Diameter..... 19.5"

Width..... 6.00"

Rear Wheels

Diameter..... 19.5"

Width..... 6.00"

Dual..... Yes

Front and Rear Wheels

Appearance..... Argent

Material..... Steel

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4x2 SD Regular Cab 169" WB DRW XL(F4G)
Price Level: 950 Quote ID: SCF19F4G

Selected Equipment & Specs (cont'd)

Front Tires

Aspect..... 70
Sidewalls..... BSW
Tread..... AS
Width..... 225mm
RPM..... 647

Diameter..... 19.5"
Speed..... S
Type..... LT
LT load rating..... G

Rear Tires

Aspect..... 70
Sidewalls..... BSW
Tread..... AS
Width..... 225mm
RPM..... 647

Diameter..... 19.5"
Speed..... S
Type..... LT
LT load rating..... G

Wheels

Front track..... 74.8"
Turning radius..... 24.2'
Rear tire outside width..... 93.9"

Rear track..... 74.0"
Wheelbase..... 169.0"

Body Features

Front license plate bracket..... Yes
Body material..... Aluminum
Front tow hook(s)..... 2

Front splash guards..... Yes
Side impact beams..... Yes

Body Doors

Door count..... 2

Exterior Dimensions

Length..... 254.8"
Body height..... 81.5"
Axle to end of frame..... 47.2"
Frame yield strength (psi)..... 50000.0
Front bumper to Front axle..... 38.3"
Front bumper to back of cab..... 123.7"

Body width..... 80.0"
Cab to axle..... 84.0"
Frame section modulus..... 12.7cu.in.
Frame rail width..... 34.2"
Cab to end of frame..... 131.2"

Safety

Airbags

Driver front-impact..... Yes
Overhead... Safety Canopy System curtain 1st row
Passenger side-impact..... Seat mounted

Driver side-impact..... Seat mounted
Passenger front-impact..... Cancellable

Seatbelt

Height adjustable..... Front

Security

Immobilizer..... SecuriLock
Restricted driving mode..... MyKey

Panic alarm..... Yes

Seating

Passenger Capacity

Capacity..... 3

Front Seats

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4x2 SD Regular Cab 169" WB DRW XL(F4G)
Price Level: 950 Quote ID: SCF19F4G

Selected Equipment & Specs (cont'd)

Split.....	40-20-40	Type.....	Split-bench
Driver Seat			
Fore/aft.....	Manual	Reclining.....	Manual
Way direction control.....	4	Lumbar support.....	Manual
Passenger seat			
Fore/aft.....	Manual	Reclining.....	Manual
Way direction control.....	4		
Front Head Restraint			
Control.....	Manual	Type.....	Adjustable
Front Armrest			
Centre.....	Yes	Storage.....	Yes
Front Seat Trim			
Material.....	Cloth	Back material.....	Carpet
Convenience			
AC And Heat Type			
Air conditioning.....	Manual	Air filter.....	Yes
Audio System			
Radio.....	AM/FM stereo	Radio grade.....	Regular
Seek-scan.....	Yes	External memory control.....	SYNC
Audio Speakers			
Speaker type.....	Regular	Speakers.....	4
Audio Controls			
Steering wheel controls.....	Yes	Voice activation.....	Yes
Streaming audio.....	Bluetooth yes		
Audio Antenna			
Type.....	Fixed		
LCD Monitors			
1st row.....	2	Primary monitor size (inches).....	4.2
Cruise Control			
Cruise control.....	With steering wheel controls		
Convenience Features			
Retained accessory power.....	Yes	12V DC power outlet.....	2
Emergency SOS.....	911 Assist	Wireless phone connectivity.....	Bluetooth
Smart device integration.....	App link	Upfitter switches.....	Yes
Door Lock Activation			
Type.....	Power with 2 stage unlock	Remote.....	Keyfob (all doors)
Integrated key/remote.....	Yes		
Instrumentation Type			
Display.....	Analog		
Instrumentation Gauges			
Tachometer.....	Yes	Engine temperature.....	Yes
Turbo/supercharger boost.....	Yes	Transmission fluid temp.....	Yes

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4x2 SD Regular Cab 169" WB DRW XL(F4G)
Price Level: 950 Quote ID: SCF19F4G

Selected Equipment & Specs (cont'd)

Engine hour meter	Yes		
<i>Instrumentation Warnings</i>			
Oil pressure	Yes	Engine temperature	Yes
Battery	Yes	Lights on	Yes
Key	Yes	Low fuel	Yes
Door ajar	Yes	Service interval	Yes
Brake fluid	Yes		
<i>Instrumentation Displays</i>			
Clock	In-radio display	Compass	Yes
Exterior temp	Yes	Systems monitor	Yes
Camera(s) - rear	Yes		
<i>Instrumentation Feature</i>			
Trip computer	Yes	Trip odometer	Yes
<i>Steering Wheel Type</i>			
Material	Urethane	Tilting	Manual
Telescoping	Manual		
<i>Front Side Windows</i>			
Window 1st row activation	Power		
<i>Window Features</i>			
1-touch down	Driver and passenger	1-touch up	Driver and passenger
Tinted	Light		
<i>Front Windshield</i>			
Wiper	Variable intermittent		
<i>Rear Windshield</i>			
Window	Fixed		
Interior			
<i>Passenger Visor</i>			
Mirror	Yes		
<i>Rear View Mirror</i>			
Day-night	Yes	Auto-dimming	Yes
<i>Headliner</i>			
Coverage	Full	Material	Cloth
<i>Floor Trim</i>			
Coverage	Full	Covering	Vinyl/rubber
<i>Trim Feature</i>			
Gear shift knob	Urethane	Interior accents	Chrome
<i>Lighting</i>			
Dome light type	Fade	Front reading	Yes
Illuminated entry	Yes	Variable IP lighting	Yes
<i>Storage</i>			
Driver door bin	Yes	Front Beverage holder(s)	Yes
Glove box	Locking	Passenger door bin	Yes

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

Prepared for: Craig Isberg, Shasta County Public Works
By: William Dawson Date: 01/03/2019



Crown Ford
555 West Cypress, Redding, California, 960012819
Office: 530-241-4321

2019 F-450 Chassis, SD Regular Cab
4x2 SD Regular Cab 169" WB DRW XL(F4G)
Price Level: 950 Quote ID: SCF19F4G

Selected Equipment & Specs (cont'd)

Illuminated.....	Yes	Instrument panel.....	Bin
Dashboard.....	Covered		
<i>Legroom</i>			
Front.....	43.9"		
<i>Headroom</i>			
Front.....	40.8"		
<i>Hip Room</i>			
Front.....	62.5"		
<i>Shoulder Room</i>			
Front.....	66.7"		
<i>Interior Volume</i>			
Passenger volume	64.6 cu.ft.		

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

Prepared for: Craig Isberg, Shasta County Public Works
By: William Dawson Date: 01/03/2019



Crown Ford
555 West Cypress, Redding, California, 960012819
Office: 530-241-4321

2019 F-450 Chassis, SD Regular Cab
4x2 SD Regular Cab 169" WB DRW XL(F4G)
Price Level: 950 Quote ID: SCF19F4G

Warranty - Selected Equipment & Specs

Warranty

Basic

Distance.....36,000 miles Months.....36 months

Powertrain

Distance.....60,000 miles Months.....60 months

Corrosion Perforation

Distance.....Unlimited miles Months.....60 months

Roadside Assistance

Distance.....60,000 miles Months.....60 months

Diesel Engine

Distance.....100,000 miles Months.....60 months

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

Prepared for: Craig Isberg, Shasta County Public Works
By: William Dawson Date: 01/03/2019

REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS

BOARD MEETING DATE: February 5, 2019

CATEGORY: Consent - Public Works-12.

SUBJECT:

Septage Ponds – PG&E 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

Approve and authorize the Chairman to sign a contract with Pacific Gas and Electric (PG&E) in an advance payment amount of \$31,126.97 to provide power to the Redding Regional Septage Ponds in Anderson, CA.

SUMMARY

Electrical service is proposed at the septage ponds.

DISCUSSION

The County operates the Redding Regional Septage Ponds near Anderson. Septage is received from haulers and dewatered in a series of detention ponds. Evaporators are used to hasten the process and alleviate capacity issues in wet years. Evaporators have been running on rented generators. Grid power is proposed to automate the operation. PG&E will install the necessary distribution lines at an estimated cost of \$31,126.97 less a \$2,500 deposit.

ALTERNATIVES

The Board may decline to tie into the grid at this time. Generators would continue to power the evaporators.

OTHER AGENCY INVOLVEMENT

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

FINANCING

The total cost of this project is estimated to be \$40,000. The septage ponds are funded through fees collected from septage haulers. Adequate funds have been included in the Adopted 2018/19 Solid Waste Budget. There is no General Fund impact.

ATTACHMENTS:

Description	Upload Date	Description
PG&E Contract	1/25/2019	PG&E Contract



Customer Payment Coupon

For Internal Use	
Notification#	113143063
Contract#	50001325 V2
E PM#	35018841
G PM#	
E-Prior MLX/PM #	1981
G-Prior MLX/PM #	
Customer#	1559208

County of Shasta, GOVERNMENT AGENCY

1855 Placer St

REDDING CA 96001

Customer Payment Summary

207-170-010, ANDERSON, CA, 96007

Please pay the total amount due that corresponds to the option you select on page two of the enclosed extension agreement and enclose payment.

Payment Options		Total Due
10-Year Refundable Advance Option Gas and Electric	\$59,363.35	\$59,363.35
Non-Refundable 50 percent Discount Option for Gas and Electric	\$28,626.97	\$28,626.97
10-Year Refundable Advance Option for Gas and Non-Refundable 50 percent Discount Option for Electric	\$28,626.97	\$28,626.97
Non-Refundable 50 percent Discount Option for Gas and 10-Year Refundable Advance Option for Electric	\$59,363.35	\$59,363.35

Please pay the total amount due that corresponds to the option you select on page two of the enclosed extension agreement.

Important Payment Information

To complete your contract ONLINE

- Follow the instructions provided with your electronic contract
- Submit payment at pge.com/contractpayments

To complete your contract BY MAIL

- Please make check payable to: **PG&E** or **Pacific Gas and Electric**
- Complete, sign and return the enclosed agreement(s), the SACAC form and the customer payment coupon with your payment
- Remit payment and SACAC form to:**
PG&E CFM/PPC Department
PO BOX 997340
Sacramento, CA 95899-7340

IMPORTANT MESSAGE

Please review the enclosed information and total due. This document needs to be returned with the enclosed agreements.

If you complete your contract ONLINE, a copy will be saved to your Customer Connections Online (CCO) account at pge.com/cco.

To learn more about PG&E's gas and electric safety initiatives and resources please visit pge.com/safety.

Have Questions?
Please Call 1-800-422-0436



113143063R



Gas and Electric Extension Agreement*

For Internal Use

Notification #	113143063
Contract #	50001325 V2
E-PM #	35018841
G-PM #	
E-Prior MLX/PM#	1981
G-Prior MLX/PM#	
Customer #	1559208

January 10, 2019

County of Shasta, GOVERNMENT AGENCY

1855 Placer St, REDDING, CA, 96001

Re: 207-170-010, ANDERSON, CA, 96007

Dear Les Baugh

We are writing to let you know Pacific Gas and Electric Company (PG&E) will extend its facilities to provide the requested gas and electric service to the project address listed above. PG&E's costs have been developed based on the choices and information provided in your application and may change if you make changes. This letter, including PG&E's tariffs, which are incorporated by reference below, will serve as our contract. As required by the California Public Utilities Commission (CPUC), special facilities will be handled in a separate contract. Please complete the following four steps to execute this contract.

1 Review the following work responsibilities and cost information.

Work To Be Done By	GAS MAIN		GAS SERVICE		ELECTRIC DISTRIBUTION			ELECTRIC SERVICE		
	Trench	Pipe	Trench	Pipe	Trench	Substr.	Facilities	Trench	Substr.	Facilities
PG&E							X			X
Customer										

GAS

ELECTRIC

Total non-refundable project costs	\$0.00	\$390.60
Refundable extension costs	\$0.00	\$68,344.02
Allowances (credit)	-	\$6,871.27
Net refundable amount	= \$0.00	= \$61,472.75
10 YEAR REFUNDABLE OPTION		
Net refundable amount	\$0.00	\$61,472.75
Credit for value of design and/or facilities provided by applicant	-	\$0.00
Total non-refundable project costs	+ \$0.00	+ \$390.60
Total (if you select this option)	= \$0.00	= \$61,863.35
NON-REFUNDABLE 50% DISCOUNT OPTION		
Net refundable amount	\$0.00	\$61,472.75
Discount: 50% of Net refundable amount	-	\$30,736.38
Credit for value of design and/or facilities provided by applicant	-	\$0.00
Total non-refundable project costs	+ \$0.00	+ \$390.60
Total (if you select this option)	= \$0.00	= \$31,126.97
Potential refund per residential lot/unit	\$0.00	\$0.00
Potential reimbursement per service completion		
Pressurized or energized system	\$0.00	\$0.00
Not pressurized or energized system	\$0.00	\$0.00
Reimbursement for other work performed	\$0.00	\$0.00

All amounts include the Income Tax Component of Contribution (ITCC) PG&E is required to charge customers, where applicable.

DEFINITIONS AND EXPLANATION OF TERMS

(For more detail see rules 15 and 16):

Total non-refundable project costs include costs for work such as electric trench and excavation, conduits, inspections, streetlights, conversion from overhead to underground and contract processing.

Refundable extension costs include costs for facilities such as electric conductor, transformers and poles; gas pipe, gas share of distribution trench and regulators; and meters.

Allowances are a credit against refundable extension costs. They are based upon the number of residential units expected to be connected within the first six months and the expected annual non-residential net (distribution) revenue from your project.

Allowances granted under either option are subject to **deficiency billing** if the number of residential units connected or the annual non-residential net revenue falls below the forecast used to calculate the allowances.

Net refundable amount is the portion of overall costs eligible for refund to you based upon additional residential meters being set or upon increases in non-residential annual net (distribution) revenue. A cost-of-ownership charge is assessed against the Net refundable amount (except for individual residential applicants) per Rule 15.

Potential refund per residential lot/unit is for those lots/units for which you did not already receive an allowance (i.e., units not expected to be connected in the first six months). Any refunds may be decreased or eliminated by cost-of-ownership charges assessed under the provisions of Rule 15.

Potential reimbursement per service completion is the amount to which a customer may be entitled for performing certain service connection work PG&E would otherwise perform when installing service extensions and are not to be confused with refunds.

Reimbursement for other work performed is the amount to which a customer may be entitled for performing certain work (other than service completions) that normally is PG&E's responsibility.

* Automated document,
Preliminary Statement, Part A



113143063E



Gas and Electric Extension Agreement*

2 Select one of the following payment options.

- ☐ 10-Year Refundable Option for Gas and Electric
- ☒ Non-Refundable 50 Percent Discount Option for Gas and Electric
- ☐ 10-Year Refundable Option for Gas and Non-Refundable 50 Percent Discount Option for Electric
- ☐ Non-Refundable 50 Percent Discount Option for Gas and 10-Year Refundable Option for Electric

Gas		Electric		Advance		Total Due
\$0.00	+	\$61,863.35	-	\$2,500.00	=	\$59,363.35
\$0.00	+	\$31,126.97	-	\$2,500.00	=	\$28,626.97
\$0.00	+	\$31,126.97	-	\$2,500.00	=	\$28,626.97
\$0.00	+	\$61,863.35	-	\$2,500.00	=	\$59,363.35

3 Review these important terms and conditions.

This Gas and Electric Extension Agreement is controlled by, and incorporates by reference, PG&E's tariffs, including Gas and Electric rules 2, 15, and 16; the Distribution and Service Extension Agreement-Provisions (Form 62-0982) and the General Terms & Conditions for Gas and Electric Extension & Service Construction by Applicant (Form 79-716), all as approved and authorized by the CPUC. This agreement at all times shall be subject to such modifications as the CPUC may direct from time to time in the exercise of its jurisdiction.

You can view PG&E's tariffs online at pge.com/tariffs or contact the PG&E representative listed below. Additional details underlying the amounts shown in this agreement, as well as the calculation of allowances, refunds or deficiency bills can also be provided by your local PG&E representative.

4 After completing steps 1, 2 and 3 and having checked one, but only one, of the four payment options above, please complete and return the following items to PG&E.

- Sign and return this contract as indicated below.
- Submit the Payment Coupon with Total Due based on your option selected.
- Sign and return the enclosed Statement of Applicant's Contract Anticipated Costs (SACAC) [Form 79-1003] (explanation in box to the right).

Please provide your payment and required forms within 90 days from 10-Jan-19
PG&E is not bound by the costs set forth above if payment and the signed forms are not received by PG&E within 90 days.

If you have any questions, please contact
at 530-246-6584 or by email at APPF@pge.com

ADDITIONAL INFORMATION

What is the SACAC form

Under PG&E's rules 15 and 16 you have a choice: you can perform the work yourself, hire a qualified contractor to perform the work or hire PG&E to do the work. We are required by the CPUC to provide you with PG&E's costs.

This form identifies our cost for the refundable service that is PG&E's responsibility to install. PG&E's costs were developed based on your choices within the application and may change if you change that choice.

How do I fill out the SACAC?

If you want to do this work yourself or have a qualified contractor do this work, please enter your estimated costs in the section of the SACAC form entitled "Applicant Costs" or check the box in the section entitled "Applicant's Election Not To Provide Costs," sign and return to PG&E. PG&E will send you a revised agreement by return mail only if you choose to provide your estimated costs.

If you want PG&E to do this work, please check the section "Applicant's Election Not to Provide Costs," sign and return the SACAC form along with a check for the Total Due based on the option you selected above.

You must return the completed SACAC form to PG&E regardless of who you choose to do the work.

Please follow payment instructions
found on your Payment Coupon.

Pacific Gas and Electric Company

This contract has been reviewed and approved by:

Service Planning Supervisor

APPROVED AS TO FORM:
David M. Yorton, Jr.
DAVID M. YORTON, JR.
Senior Deputy County Counsel

Customer

Agreed and accepted by:

County of Shasta, GOVERNMENT AGENCY

Authorized Signatory Leonard Moty

Title Chairman, Board of Supervisors

Signature _____

Date _____

RISK MANAGEMENT APPROVAL

BY: *James Johnson*
Page 241 of 292
James Johnson
Risk Management Analyst

* Automated document,
Preliminary Statement, Part A

Form 79-1169
Advice 3579-G/4607-E



113143063E



STATEMENT OF APPLICANT'S CONTRACT ANTICIPATED COSTS.*

Project Name: Redding Regional Septage Facility Power

Project Location: 207-170-010, ANDERSON, CA, 96007

Notification Number: 113143063

PM Number(s): (Gas) _____ (Electric) 35018841

APPLICANT COSTS

The following statement must only include the contracted anticipated installed costs of facilities installed by the Applicant that are refundable and that are PG&E's responsibility under its tariffs.

The costs provided by the Applicant must be taken from the Applicant's contract with its contractor. If the Applicant will be performing the work itself, the Applicant must also complete and sign this form.

The Applicant's statement of costs will be compared with PG&E's estimated installed costs of the same facilities, the lower of which will be used to determine the amount subject to allowances and refunds in accordance with the provisions of PG&E's Gas and Electric Rules 15 and 16.

If the Applicant chooses not to provide its costs, it must complete the last section of this form. Until the Applicant either provides the refundable cost from its contract with its contractor (or its own cost, if applicable), or returns this form indicating that it will not do so, PG&E will not proceed with any work on the Applicant's project.

GAS

Residential Service Facilities:

<p>Applicant: \$ _____</p> <p>PG&E: <u>\$0.00</u></p> <p>Number of gas service: <u>0</u> Stubs: <u>0</u></p>	<p>Applicant: \$ _____</p> <p>PG&E: <u>\$0.00</u></p> <p>Number of Electric service: <u>0</u></p>
---	--

ELECTRIC

Residential Service Facilities:

Applicant's statement of costs include: overhead or underground service conductors, poles, service transformers, connection fittings, service pipe, valves, service connections, and other PG&E-owned service equipment, as detailed in Gas and Electric Rule 16.

Applicant's statement of costs DOES NOT include: inspection fees, nonresidential service costs, regulators, or PG&E-owned metering equipment.



113143063E

GASELECTRIC**Gas Distribution Facilities
and Non-Residential Service Services:**

Applicant: \$ _____

PG&E: \$0.00**Electric Distribution Facilities
and Non-Residential Service Services:**

Applicant: \$ _____

PG&E: \$50,057.01**GAS DISTRIBUTION TRENCH**

Applicant: \$ _____

PG&E: \$0.00

Applicant's statement of costs include: cables, switches, transformers, distribution main, valves, regulators, nonresidential service costs, and other distribution facilities required to complete the distribution line extension, as detailed in Gas and Electric Rule 15 as PG&E's responsibility.

Applicant's statement of costs DOES NOT include: inspection fees, tie-in of system by PG&E, distribution substructures, electric trench, conduits, feeder conduits, or protective structures, as detailed in Gas and Electric Rule 15.

I declare under penalty of perjury that the foregoing is true and correct.

☒ **APPLICANT'S ELECTION NOT TO PROVIDE COSTS:** (if this option selected, box must be checked)

I choose not to provide to the utility my refundable costs for this project as taken from my contract with my contractor, or as performed by myself, and acknowledge that PG&E will use its estimate of the refundable costs for this project in the contract between it and me.

Executed on _____
(Date)

at _____
(City)

By:

Print Applicant Name: County of Shasta, GOVERNMENT AGENCY

Signed: _____

Title: Board of Supervisors

APPROVED AS TO FORM:

David M. Norton, Jr.
DAVID M. NORTON, JR.
Senior Deputy County Counsel

RISK MANAGEMENT APPROVAL

BY: James Johnson
James Johnson
Risk Management Analyst



113143063E

REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS

BOARD MEETING DATE: February 5, 2019

CATEGORY: Consent - Public Works-13.

SUBJECT:

CSA No. 2-Sugarloaf Water Budget Amendment

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?
4/5 Vote	No General Fund Impact

RECOMMENDATION

On behalf of County Service Area (CSA) No. 2-Sugarloaf Water, approve a budget amendment increasing revenue by \$50,000 from the Water Agency Administration budget in the CSA No. 2 Sugarloaf Water Administration budget to maintain services and make improvements.

SUMMARY

Water Agency assistance is proposed to maintain service and make improvements in CSA No. 2-Sugarloaf Water.

DISCUSSION

County Service Area (CSA) No. 2-Sugarloaf Water serves 62 customers near Lakehead. The system was constructed by a developer with a well, spring and distribution system. Wellhead treatment was added last summer. Spring water treatment works don't meet current standards. A second well has been drilled but lacks pump, treatment and control systems. The distribution system has widespread leaks. Service has been maintained with boil notices and bottled and trucked water. Rates are competitive but the customer base is too small to fund the needed improvements. State grants have provided the vast majority of funding in recent years. Income surveys are under way to pursue more grants. Water Agency participation of \$50,000 is proposed to restore solvency to the CSA in the interim.

ALTERNATIVES

The Board may decline to approve the budget amendment. The CSA will remain insolvent.

OTHER AGENCY INVOLVEMENT

The recommendation has been reviewed by the County Administration Office and Auditor-Controller.

FINANCING

The CSA No. 2 Sugarloaf Water Administration fund is in a negative cash position (insolvent). Grant reimbursements are pending. The CSA faces an estimated cash shortfall of \$50,000 net of receivables.

ATTACHMENTS:

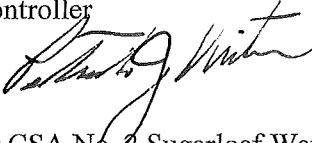
Description	Upload Date	Description
CSA No. 2-Sugarloaf Water Budget Amendment	1/22/2019	CSA No. 2-Sugarloaf Water Budget Amendment

**COUNTY
OF
SHASTA**

DEPARTMENT OF PUBLIC WORKS

Pat Minturn, Director

MEMORANDUM

DATE January 14, 2019 FAF 020004
TO Brian Muir, Auditor-Controller
FROM Pat Minturn, Director 
SUBJECT Budget Amendment for CSA No. 2 Sugarloaf Water Administration Budget Unit

A budget amendment is requested in the CSA No. 2 Sugarloaf Water Administration Budget Unit 00375. The purpose of this budget amendment is to increase revenue by \$50,000.

After preparing the budget transfer document, would you please forward it to the CAO's office for approval. It is our intention to present this to the Board of Supervisors for approval on January 29, 2019. Thank you for your assistance in this matter.

PJM/kdc

Attachment

email: Ayla Tucker, CAO Administrative Analyst

County of Shasta

Budget AmendmentCSA #2 Sugarloaf Water Admin

DEPARTMENT NAME

APPROPRIATIONS

INCREASE <DECREASE>

COST CENTER	ACCOUNT	ACCOUNT DESCRIPTION	BUDGET READS	BUDGET SHOULD READ	AMOUNT OF TRANSFER (+/-)
					-
					-
					-
					-
TOTAL					-

REVENUE

INCREASE <DECREASE>

COST CENTER	ACCOUNT	ACCOUNT DESCRIPTION	BUDGET READS	BUDGET SHOULD READ	AMOUNT OF TRANSFER (+/-)
00375	806371	TRANS IN SHASTA CO WATER AGENCY	0	50,000	50,000
					-
					-
					-
TOTAL					50,000

REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS

BOARD MEETING DATE: February 5, 2019

CATEGORY: Consent - Public Works-14.

SUBJECT:

CSA No. 25-Kewick Water - Carr Fire Insurance Proceeds

DEPARTMENT: Public Works

County Service Area No. 25-Keswick Water

Supervisory District No. : 2

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

STAFF REPORT APPROVED BY: Pat Minturn, Public Works Director

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

RECOMMENDATION

Take the following actions regarding insurance recovery proceeds on behalf of County Service Area (CSA) No. 25-Keswick Water: (1) Accept receipt of insurance recovery proceeds of \$177,295 pursuant to Government Code section 25214.2 for the Keswick Community Center; (2) deposit unanticipated revenue of \$177,295 into the CSA No. 25 Keswick Water Admin fund; and (3) approve a budget amendment increasing revenue by \$177,295 in the CSA No. 25-Keswick Water Admin budget.

SUMMARY

Administrative steps are proposed to allocate insurance proceeds for County assets in Keswick.

DISCUSSION

County Service Area (CSA) No. 25-Keswick Water has operated a water system, park and Community Center in Keswick. The Community Center was destroyed in the Carr Fire. It is recommended that the Board recognize the insurance proceeds and allocate them to the CSA (\$177,295).

The County is presently soliciting bids to abate the Community Center site. The County's insurance policy will pay for the cleanup.

ALTERNATIVES

The Board may allocate insurance proceeds at its discretion.

OTHER AGENCY INVOLVEMENT

County Counsel supports this recommendation. The recommendation has been reviewed by the County Administrative Office.

FINANCING

The CSA No. 25 Keswick Water Admin fund will be in a positive cash position upon receipt of the insurance proceeds. There is no General Fund impact.

ATTACHMENTS:


Description	Upload Date	Description
CSA No. 25-Keswick Water Budget Amendment	1/23/2019	CSA No. 25-Keswick Water Budget Amendment

**COUNTY
OF
SHASTA**

DEPARTMENT OF PUBLIC WORKS

Pat Minturn, Director

MEMORANDUM

DATE January 18, 2019 FAF 020004
TO Brian Muir, Auditor-Controller
FROM Pat Minturn, Director 
SUBJECT Budget Amendment for CSA #25 Keswick Water Admin Budget Unit

A budget amendment is requested in the CSA #25 Keswick Water Administration Budget Unit 00394. The purpose of this budget amendment is to increase revenue by \$177,295.

After preparing the budget transfer document, would you please forward it to the CAO's office for approval. It is our intention to present this to the Board of Supervisors for approval on February 5, 2019. Thank you for your assistance in this matter.

PJM/kdc

Attachment

email: Ayla Tucker, CAO Administrative Analyst

County of Shasta

Budget Amendment**CSA #25 Keswick Water Admin**

DEPARTMENT NAME

APPROPRIATIONS

INCREASE <DECREASE>

COST CENTER	ACCOUNT	ACCOUNT DESCRIPTION	BUDGET READS	BUDGET SHOULD READ	AMOUNT OF TRANSFER (+/-)
					-
					-
					-
					-
TOTAL					-

REVENUE

INCREASE <DECREASE>

COST CENTER	ACCOUNT	ACCOUNT DESCRIPTION	BUDGET READS	BUDGET SHOULD READ	AMOUNT OF TRANSFER (+/-)
00394	799600	INSURANCE LOSS & REFUNDS	0	177,295	177,295
					-
					-
					-
TOTAL					177,295

REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS

BOARD MEETING DATE: February 5, 2019

CATEGORY: Consent - Public Works-15.

SUBJECT:

CSA No. 25-Keswick Water – Quitclaim Deed

DEPARTMENT: Public Works

County Service Area No. 25-Keswick Water

Supervisory District No. : 2

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

STAFF REPORT APPROVED BY: Pat Minturn, Public Works Director

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

RECOMMENDATION

Take the following actions on behalf of County Service Area (CSA) No. 25-Keswick Water: (1) Approve and authorize the Chairman to sign a Quitclaim Deed transferring ownership from the Keswick Community Services District (CSD) to the County of Shasta, as successor of the Keswick CSD, for assessor parcel numbers 065-140-028, 065-140-033, and 065-140-034 (Real Property), under the authority stated in California Government Code section 57453; and (2) accept the Quitclaim Deed conveying the Real Property.

SUMMARY

Administrative steps are proposed to clear title to real property in Keswick.

DISCUSSION

In 1962, Keswick Community Services District (CSD) was formed to operate the local water system. Keswick CSD came to own three local parcels. In 1990, the CSD was replaced with a County Service Area (CSA). All of the CSD's assets and liabilities transferred to the new entity. Deeds were not recorded at the time so public records still show the property as belonging to the dissolved CSD. A Quitclaim Deed is proposed to clarify real property holdings.

ALTERNATIVES

The Board may decline to file a Quitclaim Deed at this time. The public records would remain clouded.

OTHER AGENCY INVOLVEMENT

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

FINANCING

Adequate funds to prepare this report and process the Quitclaim Deed were included in the Adopted 2018/19 budget for Keswick CSA. There is no General Fund impact.

ATTACHMENTS:

Description	Upload Date	Description
Quitclaim Deed	1/22/2019	Quitclaim Deed

RECORDING REQUESTED BY
PATRICK J. MINTURN
RETURN TO:
SHASTA COUNTY DPW
1855 PLACER STREET
REDDING, CA 96001

NO FEE - COUNTY BUSINESS
GOVERNMENT CODE §-6103
AP NO.: 065-140-028, 033, & 034

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

QUITCLAIM DEED

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, the **KESWICK COMMUNITY SERVICES DISTRICT** does hereby REMISE, RELEASE, AND FOREVER QUITCLAIM to the **COUNTY OF SHASTA**, a political subdivision of the State of California, as successor of Keswick Community Services District, all that real property situated in the southwest one-quarter of Section 17, Township 32 North, Range 5 West, M.D.B.&M., in the unincorporated area of County of Shasta, State of California, more particularly described in EXHIBIT “A”, attached hereto and made a part hereof.

COUNTY OF SHASTA
STATE OF CALIFORNIA

By _____
LEONARD MOTY, CHAIRMAN
BOARD OF SUPERVISORS

Dated _____

COUNTY OF SHASTA

STATE OF CALIFORNIA

QUITCLAIM DEED

(CERTIFICATE OF ACCEPTANCE, GOVERNMENT CODE, SECTION 27281)

KESWICK COMMUNITY SERVICES DISTRICT

TO

COUNTY OF SHASTA

SUCCESSOR OF KESWICK COMMUNITY SERVICES DISTRICT

(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 KESWICK COMMUNITY SERVICES DISTRICT, to the COUNTY OF SHASTA, State of California, a governmental agency (a political subdivision of the State of California) and successor of Keswick Community Services District, 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 _____, 2019.

LAWRENCE G. LEES

Clerk of the Board of Supervisors

By _____
Deputy

Legal Description- Keswick CSD

EXHIBIT "A"

Parcel One:

All that real property situated in the southwest one-quarter of Section 17, T. 32 North, R. 5 West, M.D.B.& M., in the unincorporated area of County of Shasta, State of California, as conveyed to the Keswick Community Services District by deed recorded May 13, 1963 in Official Records Book 743 at Page 682, Shasta County Records.

Including all that real property in the southwest one-quarter of Section 17, T. 32 North, R. 5 West, M.D.B.& M., in the unincorporated area of County of Shasta, State of California, abandoned by Shasta County Resolution No. 79-17, recorded January 26, 1979 in Official Records Book 1592 at Page 502, Shasta County Records.

APN: 065-140-034

Parcel Two:

All that real property situated in the southwest one-quarter of Section 17, T. 32 North, R. 5 West, M.D.B.& M., in the unincorporated area of County of Shasta, State of California, as conveyed to the Keswick Community Services District by deed recorded March 9, 1964 in Official Records Book 779 at Page 71, Shasta County Records.

Including all that real property in the southwest one-quarter of Section 17, T. 32 North, R. 5 West, M.D.B.& M., in the unincorporated area of County of Shasta, State of California, abandoned by Shasta County Resolution No. 82-178, recorded July 30, 1982 in Official Records Book 1903 at Page 431, Shasta County Records

APN: 065-140-028

Parcel Three:

All that real property situated in the southwest one-quarter of Section 17, T. 32 North, R. 5 West, M.D.B.& M., in the unincorporated area of County of Shasta, State of California, as conveyed to the Keswick Community Services District by deed recorded September 4, 1975 in Official Records Book 1293 at Page 148, Shasta County Records.

APN: 065-140-033



REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS

BOARD MEETING DATE: February 5, 2019

CATEGORY: Consent - Resource Management-16.

SUBJECT:

Budget amendment to increase expense in the Impact Mitigation Fee Administration Fund, Miscellaneous Expense Prior Period Revenue Adjustment account to refund funds paid in advance for a commercial project that has been cancelled by applicant.

DEPARTMENT: Resource Management

Supervisory District No. : ALL

DEPARTMENT CONTACT: Paul A. Hellman, Director of Resource Management (530) 225-5789

STAFF REPORT APPROVED BY: Paul A. Hellman, Director of Resource Management

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

RECOMMENDATION

Approve a budget amendment increasing appropriations by \$4,332 in the Impact Mitigation Fee Administration Fund, Miscellaneous Expense Prior Period Revenue Adjustment account to be offset by the use of restricted fund balance to refund applicant impact mitigation fees.

SUMMARY

N/A

DISCUSSION

Shasta County Ordinance No. 665, adopted on May 6, 2008, requires that development impact fees for non-residential development be collected prior to issuance of a building permit, whereas development impact fees for residential development are collected on the date of the final inspection or upon issuance of a certificate of occupancy, whichever occurs first.

MacCo Metal Buildings (applicant) applied for a commercial building permit in August 2016. The Impact Mitigation Fees were paid when the permit application was submitted. On June 30, 2017, the collected fees were transferred to Restricted Fund Balance when the financial records were closed at the end of the year. The amounts to be refunded are in Restricted Fund Balance and this will allow the refund to be recorded correctly.

ALTERNATIVES

The Board may decline to approve the budget amendment, in which case currently budgeted appropriations in FY 18/19 will

be insufficient to refund the development impact fees paid by the applicant.

OTHER AGENCY INVOLVEMENT

The County Administrative Office and the County Auditor-Controller's Office have reviewed this recommendation.

FINANCING

The restricted fund balance for these funds will be used to offset this expense.

ATTACHMENTS:

Description	Upload Date	Description
FY 1819 IMP FEE BUD ADJ FORM	1/28/2019	FY 1819 IMP FEE BUD ADJ FORM
FY 1819 IMP FEE BUD ADJ AUD MEMO	1/28/2019	FY 1819 IMP FEE BUD ADJ AUD MEMO

Resource Management (0057)
Department Name & Fund No.

Appropriations

Increase <Decrease>

Cost Center Number	Account Number	Budget Reads	Budget Should Read	Amount of Transfer (+/-)
15700	034309	600	4,932	4,332
Total				4,332

Revenue

Increase <Decrease>

Cost Center Number	Account Number	Budget Reads	Budget Should Read	Amount of Transfer (+/-)
Total				0

MEMORANDUM

SHASTA COUNTY DEPARTMENT OF RESOURCE MANAGEMENT 1855 Placer Street, Redding, CA 96001

Environmental Health

Suite 201
225-5787

Administration

Suite 200
225-5789

Air Quality Management

Suite 101
225-5674

Planning Division

Suite 103
225-5532

Community Education Section

Suite 200
225-5789

Building Division

Suite 102
225-5761

TO: Brian Muir, Auditor-Controller
Auditor-Controller's Office

FROM: Paul A. Hellman, Director of Resource Management *PAH*

DATE: January 25, 2019

SUBJECT: BUDGET AMENDMENT

=====

Attached is the budget amendment for Facility Impact Fee, Budget Unit 15700 requesting an increase in appropriations by \$4,332 in the Miscellaneous Expense Prior Period Revenue Adjustment account (034309). The purpose of this amendment is to Refund funds paid in advance for a commercial project that has been cancelled by the applicant.

This item is going to the Shasta County Board of Supervisors on February 5, 2019.

If you have any questions, please contact Ronni at ext 5404.

PH/rh

Attachment

Cc: Terri Howat, County Chief Financial Officer
Ayla Tucker, CAO Administrative Analyst I

REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS

BOARD MEETING DATE: February 5, 2019

CATEGORY: Consent - Other Departments-17.

SUBJECT:

Budget Amendment to increase appropriations/revenue in the Department of Agriculture budget and increase revenue in the Fleet Mgmt. Replacement budget, and a Salary Resolution to add two positions in the Department of Agriculture.

DEPARTMENT: Agricultural Commissioner/Sealer of Weights and Measures
Public Works

Supervisory District No. : All

DEPARTMENT CONTACT: Paul Kjos, Agricultural Commissioner (530) 224-4949

STAFF REPORT APPROVED BY: Paul Kjos, Agricultural Commissioner; Pat Minturn, Public Works Director

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

RECOMMENDATION

Take the following actions to address additional unanticipated Unclaimed Gas Tax revenue: (1) Approve a budget amendment which: (a) increases appropriations and revenue by \$212,459 in the Agricultural Commissioner/Sealer of Weights & Measures budget; and (b) increases revenue by \$74,000 in the Fleet Management Replacement budget for the purchase of one new vehicle and one replacement vehicle; and (2) adopt a salary resolution, effective February 17, 2019, which adds 1.0 Full-Time Equivalent (FTE) Agricultural and Standards Investigator I/II/III and 1.0 FTE Agricultural and Standards Program Assistant I/II in the Agricultural Commissioner/Sealer of Weights & Measures budget.

SUMMARY

The department has received unanticipated Unclaimed Gas Tax revenue and increases in four revenue agreements with the California Department of Food and Agriculture (CDFA) this fiscal year in the amount of \$212,459 and is proposing to use these funds to fund two new positions and costs associated with those positions, increase Extra Help funding for this fiscal year, purchase a vehicle, and replace an aging vehicle. The use of these funds for this purpose will assist the department in meeting its Maintenance of Effort (MOE) as required by Food and Agricultural Code Section 224.5. The proposed budget amendment will recognize the new revenue, increase expenditures associated with the new positions, increase expenditures for Extra Help positions, and provide for the purchase of an additional vehicle and replace an aging fleet vehicle. The increased revenues are not one time increases but represent on-going revenue increases.

The increase in the revenue from UGT and the agreements are associated with the passage of SB-1, the increase of the gasoline tax.

DISCUSSION

The department's largest source of revenue outside of the County's General Fund, is Unclaimed Gas Tax (UGT). Gas taxes

are collected by the State of California and those taxes that are attributable to the off road use of gas powered engines for agricultural purposes are eligible for refund. Many fuel purchasers do not choose to claim the refund and millions of dollars go unclaimed annually. A portion of these unclaimed funds are then transferred from the California Department of Transportation (CalTrans) to the California Department of Food & Agriculture (CDFA) and the Department of Pesticide Regulations (DPR) and in turn, most of this money is distributed to counties for the purpose of partially reimbursing counties for expenditures on specified agricultural programs of mutual state and county responsibility. These programs are defined in Food and Agricultural Code Section 2282.

Each year, funds from this source are allocated to individual counties based on the total dollars available for distribution and each county's previous year's net cost for agricultural programs. Based on this distribution methodology, counties having a high net county cost for these programs compared to all other counties receive the highest unclaimed gas tax reimbursement. The CDFA is unable to determine the specific distribution for each county until late spring of each fiscal year, after the financial reports submitted by counties have been analyzed. With the passage of SB-1, the amount of monies available to CDFA for agriculture program agreements and the pool of monies dispersed to counties has increased significantly.

It was anticipated the amount of UGT to be received in 2018-2019 was increasing due to the passage of SB-1, however the department took a conservative approach on the amount of the increase. With the failure of the repeal of SB-1, the amount of monies for UGT to the counties is significantly more than anticipated. In addition, CDFA was allocated additional UGT monies which allowed them to increase some agreements with counties for agriculture programs.

Because of the timing of these disbursements from CDFA, it is very difficult to accurately estimate this revenue source in the budget preparation process. We were recently notified that Shasta County's portion of UGT is \$442,182 or \$80,382 more than the anticipated \$361,800 that was included in the FY 2018-19 Adopted Budget. The budget amendment will recognize the additional revenue in this line item in the amount of \$80,382. In addition, the 2018-2019 agreements with CDFA for Pest Detection, High Risk Pest Exclusion, Noxious Weed Eradication, and Bee Safe have increased from levels listed in the Department's 2018-2019 budget. The total unanticipated additional revenue for these agreements is \$132,077 resulting in an unanticipated revenue total of \$212,459.

Counties are now statutorily required to maintain general fund support for agricultural programs that is at least equal to the average amount expended for the five preceding fiscal years, unless the county is facing an unusual financial hardship (FAC 224.5). This action will have no net effect on the net county cost from general funds to the department but will assist the department in providing additional staff, and associated costs, to meet the contractual obligations of the agreement increases while meeting the statutory maintenance of effort requirement now required to be eligible to receive UGT. The request to increase expenditures by \$212,459 includes the funding of 1) two additional positions in the department, one Ag & Standards Investigator position and one Ag & Standards Program Assistant position, 2) costs associated with those positions, 3) the purchase of an additional vehicle, and 4) the replacement of an older existing vehicle.

In summary, the budget amendment will recognize the additional revenue of \$212,459 and also allow corresponding expenditures in the same amount for the addition of two staff members, and associated costs for vehicle, supplies, equipment, and training to allow the department to meet the contractual requirements of the enhanced revenue agreements without increasing General Fund costs by the department.

ALTERNATIVES

The Board may choose to approve the requests, modify or reject the requests. Approval is recommended since it will minimize the negative impacts of a reduced County cost for agricultural programs in next year's budget and will provide the resources needed by the department.

OTHER AGENCY INVOLVEMENT

The budget amendment has been reviewed by the Auditor-Controller. Shasta County Public Works has reviewed the recommendation and approves the increase in the Fleet Management replacement vehicle fund to purchase an additional vehicle

and a replace an older vehicle assigned to the department. The Support Services Department-Personnel Unit prepared the salary resolution. The Recommendation has been reviewed by the County Administrative Office.

FINANCING

The department will receive unanticipated revenue this fiscal year from UGT and four revenue agreements with CDFA in the amount of \$212,459. This could result in a reduction in the department’s net county cost for FY 2018-2019 as any unspent UGT will fall to the General Fund. While this benefits the County’s General Fund, this situation could lead to a decline in UGT anticipated for next fiscal year since next year’s UGT revenue is based on the net County cost for agricultural programs this fiscal year. The increase in expenditures will result in no impact to the County General Fund. It is anticipated this revenue increase from UGT and the CDFA Agreements will continue for at least several fiscal years.

ATTACHMENTS:

Description	Upload Date	Description
Ag - Fleet Budget Amendment	1/31/2019	Ag - Fleet Budget Amendment
Ag Salary Resolution	1/23/2019	Ag Salary Resolution

INTER-OFFICE MEMORANDUM

OFFICE OF:
PAUL KJOS
AGRICULTURAL COMMISSIONER/SEALER
Phone: 224-4949 Fax: 224-4951

TO: Brian Muir, Auditor/Controller

FROM: Paul Kjos, Agricultural Commissioner/Sealer *PK*

SUBJECT: Budget Amendment to 2018-2019 Budget

DATE: January 23, 2019

Attached is a budget amendment worksheet requesting an amendment to the Agricultural Commissioner/Sealer and Public Works-Fleet budget units. The request will increase both revenues and appropriations by a total of \$212,459 in the Agriculture budget (28000) with increases in revenues of five separate line items, and increase appropriations in the Salary/Benefit, Services and Supplies, and Trans Out object levels. The Public Works-Fleet Unit will request an amendment in the Trans In line item of Public Works (94001).

This request is scheduled to be presented to the Board of Supervisors for their consideration on February 5, 2019. Pat Minturn has reviewed the staff report and concurs with the fleet requests. Personnel has prepared the Salary Resolution. Please contact me if you have any questions.

Attachment

Cc: Pat Minturn, Public Works Director
Elaine Grossman, Senior Administrative Analyst
Frank Costa, Supervising Accountant
Ken Cristobal, Deputy Public Works Director - Admin

County of Shasta Budget Amendment Worksheet

Agriculture

DEPARTMENT NAME

APPROPRIATIONS
INCREASE <DECREASE>

COST CENTER	ACCOUNT	ACCOUNT DESCRIPTION	BUDGET READS	BUDGET SHOULD READ	AMOUNT OF TRANSFER (+/-)
28000	011000	REGULAR SALARIES	774,404	828,866	54,462
28000	017000	EXTRA HELP	60,983	76,300	15,317
28000	018100	EMPLOYER SHARE FICA	61,751	63,902	2,151
28000	018201	EMPLOYER SHARE RETIREMENT	153,492	161,625	8,133
28000	018300	EMPLOYER SHARE HEALTH INSUR	192,754	206,059	13,305
28000	018307	EMPLOYER SHR OTHER POST EMP BEN	23,232	24,656	1,424
28000	018400	EMPLOYER SHR UNEMPLOYMENT INS	1,298	1,384	86
28000	018500	WORKERS COMP EXPOSURE	7,149	7,500	351
28000	032100	AG EXPENSE	4,000	7,859	3,859
28000	032500	COMMUNICATION EXPENSE	7,898	10,098	2,200
28000	032591	CHGS IT COMM	6,417	8,817	2,400
28000	033500	MAINTENANCE OF EQUIP	6,000	12,500	6,500
28000	034500	OFFICE EXPENSE	5,000	10,582	5,582
28000	034837	PROF PREEMPLOYMENT SVS	1,250	4,750	3,500
28000	034892	CHGS IT PROF SERVICES	38,128	41,578	3,450
28000	035300	RENTS & LEASES OF STRUCTURE	66,911	68,250	1,339
28000	035591	CHGS IT HARDWARE EQP	8,650	11,850	3,200
28000	035900	TRANSPORTATION & TRAVEL	8,500	11,900	3,400
28000	035940	TRANS/TRVL FUEL	24,900	28,600	3,700
28000	035990	CHGS FLEET TRANS/TRVL	22,860	26,960	4,100
28000	095940	TRAN OUT FLEET MGMT	0	74,000	74,000
TOTAL					212,459

REVENUE
INCREASE <DECREASE>

COST CENTER	ACCOUNT	ACCOUNT DESCRIPTION	BUDGET READS	BUDGET SHOULD READ	AMOUNT OF TRANSFER (+/-)
28000	539150	STATE DETECTION TRAPPING	66,083	118,800	52,717
28000	539190	STATE HI RISK PEST EXCLUSION	14,500	57,000	42,500
28000	539200	STATE UNCLAIMED GAS TAXES	361,800	442,182	80,382
28000	673400	CONTROL A WEED PESTS	21,640	42,500	20,860
28000	539210	APIARY INSPECTION	0	16,000	16,000
TOTAL					212,459

Fleet Management Replacement

DEPARTMENT NAME

REVENUE
INCREASE <DECREASE>

COST CENTER	ACCOUNT	ACCOUNT DESCRIPTION	BUDGET READS	BUDGET SHOULD READ	AMOUNT OF TRANSFER (+/-)
94001	800280	TRANS IN AG COMM	0	74,000	74,000
TOTAL					74,000

**COUNTY
OF
SHASTA**

DEPARTMENT OF PUBLIC WORKS

Pat Minturn, Director

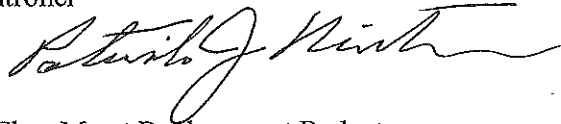
MEMORANDUM

DATE January 29, 2019

FAF 020004

TO Brian Muir, Auditor-Controller

FROM Pat Minturn, Director



SUBJECT Budget Amendment for Fleet Mgmt Replacement Budget

A budget amendment is requested in the Fleet Mgmt Replacement Budget Unit 94001. The purpose of this budget amendment is to increase revenue by \$74,000.

After preparing the budget transfer document, would you please forward it to the CAO's office for approval. It is our intention to present this to the Board of Supervisors for approval on February 5, 2019. Thank you for your assistance in this matter.

PJM/kdc

Attachment

email: Ayla Tucker, CAO Administrative Analyst

County of Shasta

Budget Amendment**Fleet Management Replacement**

DEPARTMENT NAME

APPROPRIATIONS

INCREASE <DECREASE>

COST CENTER	ACCOUNT	ACCOUNT DESCRIPTION	BUDGET READS	BUDGET SHOULD READ	AMOUNT OF TRANSFER (+/-)
					-
					-
					-
					-
TOTAL					-

REVENUE

INCREASE <DECREASE>

COST CENTER	ACCOUNT	ACCOUNT DESCRIPTION	BUDGET READS	BUDGET SHOULD READ	AMOUNT OF TRANSFER (+/-)
94001	800280	TRANS IN AG COMM	0	74,000	74,000
					-
					-
					-
TOTAL					74,000

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

BE IT RESOLVED that effective February 17, 2019, 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>
AG COMMISIONER/SEALER OF WEIGH– Cost Center 280									
<u>ADD</u>									
	Agric & Stds Invest I or	C				PROF	447	3607	4603
	Agric & Stds Invest II or	C	1	1.0		PROF	467	3976	5075
	Agric & Stds Invest III	C				PROF	487	4384	5595
	Agric & Stds Program Assist I or	C				UPEC	381	2589	3304
	Agric & Stds Program Assist II	C	1	1.0		UPEC	391	2718	3469

DULY PASSED AND ADOPTED this 5th day of February, 2019 by the Board of Supervisors of the County of Shasta by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:
RECUSE:

LEONARD MOTY, 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: February 5, 2019

CATEGORY: Consent - Other Departments-18.

SUBJECT:

CSA No. 1-County Fire - Carr Fire Insurance Proceeds

DEPARTMENT: County Service Area No. 1-County Fire

Supervisory District No. : 2

DEPARTMENT CONTACT: Brett Gouvea, Fire Warden, (530) 225-2418

STAFF REPORT APPROVED BY: Brett Gouvea, Fire Warden

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

RECOMMENDATION

Take the following actions regarding insurance recovery proceeds: (1) Accept receipt of insurance recovery proceeds of \$372,085 pursuant to Government Code section 25214.2 for the Keswick Fire Station; (2) deposit unanticipated revenue of \$372,085 into the County Service Area (CSA) No. 1 Fire Protection Admin fund; and (3) approve a budget amendment increasing revenue by \$372,085 in the CSA No. 1 Fire Protection Admin budget.

SUMMARY

Administrative steps are proposed to allocate insurance proceeds for County assets in Keswick.

DISCUSSION

County Fire operated a Fire Hall in Keswick. That structure was destroyed in the Carr Fire. It is recommended that the Board recognize the insurance proceeds and allocate them to County Fire (\$372,085). The resulting revenue may be used to make improvements to other County Fire facilities nearby.

The County is presently soliciting bids to abate the Fire Hall site. The County's insurance policy will pay for the cleanup.

ALTERNATIVES

The Board may allocate insurance proceeds at its discretion.

OTHER AGENCY INVOLVEMENT

County Counsel supports this recommendation. The recommendation has been reviewed by the County Administrative Office.

FINANCING

County Fire may use revenues to improve nearby facilities to provide fire protection in Keswick. There is additional no General Fund impact.

ATTACHMENTS:

Description	Upload Date	Description
CSA No. 1-County Fire Budget Amendment	1/25/2019	CSA No. 1-County Fire Budget Amendment

SHASTA COUNTY FIRE DEPARTMENT

Memorandum

To: Brian Muir
Auditor-Controller

Date: January 24, 2019

From: Bret Gouvea
Shasta County Fire Warden



Subject: Budget Amendment

CSA #1, County Fire would like to request a budget amendment to recognize additional unanticipated revenue for Fiscal Year 2018-2019. The Keswick Volunteer Fire Station was destroyed during the Carr Fire in July 2018. Shasta County has received a partial insurance settlement for the loss. CSA #1, County Fire would like to recognize the insurance settlement as unanticipated revenue.

CSA #1, County Fire requests the following budget amendment:

799600 – Insurance Loss and Refunds – Increase revenue \$372,085.

If you have any questions, please feel free to contact Julia Hayen at 225-2516.

Attachment

cc: Ayla Tucker, Administrative Analyst
Ken Cristobal, Public Works Deputy Director - Administration

CSA #1-County Fire
 Department Name

Appropriations

Increase <Decrease>

Fund/Budget Unit Number	Account Number/ Description	Budget Reads	Budget Should Read	Amount of Transfer (+/-)
Total				0

Revenue

Increase <Decrease>

Fund/Budget Unit Number	Account Number/ Description	Budget Reads	Budget Should Read	Amount of Transfer (+/-)
00391	799600/ INS LOSS & REFUNDS	36,850	408,935	372,085
Total				372,085

REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS

BOARD MEETING DATE: February 5, 2019

CATEGORY: Scheduled Hearings - Resource Management-4.

SUBJECT:

Zone Amendment 18-001 (Raymond and Jeanette Axner) – Palo Cedro

DEPARTMENT: Planning Division

Supervisory District No. : 3

DEPARTMENT CONTACT: Paul A. Hellman, Director of Resource Management (530) 225-5789

STAFF REPORT APPROVED BY: Paul A. Hellman, Director of Resource Management

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

RECOMMENDATION

Take the following actions regarding Zone Amendment 18-001, Axner (Palo Cedro), which would rezone a 1.57-acre parcel, located on the south side of Old Forty-Four Drive at the intersection of Hollywood Drive from the Community Commercial (C-2) zone district to the Planned Development (PD) zone district: (1) Conduct a public hearing; (2) close the public hearing; (3) find the project not subject to and exempt from the California Environmental Quality Act (CEQA) in accordance with the provisions of Government Code sections 15060(c)(2) and 15061(b)(3); and (4) introduce, waive the reading of, and enact an Ordinance Amending Number 378, the Zoning Ordinance of the County of Shasta, a Portion of the Zoning Plan (Zone Amendment 18-001-Axner).

SUMMARY

The project would rezone a 1.57-acre partially developed commercial property from Community Commercial (C-2) to Planned Development (PD) to allow more flexibility with land uses.

DISCUSSION

The rezoning would allow for more flexibility with land uses on the property. On January 10, 2019, the Planning Commission recommended that the Board of Supervisors approve the proposed Zone Amendment.

General Plan & Zoning – The property is in the Commercial (C) General Plan land use designation and the Community Commercial (C-2) zone district. The proposed zone amendment to Planned Development (PD) would be consistent with the Commercial (C) General Plan designation as the existing and proposed uses are commercial.

Access & Services – The project has two existing encroachments to Old Forty-Four Drive which provide access to the existing restaurant, retail shops, and vacant portion of the parcel. The Bella Vista Water District has provided a “Will Serve

Letter” to the project applicant for future development provided that the requirements of the district are met. Sewage disposal service for the project site is provided by County Service Area #8. Fire protection is provided by the Shasta County Fire Department.

Project Analysis – The purpose of the Planned Development (PD) zone district is to provide for developments that, because of a mix of building types, land uses, and/or design standards do not fit within the parameters of standard zone districts. The PD district allows for a combination of permitted uses from the Office Commercial (C-O), Community Commercial (C-2), and Commercial Light-Industrial (C-M) districts to be conducted inside buildings. The project site is currently developed with a 4,480-square-foot restaurant and 3,490-square-foot retail/service building. The expanded commercial uses allow for greater flexibility to attract retail businesses as well as to establish a 72-unit, 11,400-square-foot mini-storage facility on the undeveloped portion of the project site. The standards of the PD district will facilitate a commercial complex regulating style, character and scale of the associated buildings on the project site.

Copies of the Planning Commission staff report, resolution, and minutes are attached for reference.

ALTERNATIVES

The following alternatives are available: (1) Deny the rezoning request; (2) Provide direction to modify the proposal; or (3) Continue review of the application for additional information.

OTHER AGENCY INVOLVEMENT

This application was reviewed by the referral agencies that review all new development applications. Comments made by those agencies have been incorporated in the project. This recommendation has been reviewed by the County Administrative Office and County Counsel.

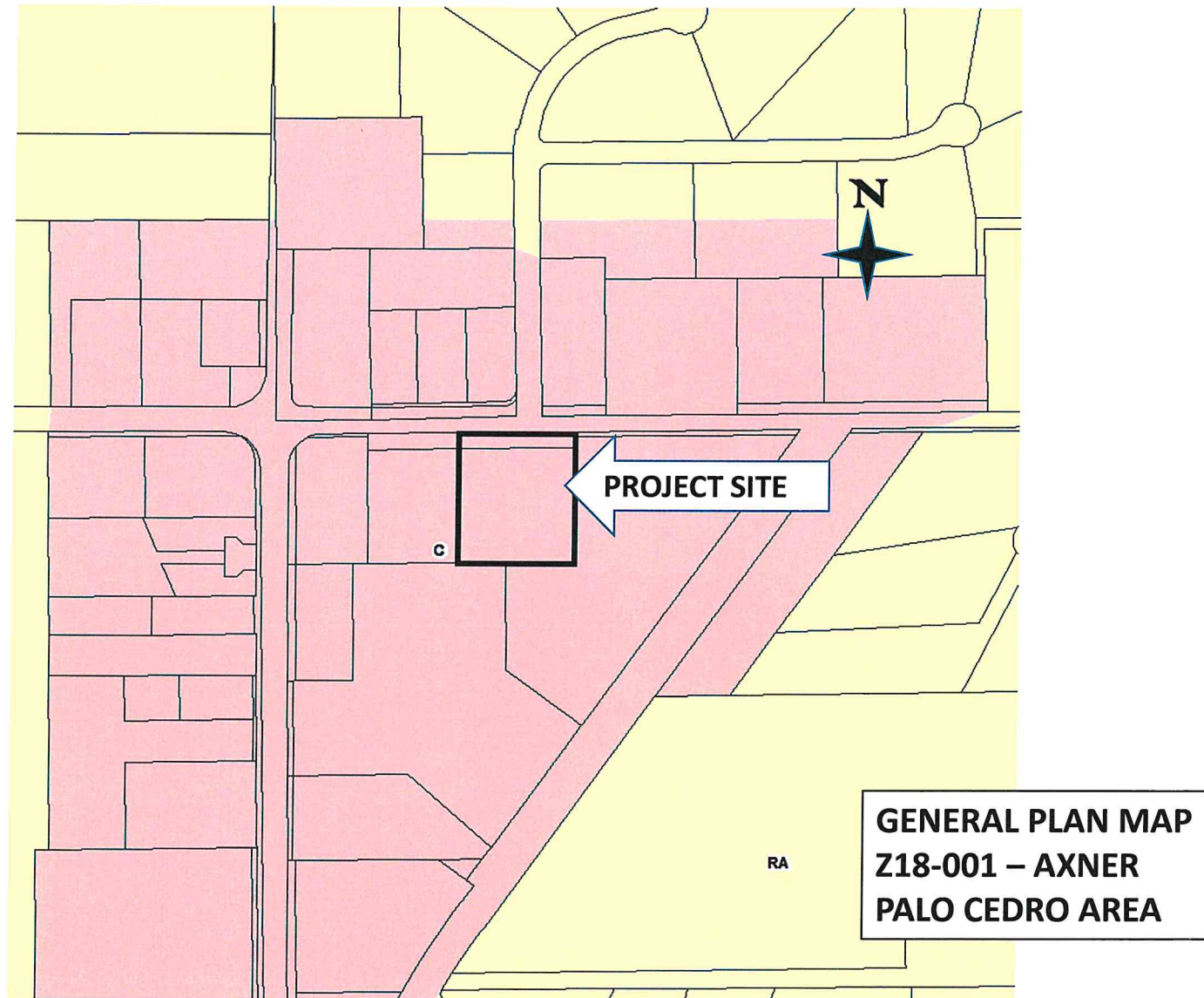
FINANCING

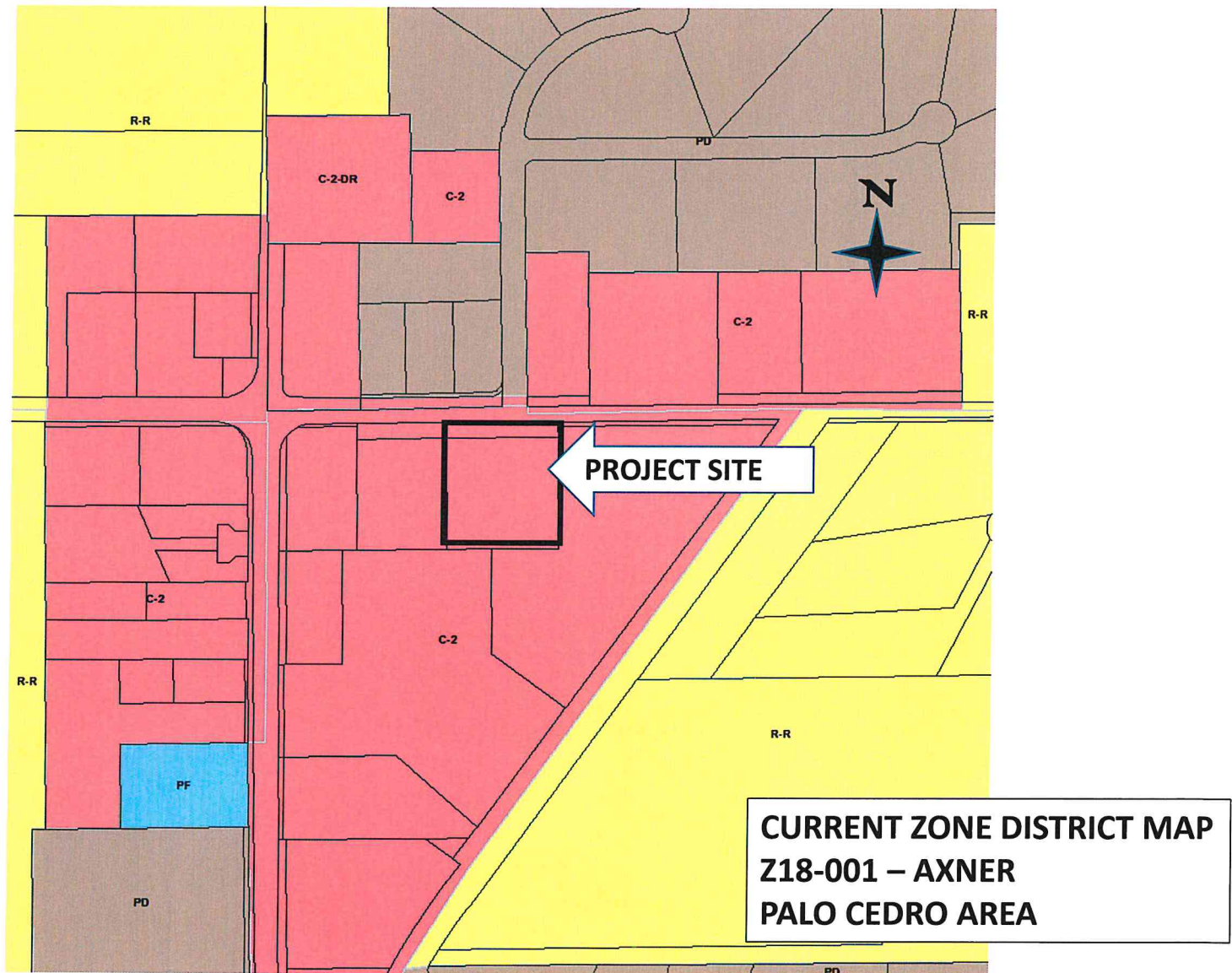
If approved, the project may result in increased tax revenues, but may also result in additional demands for service.

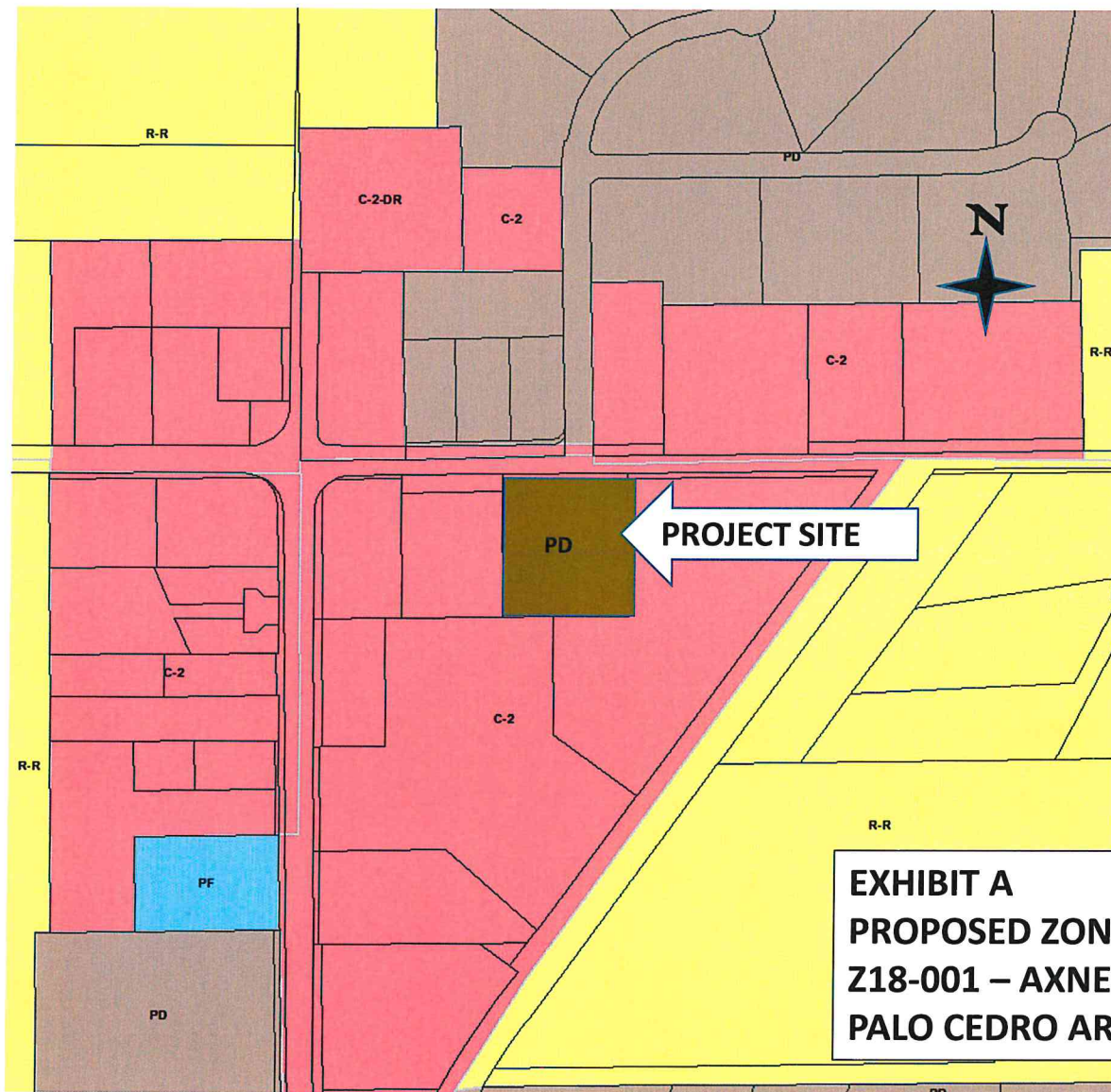
ATTACHMENTS:

Description	Upload Date	Description
Project Location Maps	1/25/2019	Project Location Maps
Project Site Plan	1/25/2019	Project Site Plan
Planning Commission Staff Report of January 10, 2019	1/25/2019	Planning Commission Staff Report of January 10, 2019
Planning Commission Resolution 2019-003	1/25/2019	Planning Commission Resolution 2019-003
Planning Commission Draft Minutes of January 10, 2019	1/25/2019	Planning Commission Draft Minutes of January 10, 2019
Ordinance for Zone Amendment 18-001	1/31/2019	Ordinance for Zone Amendment 18-001









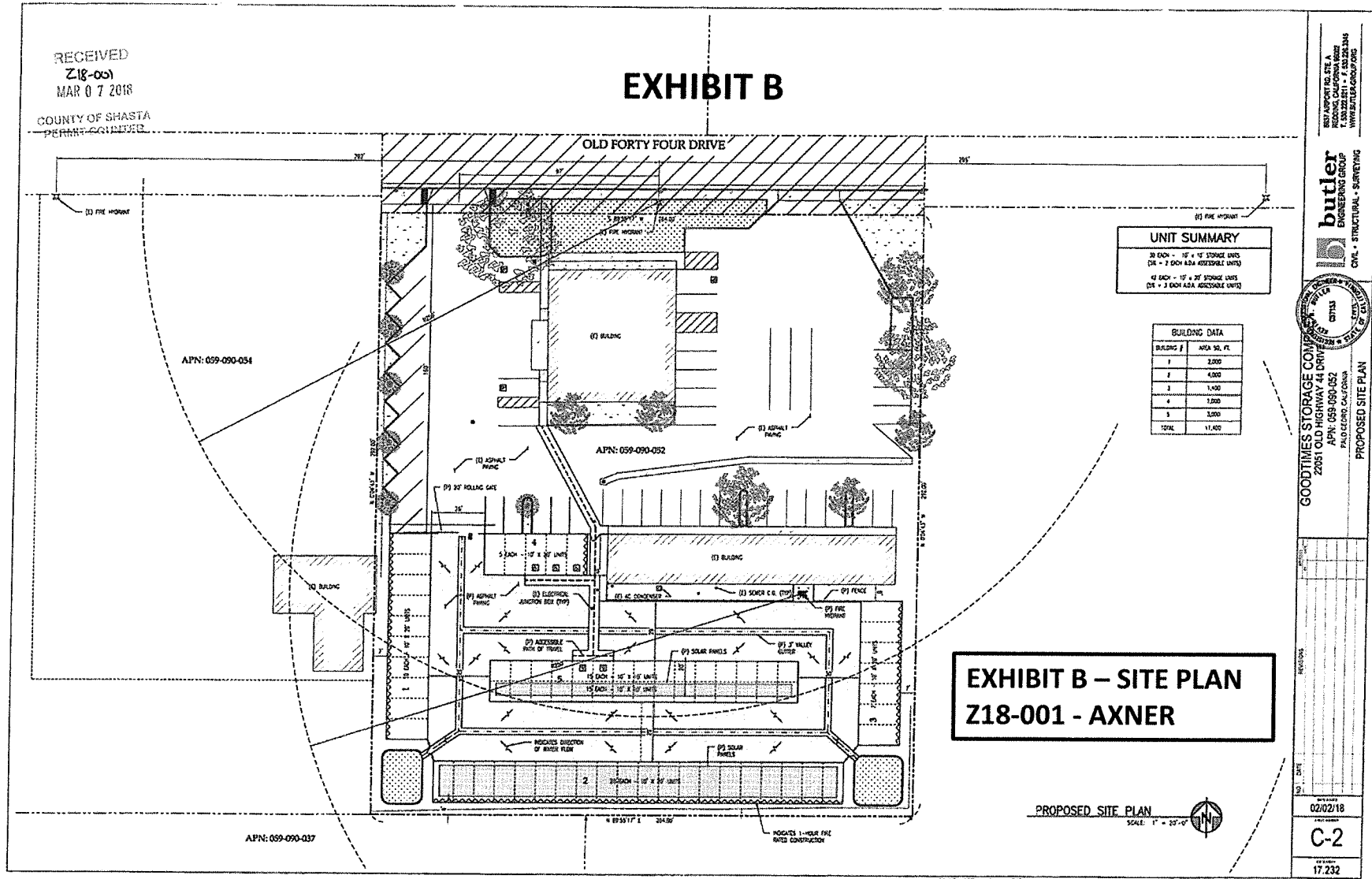


**PROJECT AERIAL
Z18-001 – AXNER
PALO CEDRO AREA**

RECEIVED
Z18-001
MAR 07 2018

COUNTY OF SHASTA
PERMIT CONSIDER

EXHIBIT B



REPORT TO THE SHASTA COUNTY PLANNING COMMISSION

<u>PROJECT IDENTIFICATION:</u>	<u>REGULAR AGENDA</u>	MEETING DATE	AGENDA ITEM #
ZONE AMENDMENT 18-001 (RAYMOND & JEANETTE AXNER) PALO CEDRO AREA		01/10/19	R4

RECOMMENDATION: That the Planning Commission:

1. Conduct a public hearing.
2. Close the public hearing.
3. Adopt Resolution 2019-002 recommending that the Board of Supervisors: a) find that Zone Amendment Z18-001 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); and b) introduce, waive the reading of and enact an ordinance amending the Shasta County Code Title 17 Zoning, identified as Zone Amendment 18-001.

PROJECT SUMMARY: The project is located in the Palo Cedro area on the south side of Old Forty-Four Drive at the intersection of Old Forty-Four Drive and Hollywood Drive at 22049 Old Forty-Four Drive (APN: 059-090-052). Raymond and Jeanette Axner have requested to rezone a 1.57-acre partially developed commercial property from Community Commercial (C-2) to Planned Development (PD). The applicant is proposing a 72-unit, 11,400-square-foot mini storage facility on the undeveloped rear portion of the project site. Staff Planner: Lisa Lozier / District 3 / Proposed CEQA Determination: Exempt.

BACKGROUND AND DISCUSSION: General Plan & Zoning - The property is in the Commercial (C) General Plan land use designation and the Community Commercial (C-2) zone district. The proposed zone amendment to Planned Development (PD) would be consistent with the Commercial (C) General Plan designation as the existing and proposed uses are commercial.

Access & Services – The project site has two existing encroachments to Old Forty-Four Drive which provide access to the existing restaurant, retail shops, and vacant portion of the parcel. The proposed zone district would include any changes to the access of the project site. Bella Vista Water District has provided a “Will Serve Letter” to the project applicant stating that water service will be available for future development provided the requirements of the district are met. Sewage disposal service for the project site is provided by County Service Area #8. Fire protection for the project site is provided by the Shasta County Fire Department.

Project Analysis - The purpose of the Planned Development (PD) zone district is to provide for developments that, because of a mix of building types, land uses, or design standards do not fit within the parameter of standard zone districts. The PD district as proposed allows for a combination of permitted uses from the Office Commercial (C-O), Community Commercial (C-2), and Commercial Light Industrial (C-M) districts to be conducted inside. The project site is developed with a 4,480-square-foot restaurant and 3,490-square-foot retail/service building. No outdoor storage will be permitted. The expanded commercial uses allow for greater flexibility to attract retail and service related business to the existing structures as well as establish a 72-unit 11,400-square-foot mini-storage facility on the undeveloped portion of the project site. The regulations and standards of the PD district are intended to facilitate the development of a commercial complex which will regulate the style, character, and scale of the associated buildings and uses on the project site as well as regulate landscape, signage and lighting.

Environmental Determination - This project has been determined not to be 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

Zone Amendment 18-001 (Axner)

01/10/19

Page 2

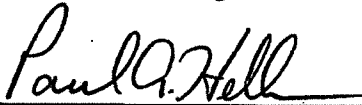
effect on the environment) and that Z18-001 is exempt from CEQA in accordance with CEQA Guidelines section 15061(b)(3) (there is no possibility the adoption of the resolution and ordinance may have a significant effect on the environment).

ISSUES: No unusual issues have been identified with respect to this project. To date, no public comments have been received.

ALTERNATIVES: The following alternatives are available:

1. Recommend a modification of the zone district boundaries or recommend placement of the property within a different zone district.
2. Continue the public hearing to request additional information.
3. Deny the Zone Amendment. The Commission would need to make findings that the Zone Amendment is inconsistent with the General Plan or surrounding uses.

CONCLUSION: Based on the information supplied by the applicant, data available to Planning staff, and the recommended development conditions, staff is of the opinion that the project is consistent with the General Plan policies and zoning standards for the area.



PAUL A. HELLMAN

Director of Resource Management

Staff Author: Lisa Lozier, Senior Planner

LL/jcp/District 3

Copies: (E) Butler Engineering, 9512 Crossroads Drive, Redding, CA 96003
(E) Raymond and Jeanette Axner, 5249 Old Oregon Trail, Redding, CA 96002
Project File

Attach: 1. Draft Zoning Ordinance
2. Draft Resolution 2019-002
3. Vicinity Map
4. General Plan Map
5. Current Zone District Map
6. Proposed Zone District Map (Exhibit "A")
7. Site Plan (Exhibit "B")
8. Project Aerial

RESOLUTION NO. 2019-002

**A RESOLUTION OF THE SHASTA COUNTY PLANNING COMMISSION
RECOMMENDING TO THE SHASTA COUNTY BOARD OF SUPERVISORS
APPROVAL OF ZONE AMENDMENT 18-001-AXNER**

WHEREAS, the Planning Commission of the County of Shasta has considered an amendment to the Zoning Plan initiated by, and in accordance with, the Shasta County Code, Title 17, Zoning; and

WHEREAS, said amendment was referred to various affected public and private agencies, County departments, and referral agencies for review and comment; and

WHEREAS, a public hearing was held on January 10, 2019; and

WHEREAS, the Shasta County Planning Commission has considered public comments and a report from the Planning Division.

NOW, THEREFORE BE IT RESOLVED, that the Shasta County Planning Commission:

1. Recommends that the Shasta County Board of Supervisors find Zone Amendment Z18-001 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 resolution and ordinance will not result in direct or indirect changes to the environment or in a significant effect on the environment) and that Z18-001 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).
2. Recommends that the Shasta County Board of Supervisors makes the following findings:
 - A. That the proposed zoning allows for uses consistent with the General Plan for this area; and
 - B. The zoning is compatible with the existing land uses in the area.
3. Recommends that the Shasta County Board of Supervisors introduce, waive the reading of, and adopt an amendment of the Zoning Plan of the County of Shasta, identified as Zone Amendment 18-001, to rezone Assessor's Parcel Number 059-090-052 from the Community Commercial (C-2) zone district to the Planned Development (PD) zone district.

DULY PASSED AND ADOPTED this 10th day of January, 2019 by the following vote:

AYES: CHAPIN, KERNS, MACLEAN, RAMSEY, WALLNER

NOES:

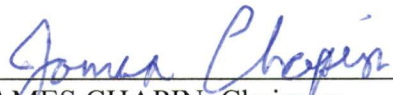
ABSENT:

ABSTAIN:

RECUSE:

Resolution No. 2019-002

Page 2



JAMES CHAPIN, 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: January 10, 2019
Time: 2:00 p.m.
Place: Shasta County Administration Center
Board of Supervisors' Chambers

Flag Salute

ROLL CALL

Commissioners

Present:	Jim Chapin	District 1
	Steven Kerns	District 3
	Tim MacLean	District 2
	Roy Ramsey	District 4
	Patrick Wallner	District 5

Staff Present: Paul Hellman, Director of Resource Management
Kim Hunter, Planning Division Manager
James Ross, Assistant County Counsel
Lio Salazar, Senior Planner
Lisa Lozier, Senior Planner
Luis Topete, Associate Planner
Ken Henderson, Senior Environmental Health Specialist
Jimmy Zanotelli, Shasta County Fire Marshal
Charleen Beard, Supervising Engineer
Tracie Huff, Administrative Secretary I/Recording Secretary

Note: All unanimous actions reflect a 5-0 vote.

PUBLIC COMMENT PERIOD - OPEN TIME: No Speakers.

R1: PRESENTATION:
Director of Resource Management Paul Hellman presented a certificate of appreciation to Commissioner MacLean for his exceptional service as Chairman in 2018.

R2: APPROVAL OF MINUTES:
By motion made, seconded (MacLean/Kerns) and carried unanimously, the Planning Commission approved the Minutes of December 13, 2018, as submitted.

PLANNING COMMISSION MEETING MINUTES

January 10, 2019

1 of 4
Page 286 of 292

CONFLICT OF INTEREST DECLARATIONS: Commissioner Kerns and Commissioner Chapin declared a conflict of interest on item R5, both citing affiliations with consulting firms that performed work on the project.

PUBLIC HEARINGS:

Ex-parte Communications Disclosures: None.

R3: **Parcel Map 16-007 (The McDonald Living Trust):** The applicant has requested to subdivide a 10-acre property into two lots of 2.09 acres and 7.91 acres in size, each for existing residential improvements and uses. Project Applicant: The McDonald Living Trust; Assessor's Parcel Number: 206-240-016; Project Location: Happy Valley area at the southeast corner of the intersection of Myerock Lane and Olinda Road at 5145 and 5183 Myerock Lane; Supervisor District: 2; Recommended Environmental Determination: Exempt; Planner: Lio Salazar, Senior Planner. Simple Majority Vote.

Senior Planner Lio Salazar presented the staff report. The public hearing was opened and there being no speakers, the public hearing was closed.

By motion made, seconded (MacLean/Wallner) and carried unanimously, the Planning Commission adopted a resolution that: a.) found Parcel Map 16-007 Exempt from (CEQA) under CEQA Guidelines section 15061(b) (3) and Categorically Exempt under CEQA Guidelines sections 15303 and 15304; b.) adopted the recommended findings listed in Resolution 2019-001; and c.) approved Parcel Map 16-007, based on the recommended findings and subject to the conditions of approval listed in Resolution 2019-001.

Ex-parte Communications Disclosures: None.

R4: **Zone Amendment 18-001 (Raymond and Jeanette Axner):** The applicant has requested to rezone a 1.57-acre partially developed commercial property from Community Commercial (C-2) to Planned Development (PD). The applicant is proposing a 72-unit, 11,400-square-foot mini storage facility on the undeveloped rear portion of the project site. Applicant: Raymond and Jeanette Axner; Assessor's Parcel Number: 059-090-052; Project Location: Palo Cedro area, on the south side of Old Forty-Four Drive at the intersection of Old Forty-Four Drive and Hollywood Drive at 22049 Old Forty-Four Drive; Supervisor District: 3; Recommended Environmental Determination: Exempt; Planner: Lisa Lozier, Senior Planner. Simple Majority Vote.

Senior Planner Lisa Lozier presented the staff report. The public hearing was opened and there being no speakers, the public hearing was closed.

By motion made, seconded (Wallner/Kerns) and carried unanimously, the Planning Commission adopted Resolution 2019-002 recommending that the Board of Supervisors: a.) find that Zone Amendment Z18-001 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); and b.) introduce, waive the reading of, and enact an ordinance amending Shasta County Code Title 17, identified as Zone Amendment 18-001.

PLANNING COMMISSION MEETING MINUTES

January 10, 2019

2 of 4
Page 287 of 292

Commissioner Chapin and Commissioner Kerns left the room.

Ex-parte Communications Disclosures: None.

R5: **Use Permit 18-0003 (Fruit Growers Supply Company):** The applicant has requested a use permit to build a 20,000-square-foot grocery store with 92 on-site parking spaces, drive aisles, a loading dock, two driveway entrances, on-site landscaping, and installation of new sidewalk along the frontage. Applicant: Fruit Growers Supply Company; Assessor's Parcel Number: 028-370-024; Project Location: Burney area, on a 2.07-acre parcel, adjacent to and east of State Highway 299E, approximately 0.1 miles northeast of the intersection of State Highway 299E and Commerce Way; Supervisor District: 3; Recommended Environmental Determination: Mitigated Negative Declaration; Planner: Luis Topete, Associate Planner. Simple Majority Vote.

Associate Planner Luis Topete presented the staff report. A memo was distributed to the Commission that contained a letter received on December 28, 2018, raising concerns regarding noise and storm water runoff. Mr. Topete addressed the concerns detailed in the letter.

The public hearing was opened and the project engineer, Duane Miller, offered to answer any questions of the Commission and stated that the recommended conditions of approval were acceptable.

Best Development Group representative, Terry Johnson, spoke to the Commission, and thanked Mr. Topete and Planning staff for working with him. Mr. Johnson expressed agreement with the recommended conditions of approval and acknowledged the comment letters received and stated that he has been working with Caltrans on the proposed driveway locations.

There being no other speakers, the public hearing was closed.

Commissioner Wallner stated that it appeared due diligence had been accomplished and concerns had been addressed to the satisfaction of staff, the Commission, and those in attendance.

By motion made, seconded (Ramsey/Wallner) and carried 3-0, the Planning Commission adopted a resolution that: a.) adopted the California Environmental Quality Act (CEQA) determination of a Mitigated Negative Declaration; b.) adopted the recommended findings listed in Resolution 2019-003; and c.) approved Use Permit 18-0003, based on the recommended findings and subject to the conditions of approval listed in Resolution 2019-003.

NON-HEARING ITEMS: None.

PLANNING DIRECTOR'S REPORT: Director Paul Hellman recognized and welcomed Supervisor Joe Chimenti for his attendance. Mr. Hellman announced to the Commission that the public scoping meeting for the Fountain Wind Project would be held on January 24, 2019, beginning at 6:30 p.m. at Montgomery Creek Elementary School and explained the purpose for the meeting. Mr. Hellman detailed the notification process to property owners within a two-mile radius of the project site in an effort to encourage additional public input for the project and encouraged the Commissioners to share information about the project with members of the public.

PLANNING COMMISSION MEETING MINUTES

January 10, 2019

Page ^{3 of 4} 288 of 292

CONSENT ITEMS: None.

ADJOURNMENT: The Planning Commission adjourned at 2:50 p.m.

Submitted by:

Paul Hellman, Director of Resource Management
Secretary of the Planning Commission

ORDINANCE NO. 378- _____

**AN ORDINANCE AMENDING ORDINANCE NUMBER 378, THE ZONING
ORDINANCE OF THE COUNTY OF SHASTA, A PORTION OF THE ZONING
PLAN (ZONE AMENDMENT 18-001-AXNER)**

WHEREAS, notice of a public hearing before the Board of Supervisors to consider this matter was given in accordance with law; and

WHEREAS, the Board of Supervisors finds that Zone Amendment 18-001 is not subject to the California Environmental Quality Act (CEQA) pursuant to the CEQA Guidelines sections 15060(c)(2) and 15061(b)(3) based on the general rule that CEQA only applies to projects which have the potential for causing a significant impact on the environment; and

WHEREAS, the Board of Supervisors held a public hearing on February 5, 2019, to consider adopting this ordinance.

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

SECTION 1. The following described real property is hereby rezoned from the Community Commercial (C-2) to Planned Development (PD), Assessor's Parcel Number 059-090-052, generally located in the Palo Cedro area, on the south side of Old 44 Drive at Old 44 Drive and Hollywood Drive as designated on Exhibit A. Zone District Map T31N R3W, Section 8.

SECTION 2. The following regulations and standards shall apply to the Planned Development (PD) district:

A. Intent:

1. The regulations and standards of the Planned Development (PD) district are intended to facilitate the development of a commercial complex while addressing concerns regarding land use compatibility, aesthetics, and the prevention of offsite light and glare. It is further intended that development within this district should give consideration to the style, scale and character of associated buildings, landscape and uses. These concerns may be addressed via building design features.

B. Uses Permitted:

1. All those uses permitted outright in the Office Commercial (C-O) zone district (Ordinance Section 17.46.020)
2. All those uses permitted outright in the Commercial- Light Industrial (C-M) zone district. (Ordinance Section 17.52.020 A-C only).
3. All those uses permitted outright in the Community Commercial (C-2) zone district (Ordinance Section 17.44.020)
4. A mini-storage facility is permitted.

- C. Uses permitted if a Zoning Permit is issued:
 - 1. Those uses permitted with a Zoning Permit in the Community Commercial (C-2) zone district (Ordinance Section 17.44.023)
- D. Developmental Standards:
 - 1. All parcels shall meet the development standards of the Community Commercial (C-2) zone district (Ordinance Section 17.44.050) in addition to the following development standards:
 - a. No outdoor storage is allowed on-site including vehicles such as Recreational Vehicles, boats, automobiles, or trucks.
 - b. Design:
 - 1. Structures shall be discouraged from having exposed metal facades, and they shall be covered in a stucco, cement, stone, wood, or similar type materials along the front of the buildings, street facing.
 - 2. Retail facilities shall include a covered porch connecting the store fronts.
 - 3. The buildings within the PD district shall feature a consistent architectural style with existing building designs.
 - 4. Security lighting shall be designed and installed so as not to illuminate the yards of nearby lots. Other outdoor lighting provide on the commercial site shall be designed to maximize security without causing illumination of the adjacent properties. If necessary, barriers shall be constructed between parking areas and adjacent streets to shield headlights from shining onto adjacent street or yard.
 - 5. In cooperation with the utility companies and subject to their approval, all utilities shall be placed underground.
 - c. Signage:
 - 1. Building signage for the development shall have a uniform appearance designated by the developer designing a typical proportionate shape, size, and font for the whole development (monument sign) along with individual building signs. No roof mounted signs shall be permitted.
 - d. Landscaping:
 - 1. All open space areas between the structures and outside of required landscaping areas shall be landscaped with lawn or other similar type ground cover as designated on the attached Exhibit B.

2. Existing Oak Trees shall be retained where feasible. Where infeasible, each Oak Tree removed shall be replaced by at least 2 new trees of the oak variety and purchased in a minimum 20-gallon container.
3. All landscaped areas shall be contained by a concrete curb, sidewalk, or structure.
4. Landscaping shall be designed so that it will not obstruct sight lines necessary for safe vehicular and pedestrian circulation and will not interfere with public utilities.
5. All landscaping shall have permanent irrigation installed prior to final for building construction.

SECTION 3. This ordinance shall be in full force and effect from and after thirty (30) days after its passage. The clerk shall cause this ordinance to be published as required by law.

DULY PASSED AND ADOPTED this 5th day of February, 2019 by the Board of Supervisors of the County of Shasta by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:
RECUSE:

LEONARD MOTY, CHAIRMAN
Board of Supervisors
County of Shasta
State of California

ATTEST:

LAWRENCE G. LEES
Clerk of the Board of Supervisors

By: _____
Deputy