



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, October 15, 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 Paul Schmidt, Liberty Hill Christian Church

Pledge of Allegiance: Supervisor Rickert

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 October 2019 as "Breast Cancer Awareness Month" in Shasta County.

No General Fund Impact

Simple Majority Vote

R 2 Board Matters

Adopt a proclamation which designates October 2019 as "Domestic Violence Awareness Month" in Shasta County.

No General Fund Impact

Simple Majority Vote

PUBLIC COMMENT PERIOD - OPEN TIME

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

CONSENT CALENDAR

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

GENERAL GOVERNMENT

C 1 Administrative Office

Adopt a resolution which authorizes a loan from the County's General Fund to Anderson Cemetery District in the amount of \$35,000 to be repaid from the December 2019 secured property tax apportionment.

No General Fund Impact

4/5 Vote

C 2 Administrative Office

Approve and authorize the Chairman to sign a retroactive renewal agreement with the Economic Development Corporation of Shasta County in an amount not to exceed \$58,773 to provide business expansion, retention, and recruitment services for the period July 1, 2019 through June 30, 2020.

No Additional General Fund Impact Simple Majority Vote

C 3 Clerk of the Board

Approve the minutes of the meeting held on October 1, 2019, as submitted.

No General Fund Impact Simple Majority Vote

C 4 Clerk of the Board

Take the following actions regarding the Fall River Resource Conservation District Board of Directors: (1) Determine that Daniel Klatt has a demonstrated interest in soil and water conservation; and (2) appoint Daniel Klatt for the remainder of an unexpired term to November 25, 2022.

No General Fund Impact Simple Majority Vote

C 5 Clerk of the Board

Appoint Lorrie Ingram to the Pine Grove Cemetery District Board of Trustees to serve a four-year term to expire January 1, 2024.

No General Fund Impact Simple Majority Vote

HEALTH AND HUMAN SERVICES

C 6 Health and Human Services Agency-Regional Services

Take the following actions regarding federal Home and Community Based Services (HCBS): (1) Approve and authorize the Chairman to sign a retroactive revenue renewal agreement, No. PS-2351, with Far Northern Regional Center in an amount not to exceed \$184,654 to enable the Health and Human Services Agency-Regional Services Branch, Opportunity Center (OC) to continue to provide services in the community to become compliant with new HCBS regulations for the period July 1, 2019 through June 30, 2020; (2) approve a budget amendment increasing appropriations by \$7,348 and revenue by \$184,654 in the OC budget; (3) approve the transfer of one used vehicle valued at \$1,848 from the Department of Child Support Services (DCSS) to the OC; and (4) approve a budget amendment increasing revenue by \$1,848 in the DCSS budget.

No General Fund Impact 4/5 Vote

C 7 Housing and Community Action Programs

Approve and authorize the Chairman to sign an amendment, effective date of signing, to the agreement with WellSky Corporation to provide the Homeless Management Information System (HMIS) which eliminates unused software modules, adds proration compensation language, updates the Consultant's contact

information, replaces or modifies attachments, reduces maximum compensation from \$277,425 to \$147,788, and reduces the term of the agreement from October 31, 2018 through October 31, 2019, with two automatic one-year renewals to October 31, 2018 through June 30, 2020, with one automatic one-year renewal.

No Additional General Fund Impact

Simple Majority Vote

C 8 Housing and Community Action Programs

Approve and authorize the Chairman to sign two retroactive amendments, effective July 1, 2019, for Homeless Emergency Aid Program (HEAP) subrecipient agreements, retaining the term July 1, 2019 through June 30, 2021, with: (1) Plumas Crisis Intervention and Resource Center in Plumas County in an amount not to exceed \$196,836.29 changing the funding category from Services: Other than Homeless Youth Set-Aside to eligible activities Capital Improvements in the amount of \$28,395.72 and Rental Assistance or Subsidies in the amount of \$168,440.57; and (2) Plumas Crisis Intervention and Resource Center in Sierra County in an amount not to exceed \$39,270.84 changing the funding category from Services: Other than Homeless Youth Set-Aside to eligible activity Capital Improvements.

No Additional General Fund Impact

Simple Majority Vote

C 9 Housing and Community Action Programs

Approve and authorize the Chairman to sign a retroactive agreement for Homeless Emergency Aid Program (HEAP) funding with Siskiyou Community Resource Collaborative in an amount not to exceed \$43,857.51 to provide Services: Other than Homeless Youth Set-Aside and Rental Assistance or Subsidies for the period July 1, 2019 through June 30, 2021.

No Additional General Fund Impact

Simple Majority Vote

PUBLIC WORKS

C 10 Public Works

Support Services-Purchasing

Approve and authorize: (1) The Support Services Department-Purchasing Unit (County Purchasing) to establish a vehicle price list for the remainder of the Fiscal Year (FY) 2019-20 based on the lowest responsive bids; (2) County Purchasing to award Request for Bid (RFB) No. 20-12 for the purchase of Fleet Vehicles to: (a) Lithia Toyota for 2020 Toyota Corolla compact sedan; and (b) Crown Motors for 2020 Ford Ranger mid-size extended cab trucks and 2020 Dodge Charger Pursuit V6; and (3) Fleet Management to purchase these vehicles for County Departments for the remainder of FY 2019-20.

No Additional General Fund Impact

Simple Majority Vote

C 11 Public Works

Approve and authorize the Chairman to sign an agreement with Bullert Enterprises, Inc. dba Big Time Pest Control in an amount not to exceed \$150,000 to provide

pest control services at County facilities for a three-year term effective date of signing.

No Additional General Fund Impact

Simple Majority Vote

C 12 Public Works

County Service Area No. 6-Jones Valley Water

On behalf of County Service Area (CSA) No. 6-Jones Valley Water, adopt a resolution which staggers the terms of members of the Community Advisory Board (CAB) for CSA No. 6-Jones Valley Water and announces the Board's intent to appoint those four property owners that receive the most votes in the December 2019 election to two-year terms and the next two property owners to one-year terms to conform to Board Resolution 84-6.

General Fund Impact

Simple Majority Vote

C 13 Public Works

Take the following actions regarding the "Deschutes Road Widening Phase II Project," Contract No. 702981: (1) Find the project categorically exempt in conformance with the California Environmental Quality Act (CEQA) Guidelines Section 15302, Class 2-Replacement and Reconstruction of Existing Structures and Facilities; (2) approve and authorize the Chairman to sign right-of-way contracts with: (a) Leonard I. Gallmeister and Betty J. Gallmeister for right-of-way (0.38 acres at \$12,600) plus a Federal Highway Administration (FHWA) signing incentive of \$1,500; (b) Robert M. Gertsch and Sharon Sue Gertsch for right-of-way (0.10 acres at \$3,300) plus a FHWA signing incentive of \$1,500; (c) Brett Lyle Nichols and Melanie Lynn Ross-Nichols for right-of-way (0.11 acres at \$3,700) plus a FHWA signing incentive of \$1,500; (d) Stratton Family Limited Partnership for right-of-way (0.18 acres at \$2,800) plus a FHWA signing incentive of \$1,500; and (e) Gary Robert Tavis and Jill Alison Tavis for right-of-way (0.12 acres at \$2,200) plus a FHWA signing incentive of \$1,500; and (3) accept five Easement Deeds conveying the right-of-way parcels.

No General Fund Impact

Simple Majority Vote

C 14 Public Works

Approve and authorize the Chairman to sign an amendment, effective date of signing, to the contract with Design Time & Tile, Inc. for the removal, supply and installation of flooring and cove base materials, which increases compensation by \$100,000 for a new maximum compensation of \$150,000, retaining the term of July 12, 2019 through July 11, 2020.

No Additional General Fund Impact

Simple Majority Vote

C 15 Public Works

For the "Fall River Mills Airport, O89 Airfield and Airport Way Pavement Rehabilitation Project," Contract No. 610514, adopt a resolution which: (1) Authorizes filing an application for a state Airport Improvement Program (AIP)

Matching grant for this project; (2) authorizes acceptance of the allocation of state AIP Matching funds for this project; (3) authorizes the Public Works Director to execute an AIP Matching Grant Agreement for this project, provided it has been reviewed and approved as to form by Risk Management and County Counsel; and (4) authorizes the Public Works Director to sign any documents required to apply for and accept these subject funds on behalf of County.

No General Fund Impact

Simple Majority Vote

C 16 Public Works

Take the following actions: (1) Award the purchase of six pickup trucks with plows and accessories to Crown Motors of Redding, California for a total price of \$332,471.55 (including tax and delivery); (2) approve and authorize the purchase of the six pickup trucks with plows and accessories; and (3) waive the requirement for competitive procurement.

No General Fund Impact

Simple Majority Vote

C 17 Public Works

Approve and authorize the Chairman to sign a retroactive amendment, effective August 6, 2019, to the contract with Thyssenkrupp Elevator Corporation to provide monthly maintenance services and repairs of the Jail elevators which increases compensation by \$55,000 for a new maximum compensation not to exceed \$100,000, retaining the term of December 1, 2018 through November 30, 2019 with one automatic one-year renewal.

No Additional General Fund Impact

Simple Majority Vote

C 18 Public Works

Approve and authorize the Chairman to sign an amendment, effective date of signing, to the agreement with World Telecom & Surveillance, Inc. for the purchase and installation of access control systems, field devices, and other associated services and materials, which increases compensation by \$75,000 for a new maximum compensation not to exceed \$150,000, retaining the term of July 20, 2018 through July 19, 2019, with one automatic one-year renewal.

No Additional General Fund Impact

Simple Majority Vote

REGULAR CALENDAR, CONTINUED

GENERAL GOVERNMENT

R 3 Administrative Office

(1) Receive a legislative update and consider action on specific legislation related to Shasta County's legislative platform; (2) approve and authorize the Chairman to sign a letter to California Treasurer Fiona Ma in support of State funding for the Williamson Act; and (3) receive Supervisors' reports on countywide issues.

No General Fund Impact

Simple Majority Vote

R 4 Administrative Office

Receive an update from Undersheriff Eric Magrini regarding Medically Assisted Treatment (MAT) at the Shasta County Jail.

No Additional General Fund Impact No Vote

R 5 Administrative Office

Take the following actions: (1) Provide direction to staff to prepare a ballot argument, for the Board of Supervisors' consideration, supporting the Shasta County Public Safety Transactions and Use Tax Ordinance and, if an opposing ballot argument is submitted, to prepare a rebuttal argument for the Board of Supervisors' consideration; and (2) select a member of the Board of Supervisors to assist in the preparation of the ballot arguments.

No Additional General Fund Impact Simple Majority Vote

HEALTH AND HUMAN SERVICES

R 6 Presentation

Take the following actions: (1) Receive a presentation from Health and Human Services Agency – Public Health Interim Branch Director Brandy Isola and Health Officer Dr. Karen Ramstrom regarding the impact of vaping on youth in Shasta County; and (2) provide direction to staff.

No Additional General Fund Impact Simple Majority Vote

PUBLIC WORKS

R 7 Public Works

County Service Area No. 6-Jones Valley Water

On behalf of County Service Area (CSA) No. 6-Jones Valley Water, adopt a resolution which recognizes that: (1) Repairs to Pump #2 have been successfully completed; and (2) the circumstances and factors that led to the October 1, 2019 findings that emergency conditions exist due to needed repair or replacement of Pump #2 no longer exist and that the emergency is hereby terminated.

No Additional General Fund Impact 4/5 Vote

CLOSED SESSION ANNOUNCEMENT

R 8 The Board of Supervisors will recess to a Closed Session to discuss the following item (est. 1 hour 35 minutes):

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

Names of Cases:

Everett Jewett, et al. v. County of Shasta

Global Discoveries LTD. v. County of Shasta, et al.

First Tennessee Bank v. County of Shasta Board of Supervisors, et al.

CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION

(Government Code section 54956.9, subdivision (d), paragraph (4)):

Initiation of Litigation: One potential case

PUBLIC EMPLOYEE APPOINTMENT

(Government Code section 54957):

Title: County Executive Officer

CONFERENCE WITH LABOR NEGOTIATOR

(Government Code section 54957.6):

Agency Negotiators: County Counsel Rubin Cruse, Jr.

Unrepresented Employee: County Executive Officer

CONFERENCE WITH LABOR NEGOTIATORS

(Government Code section 54957.6):

Agency Negotiators:

County Executive Officer Larry Lees

Personnel Director Angela Davis

Chief Labor Negotiator Gage Dungy, Liebert, Cassidy and Whitmore

Employee Organization:

Shasta County Management Council Mid-Management Bargaining Unit

General Teamsters Local 137

United Public Employees of California, Local 792 - General Unit

At the conclusion of the Closed Session, reportable action, if any, will be reported in Open Session.

RECESS

REPORT OF CLOSED SESSION ACTIONS

ADJOURN

REMINDERS

Date:	Time:	Event:	Location:
10/22/2019	9:00 a.m.	Board of Supervisors Meeting	Board Chambers
10/29/2019		<i>No Board of Supervisors Meeting Scheduled</i>	
11/5/2019	8:30 a.m.	Air Pollution Control Board Meeting	Board Chambers
11/5/2019	9:00 a.m.	Board of Supervisors Meeting	Board Chambers
11/12/2019		<i>No Board of Supervisors Meeting Scheduled</i>	

11/14/2019	2:00 p.m.	Planning Commission Meeting	Board Chambers
11/19/2019	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: October 15, 2019

CATEGORY: BOARD MATTERS-1.

SUBJECT:

N/A

DEPARTMENT: Board Matters

Supervisory District No. : All

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

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

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

RECOMMENDATION

Adopt a proclamation which designates October 2019 as "Breast Cancer Awareness Month" in Shasta County.

SUMMARY

N/A

DISCUSSION

N/A

ALTERNATIVES

N/A

OTHER AGENCY INVOLVEMENT

N/A

FISCAL IMPACT

N/A

ATTACHMENTS:

Description

Upload Date

Description

Proclamation

10/10/2019

Proclamation

Shasta County Board of Supervisors Proclamation

Breast Cancer Awareness Month October 2019

WHEREAS, breast cancer affects every community in California as the most commonly diagnosed cancer in women, striking one in eight; and

WHEREAS, patient awareness and early detection through breast cancer screening improves the chances for cure and survival by 98 percent; and

WHEREAS, the statewide estimate for newly diagnosed breast cancer cases is 23,035, of which 150 will occur in Shasta County; and

WHEREAS, three types of breast examinations are proven to be effective in early detection: routine mammography (the single most effective method), yearly clinical breast exams, and monthly breast self-examinations; and

WHEREAS, 2019 marks the 22nd anniversary of the Nor-Cal Think Pink Project to raise awareness about breast cancer and observe “Breast Cancer Awareness Month” and “Think Pink Day,” which provides an opportunity for women to become aware that they are at risk and to participate in breast cancer screening; and

WHEREAS, since its inaugural year in 1996, the “Think Pink” campaign has significantly grown, with 44 Northern California communities participating in the counties of Trinity, Siskiyou, Modoc, Tehama, Plumas, and Shasta; and 40,000 breast cancer information bags will be handed out in these communities.

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of the County of Shasta hereby proclaims the month of October 2019 as **Breast Cancer Awareness Month** in Shasta County and urges all Shasta County women over 40 or at high risk to make a commitment to obtain screening for breast cancer.

Leonard Floty, Chairman

October 15, 2019

Date

REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS

BOARD MEETING DATE: October 15, 2019

CATEGORY: BOARD MATTERS-2.

SUBJECT:

Domestic Violence Awareness Month Proclamation

DEPARTMENT: Board Matters

Supervisory District No. : ALL

DEPARTMENT CONTACT: Stephanie Bridgett, District Attorney (530) 245-6300

STAFF REPORT APPROVED BY: Stephanie Bridgett, District Attorney

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

RECOMMENDATION

Adopt a proclamation which designates October 2019 as "Domestic Violence Awareness Month" in Shasta County.

SUMMARY

N/A

DISCUSSION

The proposed proclamation will be presented to the Shasta County District Attorney's Office and One Safe Place and will designate October 2019 as "Domestic Violence Awareness Month" in Shasta County. The proclamation is one of the activities sponsored by both agencies to highlight the needs and rights of victims of domestic violence.

Every October, Domestic Violence Awareness Month brings an opportunity to focus awareness on victims of this crime and its prevention. Proclamation adoption by the Board shows its support in recognizing domestic violence as a major public safety issue and supporting the need for prevention and awareness efforts in Shasta County.

ALTERNATIVES

The alternative is not approving the proclamation in which case, the proclamation would not be included in the activities of Domestic Violence Awareness Month.

OTHER AGENCY INVOLVEMENT

One SAFE Place partnered with the District Attorney's Office in support of this proclamation. The Recommendation has been reviewed by the County Administrative Office.

FISCAL IMPACT

There is no fiscal impact associated with the adoption of this proclamation.

ATTACHMENTS:

Description

DA Proclamation

Upload Date

10/7/2019

Description

DA Proclamation

Shasta County Board of Supervisors Proclamation

Domestic Violence Awareness Month October 2019

WHEREAS, the crime of domestic violence violates an individual's privacy, dignity, security, and humanity, due to systematic use of physical, emotional, sexual, and economic control and/or abuse; and

WHEREAS, domestic violence not only affects those who are abused, but also has a substantial effect on family members, friends, co-workers, and the community at large. Children who grow up witnessing domestic violence are among those most seriously affected by this crime. Frequent exposure to violence in the home not only predisposes children to numerous social and physical problems, but also teaches them that violence is a normal way of life, therefore increasing their risk of becoming society's next generation of victims and abusers; and

WHEREAS, although we have made substantial progress in reducing domestic violence, one in four women and one in seven men still suffer serious physical violence at the hands of an intimate partner at least once during their lifetimes. Every day, three women and one man lose their lives in the United States as a result of domestic violence. Many victims live in daily, silent fear within their own homes each year; and

WHEREAS, the impact of domestic violence is wide-ranging, directly effecting individuals and society as a whole throughout the United States and the world, cutting across all economic, racial, gender, and societal barriers; and the citizens of Shasta County have consistently identified domestic violence as a major community health problem; and

WHEREAS, the coordinated community efforts of individuals and organizations in Shasta County have come together to provide hope and assistance for all members of families torn apart by the heinous crime of domestic violence, as well as prevention education for everyone in our community;

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of the County of Shasta hereby proclaims the month of October 2019 as **Domestic Violence Awareness Month** in Shasta County, in recognition of the important work done by domestic violence programs and encourages all citizens to speak out against domestic violence, actively participating in and supporting the local efforts of One SAFE Place and the Shasta County District Attorney's Office to provide critical advocacy and assistance for victims of domestic violence, and to work toward the prevention, and ultimately the elimination, of domestic violence.

Leonard Moty, Chairman

October 15, 2019

Date

REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS

BOARD MEETING DATE: October 15, 2019

CATEGORY: Consent - General Government-1.

SUBJECT:

Adopt a Resolution authorizing "Dry Period" financing in the amount of \$35,000 for the Anderson Cemetery District.

DEPARTMENT: Administrative Office

Supervisory District No. : 5

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

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

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

RECOMMENDATION

Adopt a resolution which authorizes a loan from the County’s General Fund to Anderson Cemetery District in the amount of \$35,000 to be repaid from the December 2019 secured property tax apportionment.

SUMMARY

N/A

DISCUSSION

Pursuant to Government Code section 23010, the Board of Supervisors is authorized to lend any of its available funds to any community services district, county waterworks district, mosquito abatement district, pest abatement district, fire protection district, flood control and water conservation district, recreation and park district, regional park district, regional park and open-space district, regional open-space district, resort improvement district, or public cemetery district located wholly within the county, if its funds are or when available will be in the custody of the county or any officer of the county, in order to enable the district to perform its functions and meet its obligations; the loan shall not exceed 85 percent of the district’s anticipated revenue for the fiscal year in which it is made or in the next ensuing fiscal year, and shall be repaid out of that revenue prior to the payment of any other obligation of the district.

The County Administrative Office received a request for dry period financing in the amount of \$35,000 from the Anderson Cemetery District Board of Directors, in a resolution dated October 8, 2019. The Auditor-Controller has verified the District will receive sufficient tax increment to repay the loan. The loan can be made from the County’s General Fund with interest to accrue at the same rate which would otherwise have been earned at the pooled treasury rate. The District’s loan for \$35,000 will be repaid from proceeds of the December 2019 secured property tax apportionment.

ALTERNATIVES

The Board could suggest that the District pursue commercial credit as an alternative to the County loan proposal.

OTHER AGENCY INVOLVEMENT

The Auditor-Controller’s Office assisted with computation of the property tax proceeds anticipated for the District. If this recommendation is approved, the Auditor’s Office will process the loan payment and the repayment. The County Administrative Office concurs with this recommendation.

FISCAL IMPACT

A short-term loan to the District which accrues interest at the pooled treasury rate would not adversely affect the General Fund.

ATTACHMENTS:

Description	Upload Date	Description
Resolution Anderson Cemetery District Dry Period Financing	10/8/2019	Resolution Anderson Cemetery District Dry Period Financing
Anderson Cemetery District Resolution	10/8/2019	Anderson Cemetery District Resolution

RESOLUTION NO. 2019-

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COUNTY OF SHASTA
TO PROVIDE A "DRY-PERIOD" FINANCING LOAN
TO ANDERSON CEMETERY DISTRICT**

WHEREAS, the Shasta County General Fund has sufficient cash balance to fund the short term dry-period financing loan; and

WHEREAS, pursuant to Government Code section 23010, the Board of Supervisors is authorized to lend any of its available funds to any community services district, county waterworks district, mosquito abatement district, pest abatement district, fire protection district, flood control and water conservation district, recreation and park district, regional park district, regional park and open-space district, regional open-space district, resort improvement district, or public cemetery district located wholly within the county, if its funds are or when available will be in the custody of the county or any officer of the county, in order to enable the district to perform its functions and meet its obligations; the loan shall not exceed 85 percent of the district's anticipated revenue for the fiscal year in which it is made or in the next ensuing fiscal year, and shall be repaid out of that revenue prior to the payment of any other obligation of the district; and

WHEREAS, the Anderson Cemetery District (the "District") has requested "dry-period" financing in the amount of \$35,000 to cover operating expenses.

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of the County of Shasta authorizes a loan from its General Fund to the Anderson Cemetery District in the amount of \$35,000 to be repaid from the District's December 2019 secured property tax apportionment.

BE IT FURTHER RESOLVED that the outstanding loan shall be subject to interest at the pooled treasury rate.

DULY PASSED AND ADOPTED this 15th day of October 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

**ANDERSON CEMETERY DISTRICT
2500 CEMETERY LANE
P.O. BOX 119
ANDERSON, CA. 96007**

Phone: (530)365-7140 Fax: (530)365-7389

RESOLUTION 10-8-2019

BE IT RESOLVED, on this 8th day of October, 2019. By Board approval at a special meeting held on this same day. Does hereby request that.....The Shasta County Board of Supervisors on behalf of the County of Shasta grant Anderson Cemetery District a Dry Period Financing of \$30,000. To which such loan be repaid with interest if any upon receipt of Anderson Cemetery District's 2019 Property Tax Revenue.

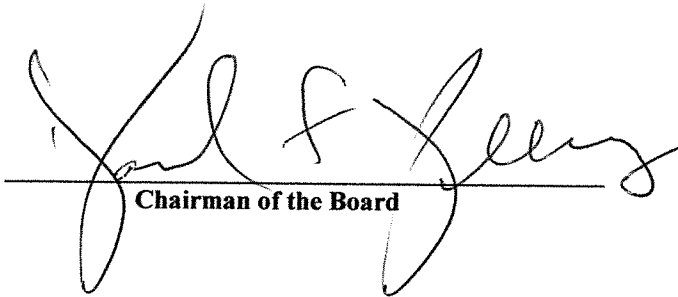
BE IT FURTHER RESOLVED, that Anderson Cemetery District make this request to be submitted for approval at the Shasta County Board of Supervisor's regular meeting to be held on Tuesday the 15th day of October, 2019.

AYES: Peery,Peery


NOES: None

ABSTAIN: None

ABSENT: Hillman


Chairman of the Board

ATTEST:


Chief Administrative Officer

REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS

BOARD MEETING DATE: October 15, 2019

CATEGORY: Consent - General Government-2.

SUBJECT:

Agreement with Economic Development Corporation of Shasta County

DEPARTMENT: Administrative Office

Supervisory District No. : ALL

DEPARTMENT CONTACT: Jenn Duval, Administrative Analyst, (530) 225-5269

STAFF REPORT APPROVED BY: Lawrence G. Lees, County Executive Officer

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

RECOMMENDATION

Approve and authorize the Chairman to sign a retroactive renewal agreement with the Economic Development Corporation of Shasta County in an amount not to exceed \$58,773 to provide business expansion, retention, and recruitment services for the period July 1, 2019 through June 30, 2020.

SUMMARY

N/A

DISCUSSION

The County has contracted with the Economic Development Corporation of Shasta County (EDC) for many years. The EDC provides economic development services designed to promote the Shasta County region. Their main focus is the expansion of current business and the recruitment of new business to the area.

ALTERNATIVES

The Board could choose not to approve the agreement. This is not recommended as the EDC helps to provide for the recruitment and expansion of business in the Shasta County area.

OTHER AGENCY INVOLVEMENT

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

FINANCING

This agreement is funded through the Economic Development Budget. Funding for this agreement has been included in the Adopted FY 2019-20 budget.

ATTACHMENTS:

Description	Upload Date	Description
EDC Agreement	9/25/2019	EDC Agreement

**PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF SHASTA AND
THE ECONOMIC DEVELOPMENT CORPORATION OF SHASTA COUNTY FOR
THE PURPOSE OF ECONOMIC DEVELOPMENT ACTIVITIES**

This agreement is entered into between the County of Shasta, a political subdivision of the State of California ("County") and the Economic Development Corporation of Shasta County ("Consultant" or "EDC"), a California corporation, for the purpose of implementing a comprehensive economic development strategic plan to improve industrial employment in Shasta County through the attraction of new industry and the expansion of existing industry.

Section 1. RESPONSIBILITIES OF CONSULTANT.

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

- A. Provide services to County during the term of this agreement as specified in Exhibit 1 ("Scope of Services") attached and incorporated herein.
- B. Coordinate with the County's Executive Officer or his/her designee in performing the services prescribed in this agreement.
- C. 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.

County shall compensate Consultant as prescribed in sections 3 and 4 of this agreement and shall monitor the outcomes achieved by Consultant.

Section 3. COMPENSATION.

- A. Consultant shall be paid at the rates provided for in Exhibit 1 in an amount not to exceed \$58,773 for the services described in this agreement as specified.
- B. Consultant shall be paid via electronic invoice payment; automated clearing house (ACH), County credit card, or Commerce Bank virtual card. ACH payments require submission of the completed Auditor-Controller ACH/Direct Deposit authorization form with first claim for payment.

- C. Contractor's violation or breach of agreement terms may result in fiscal penalties, withholding of compensation, or termination of agreement. This provision shall not be construed to limit any other remedies available to County for Consultant's violation or breach of agreement.

Section 4. BILLING AND PAYMENT.

- A. Consultant shall submit monthly to County an itemized statement or invoice of services rendered the previous month. Each monthly statement or invoice must be received by County no later than the 15th of the month. County shall make payment within 30 days of receipt of Consultant's correct and approved statement or invoice.
- B. To the extent necessary to effectuate full compensation to Consultant, this provision shall survive the expiration of this agreement.
- C. Should County, or the state or federal government, disallow any amount claimed by Contractor, Contractor shall reimburse County, or the state or federal government, as directed by County, or the state or federal government, for such disallowed cost.

Section 5. TERM OF AGREEMENT.

This agreement shall commence on July 1, 2019 and shall end on June 30, 2020.

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

Section 8. NONASSIGNMENT OF AGREEMENT; NON-WAIVER.

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

Section 9. EMPLOYMENT STATUS OF CONSULTANT.

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

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

Section 10. INDEMNIFICATION.

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

Section 11. INSURANCE COVERAGE.

- A. Without limiting Consultant's duties of defense and indemnification, Consultant and any subcontractor shall obtain, from an insurance carrier authorized to transact business in the State of California, and maintain continuously during the term of this agreement Commercial General Liability Insurance, including coverage for owned and non-owned automobiles, and other coverage necessary to protect 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. 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 the County, its elected officials, officers, employees, agents, and volunteers which might arise in connection with this agreement. Consultant hereby certifies that Consultant is aware of the provisions of section 3700 of the Labor Code, which requires every employer to insure against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of the Labor Code, and Consultant shall comply with such provisions before commencing the performance of the work or the provision of services pursuant to this agreement.

- C. 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.
- D. 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 *Shasta 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 the 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, 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 the 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 federal, state, and local laws, ordinances, and codes 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 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.

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: County Executive Officer
1450 Court Street, Suite 308A
Redding, CA 96001
Phone: 530-225-5561
Fax: 530-229-8238

If to Consultant: President/CEO
Economic Development Corporation of Shasta County
777 Auditorium Drive
Redding, CA 96001
Phone: 530-224-4920
Fax: 530-224-4921

- 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 24. CONFIDENTIALITY.

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

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, County and 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

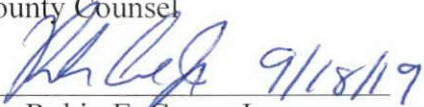
ATTEST:

LAWRENCE G. LEES
Clerk of the Board of Supervisors

By: _____
Deputy

Approved as to form:

RUBIN E. CRUSE, JR
County Counsel


By: Rubin E. Cruse, Jr.
County Counsel

Date: _____

RISK MANAGEMENT APPROVAL

By:  09/17/19
James Johnson
Risk Management Analyst III

CONSULTANT

By: 
Joe Cerami, Chairman of the Board
Economic Development Corporation of
Shasta County

By: 
Keith Hunting, Secretary/Treasurer
Economic Development Corporation of
Shasta County

Tax I.D.#: 94-1417261

SCOPE OF SERVICES

Executive/Professional Staff:	\$60.00/Hour
Support Staff:	\$23.00 - \$37.00/Hour

Consultant's services provided pursuant to this agreement shall include, but are not limited to, the following:

The 2019/2020 professional services agreement between the County of Shasta and the Economic Development Corporation of Shasta County will fund portions of the Shasta EDC comprehensive economic development activities. This plan is created to improve primary industry employment in Shasta County through the attraction of new industry, the expansion and retention of existing industry, and fostering start-ups in technology and primary industry.

The Economic Development Corporation of Shasta County leverages public and private sector funding to accomplish an affordable, aggressive and dynamic program.

EDC Business Plan Element Descriptions

Company Recruitment

Development of a comprehensive business attraction program which focuses on the following:

1. Continue to build an online network of Corporate Real Estate Vice Presidents, Site Selectors and Commercial Realtors, that we can leverage relationships with to find companies to market the region to.
2. Maintain a contact system to feed information to the above network
 - Use Team California and other organizations as introductory conduits to the above types of organizations.
3. Continue to refine our target profile of companies whose needs align with the resources available in the Shasta region.
 - Use of professional telemarketing firms to identify and secure meetings with "C" levels (CEOs, CFOs)
4. Maintain our marketing focus on specific regional markets:
 - California - Cost advantage and resource availability
 - National – West US Market and Port Access in California
 - Asia – US market access at a lower cost
5. Work with Select USA Summit and Foreign Consulate connections to continue to support delegation visits and expand to a Shasta County visibility to visiting Trade delegations.
6. Leverage the networks of our existing businesses to develop new prospects.
7. Local Marketing: In recognition that much of our lead creation comes from local connections we will continue to expand our local electronic marketing to keep the community aware of the EDC and the awareness that this is a community project.

Business Expansion and Retention

The EDC will work to ensure the expansion and retention of existing primary industries by maintaining or expanding their connection with a network of resources, focusing on the following:

1. Provide guidance regarding services available to existing businesses from our Shasta County economic partners – labor, finance, technology, local government.
2. Maintain a directory of manufacturers by industry.
3. Work with regional Global Trade programs to connect companies with resources to develop or expand International trade opportunities
4. Continue to keep in contact with and monitor manufacturers to assess regional economic change and identify needs.
5. Maintain relationships and leverage resources with local business groups such as the Chambers of Commerce, Shasta Builders Exchange, Shasta Association of Realtors and Shasta Cascade Wonderland Association.
6. Attend International Economic Development Council national conference, or other IEDC conferences focusing on topics of interest to our area, to study what other EDC's are doing to stay competitive in business retention and attraction.

Entrepreneurial Development

Build the infrastructure for an Entrepreneurial Ecosystem in our region to create successful manufacturing and technology startups, leading to job creation, by focusing on the following:

1. Continue to develop and refine a start-up development program by identifying support resources already available and developing resources needed, working with Startup Redding, and other partners that share our objectives.
2. Identify and connect with entrepreneurs and start-ups by having regularly scheduled opportunities for "pitching" as well as mentoring as may be required. Connect startups with other subject matter experts as may be required.
3. Monitor and maintain communication with local Angel Group and developing supporting, collaborative processes to hasten the growth of startup companies.
4. Work to expand the participation – and entrepreneurial success – of startup businesses in the Shasta Venture Hub.
5. Develop and maintain start-up communication programs - newsletter, Facebook and other social media as appropriate and effective.
6. Develop a state and national start-up attraction plan to market Shasta County as entrepreneurial-friendly
7. Measurement of progress – Work with Startup Redding on an annual event showcasing new start-ups.

Competitive Vitality

Maintain maximum competitiveness for our region by ensuring business has access to the resources to help them thrive. These resources include:

1. Capital Resources: Maintain a pool of financial resources such as Small Business Administration and Revolving fund financing, local banks and entrepreneurial funds
2. Workforce Development: Insure that there is an adequate supply of skilled workers by coordinating local educational institutions with businesses to develop training initiatives.
3. Regulatory Assistance: Assist companies with all levels of government regulatory needs by maintaining strong relationships with state and federal governing offices and local jurisdiction department heads.
4. Business and Tax Incentives: Monitor and maintain a data base of incentives and tax rebates and ensure businesses are aware of these incentives.
5. Technology: Identify the technology infrastructure that is in place and work toward expanding that infrastructure to meet the needs of existing companies in the future.
6. Special Projects: Invest in community projects, programs and studies that support EDC's goals including working with Public and Private sectors to bring additional sites into production, enhancing air service and assisting jurisdictions in obtaining and implementing economically based grants.

Airline Passenger Service Enhancement

1. Undertake efforts to add airline destinations through participating in community meetings, strategic and planning conference calls and airline headquarter meetings.
2. Assist with marketing and promotional efforts related to airline passenger services.
3. Assist with the planning, management and execution of marketing pursuant to the Small Community Air Service Development Plan grant in support of SkyWest's plan to add additional regional jet passenger service between Redding and San Francisco.

Priority Projects for this Calendar Year

1. Marketing: Refining our website to support continually improving Search Engine Optimization strategies and results, with the goal of drawing people to our site. Better understanding the needs of our website visitors and delivering content based on their objectives. - Refine our Google "Adwords" strategy leveraging our non-profit status and the advantages offered by Google to Non-Profits.

Work with Cloudwise Academy, Bethel Tech School, Shasta College, Simpson University and any other public or private school promoting the advancement of technology knowledge to promote graduation of a technically skilled workforce with an emphasis on promoting the opportunities for telecommuters and expansion of company sites into our region.

2. Delegations: To work with overseas delegations, through Go-Biz, targeting incoming delegations with the goal of them visiting the region.
3. Live Site Inventory: Use the local Commercial Real Estate Broker network, and their access to tools such as LoopNet and others, to provide easy access to data on all properties available as may be required by prospects or to promote the development of new prospects.

REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS

BOARD MEETING DATE: October 15, 2019

CATEGORY: Consent - General Government-3.

SUBJECT:

Draft Minutes

DEPARTMENT: Clerk of the Board

Supervisory District No. :

DEPARTMENT CONTACT: Kristin Gulling-Smith, 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

Approve the minutes of the meeting held on October 1, 2019, as submitted.

SUMMARY

N/A

DISCUSSION

N/A

ALTERNATIVES

N/A

OTHER AGENCY INVOLVEMENT

N/A

FISCAL IMPACT

There is no General Fund impact associated with this action.

ATTACHMENTS:

Description

Draft Minutes 10-1-19

Upload Date

10/3/2019

Description

Draft Minutes 10-1-19

256

October 1, 2019

SHASTA COUNTY BOARD OF SUPERVISORS

Tuesday, October 1, 2019

REGULAR MEETING

9:00 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 - John Sitka

INVOCATION

Invocation was given by Pastor Nathan Blank, Little Country Church.

PLEDGE OF ALLEGIANCE

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

REGULAR CALENDAR

BOARD MATTERS

OCTOBER 2019 EMPLOYEE OF THE MONTH
HEALTH AND HUMAN SERVICES AGENCY

October 1, 2019

257

STAFF NURSE SARAH CULVER
RESOLUTION NO. 2019-086

At the recommendation of Nancy Bolen, Health and Human Services Agency-Children's Services Branch Director, and by motion made, seconded (Baugh/Rickert), and unanimously carried, the Board of Supervisors adopted Resolution No. 2019-086 which recognizes Shasta County Health and Human Services Agency Staff Nurse Sarah Culver as Shasta County's Employee of the Month for October 2019.

(See Resolution Book No. 63)

PRESENTATION: 2019-2020 ANNUAL REPORT
ASSESSOR-RECORDER

Assessor-Recorder Leslie Morgan presented the Assessor-Recorder's 2019-20 Annual Report.

In response to questions from Supervisor Baugh, Ms. Morgan stated that Win-River Casino is located on Tribal lands, which are not assessed or taxed by the County. She further explained that personal property on Tribal lands is assessed depending on the owner's relationship to the Tribe.

In response to questions from Supervisor Rickert, Ms. Morgan explained that the Assessor's Office cannot apply market trends to assessment values until sales with reduced prices reflect that trend. She stated that someone who has been impacted by a situation can reach out to the Assessor's Office and they will attempt to assist them via Proposition 8 review.

In response to questions from Supervisor Morgan, Ms. Morgan stated that due to County ordinance, the Assessor's Office can lower assessed property value for people affected by disasters even if the property owner does not directly reach out to the County to request it be done.

PUBLIC COMMENT PERIOD - OPEN TIME

Beth Messick discussed the hazards of coal seams and methane gas during construction projects.

Edmond Baier spoke about the dangers of wind turbines.

Maggie Osa spoke in favor of a moratorium on future wind turbine projects.

Greg Hector spoke in favor of further rehabilitation efforts in the County.

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Brenda Woods described issues with the mental health and substance abuse treatment programs in the County.

Monique Welin spoke regarding issues with correctional and treatment systems in the County.

CONSENT CALENDAR

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

Approved and authorized the Chairman to sign the revised Joint Powers Agreement (JPA) with the Golden State Finance Authority and adopted Resolution No. 2019-087 which approves the revisions to the JPA. (Administrative Office)

(See Resolution Book No. 63)

Approved and authorized the Chairman to sign the County claims list in the amount of \$114,609.64 as submitted. (Auditor-Controller)

Approved the proposed calendar of Board of Supervisors' meetings for the year 2020. (Clerk of the Board)

Approved the minutes of the meeting held on September 17, 2019, as submitted. (Clerk of the Board)

Adopted Resolution No. 2019-088 which: Repeals Resolution No. 2019-033; and authorizes the Shasta County Arts Council to apply for and accept the California Arts Council State-Local Partnership Program Grant for the activity period of July 1, 2020, through June 30, 2022. (Clerk of the Board)

(See Resolution Book No. 63)

Approved and authorized the Chairman to sign a retroactive renewal agreement with Aegis Treatment Centers, LLC. in an amount not to exceed \$4,000,000 to provide narcotic replacement therapy services for the period August 1, 2019 through June 30, 2022. (Health and Human Services Agency-Adult Services)

Took the following actions: Approved and authorized the Chairman to sign an evergreen agreement with the California Mental Health Services Authority (CalMHSA), to procure state hospital beds with no stated maximum compensation, in the amount of \$1,402 per bed procurement, which includes CalMHSA administrative charges, authorizing CalMHSA to contract for state hospital beds on behalf of Shasta County for the period July 1, 2019 through

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June 30, 2020, with automatic one-year renewals thereafter; and approved and authorized the Director of the Health and Human Services Agency (HHSA), or any HHSA Branch Director designated by the HHSA Director, to approve total bed procurement payments in an amount not to exceed \$14,020 for a ten-year period and to sign prospective and retroactive amendments to the agreement that do not otherwise result in a substantial or functional change to the intent of the original agreement and do not increase or extend the \$14,020 ten-year limitation, as long as they comply with Administrative Policy 6-101, *Shasta County Contracts Manual*. (Health and Human Services Agency-Adult Services)

Approved and authorized the Chairman to sign a retroactive renewal agreement with Psynergy Programs, Inc., in an amount not to exceed \$1,500,000 to provide residential mental health treatment services for the period July 1, 2019 through June 30, 2022. (Health and Human Services Agency-Adult Services)

Approved and authorized the Chairman to sign a retroactive renewal agreement with Willow Glen Care Center in an amount not to exceed \$1,450,000 to provide residential mental health treatment services for the period July 1, 2019 through June 30, 2022. (Health and Human Services Agency-Adult Services)

Took the following actions: Ratified the Health and Human Services Agency (HHSA) - Adult Services Branch Director's signature on the letter of interest sent to the California Department of Health Care Services (DHCS) accepting a one-time \$1,198,356 State General Fund allocation for Whole Person Care (WPC) Pilot Housing services; adopted Resolution No. 2019-089 which designates the HHSA Adult Services Branch Director as the single point of contact to DHCS for the WPC Pilot Housing funding and authorizes participation in the WPC Pilot Housing; approved a budget amendment to accept the funding and increase appropriations and revenue by \$1,198,356 in the HHSA-Mental Health budget, which includes a Trans-out in the amount of \$300,000 to the Community Action Agency budget; and approved a budget amendment increasing appropriations and revenue in the amount of \$300,000 in the Community Action Agency budget for down payment assistance programs. (Health and Human Services Agency-Adult Services, Housing and Community Action Programs)

(See Resolution Book No. 63)

Approved and authorized the Chairman to sign a renewal agreement with Andrew J. Wong Inc. in an amount not to exceed \$54,000 to provide monthly help desk and software/hardware maintenance and programming updates to the Child and Adolescents Needs and Strengths database for the period November 1, 2019 through October 31, 2020, with two automatic one-year renewals. (Health and Human Services Agency-Children's Services)

Adopted Resolution No. 2019-090 which updates the General Assistance Manual to include changes to California Welfare and Institutions Code and makes additional program changes recommended by the Health and Human Services Agency which increases the efficiency of the program and assures the program is administered in a consistent manner.

(See Resolution Book No. 63)

Adopted Resolution No. 2019-091 which recognizes that the circumstances and factors that led to the Board's July 30, 2018 ratification of a local emergency proclamation due to the wildland fire identified as the "Carr Fire" have not been resolved and that there is a need for continuation of the local emergency proclamation. (Sheriff)

(See Resolution Book No. 63)

Adopted Resolution No. 2019-092 which makes a finding that various surplus robotics equipment is not required for County use; and approves the transfer of one Vanguard Bomb Disposal Robot, Serial Number 045-281, County ID No. 36466, and one Deep Ocean - Phantom 300 Underwater Remotely Operated Vehicle to Shasta Union High School District in accordance with Government Code section 25365(a). (Sheriff)

(See Resolution Book No. 63)

Approved and authorized the Public Works Director to sign a Notice of Completion for the "2019 SB-1 Pavement Rehabilitation Project," Contract No. 706801, and record it within 15 days of actual completion. (Public Works)

Took the following actions: Awarded the purchase of one transfer truck to Western Truck Parts & Equipment of Redding, California for a total price of \$176,423.26 (including tax and delivery) under Sourcewell Contract #081716-PMC; awarded the purchase of one dump truck with plow and dump related components to Riverview International Trucks, LLC, of West Sacramento, California for a total price of \$207,320.12 (including tax and delivery) under California Multiple Award Schedule (CMAS) #1-18-23-20F; and approved and authorized the purchase of the transfer truck under the Sourcewell Contract and the dump truck under the CMAS contract. (Public Works)

On behalf of County Service Area (CSA) No. 2-Sugarloaf Water, approved a budget amendment increasing appropriations and revenue by \$35,000 in the CSA No. 2-Sugarloaf Water Admin budget offset with a trans-in from the Water Agency to outfit a new well. (Public Works, County Service Area No. 2-Sugarloaf Water)

Awarded to the low bidder, Fouts Bros. Fire Equipment, the contract for the purchase of a 3,000-gallon water tender for County Service Area No. 1-County Fire, for the total purchase price of \$254,53 (including sales tax and delivery). (County Service Area No. 1-County Fire)

REGULAR CALENDAR, CONTINUED

GENERAL GOVERNMENT

ADMINISTRATIVE OFFICE/BOARD OF SUPERVISORS

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LEGISLATIVE UPDATE/SUPERVISORS' REPORTS

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

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

At the recommendation of Supervisor Baugh, and by consensus, the Board of Supervisors directed staff to bring a future agenda item regarding a letter in support of California State Treasurer Fiona Ma's efforts to fund the Williamson Act.

Supervisor Moty recently attended a meeting of the California State Association of Counties Finance Corporation.

Supervisors reported on issues of countywide interest.

PUBLIC WORKS

COUNTY SERVICE AREA NO. 6-JONES VALLEY

EMERGENCY PUMP REPLACEMENT

RESOLUTION NO. 2019-093

BUDGET AMENDMENT

Pat Minturn, Public Works Director, presented the staff report and explained that only one of three pumps that provides water for County Service Area No. 6-Jones Valley is operational (Pump #1), and it is at risk of failure. Due to this, Public Works plans to replace Pump #2, one of the non-operational pumps.

In response to questions by Supervisor Rickert, Mr. Minturn stated that there is a monitor on the line for Pump #3, so Public Works will be able to diagnose any current issues with it.

In response to questions by Supervisor Morgan, Mr. Minturn further stated that the monitor will be able to diagnose spikes in the electric current. Mr. Minturn explained that the issue with Pump #1 involves a failed check valve, which is unconnected to the electric issues with the other two pumps and necessitates manual operation. Once Pump #2 is online, Public Works plans to use Pump #1 as a standby and eventually replace the check valve.

In response to questions by Supervisor Chimenti, Mr. Minturn explained that there is no practical way of placing surge protection on the lines to the water pumps due to the high voltage

used. He also stated that if spikes in current are the cause of the problems with the pumps, it will be Pacific Gas & Electric's problem and responsibility to provide clean power to the pumps.

By motion made, seconded (Rickert/Morgan), and unanimously carried, the Board of Supervisors took the following actions on behalf of County Service Area (CSA) No. 6-Jones Valley Water: Adopted Resolution No. 2019-093 which finds that an emergency exists that will not permit a delay resulting from a competitive solicitation for bids to improve the well; ratified the Deputy Public Works Director's signatures on Purchase Orders #14701 in the amount of \$12,055.34 and #14702 in the amount of \$49,500, and also authorize future additional costs as may be incurred, for a total not to exceed \$80,000 to repair, restore, and replace Pump #2 to service; found the project to remove and replace the Pump #2 motor to be exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15269; and approved a budget amendment increasing appropriations by \$80,000 in the CSA No. 6-Jones Valley Water Admin budget offset by use of fund balance.

(See Resolution Book No. 63)

OTHER DEPARTMENTS

COUNTY SERVICE AREA NO. 1-COUNTY FIRE

SHASTA COUNTY CODE ORDINANCE INTRODUCTION

ADDING CHAPTER 8.10 DEFENSIBLE SPACE FOR PROTECTION

AMENDING SECTION 12.12.050 GRADING PERMIT EXEMPTIONS

AMENDING SECTION 16.04.130 FIRE STANDARDS AND EQUIPMENT

Fire Chief Bret Gouvea presented the staff report and described the ordinance, which would help create defensible space in areas defined as "Urban Lands" in unincorporated areas of Shasta County.

In response to questions by Supervisor Baugh, Mr. Gouvea described the efforts of the Shingletown Fire Safe Council and Shingletown area residents in taking steps to increase their defensible space and fire safety.

In response to questions by Supervisor Chimenti, Mr. Gouvea explained that the Shasta County Fire Department does thousands of property inspections each year, as well as inspecting properties for which they receive complaints. He described the process of inspection and the steps that can be taken against non-compliant property owners, including action by County Code Enforcement, hiring outside companies to clear the property, and referring non-compliant owners to the District Attorney, up to those owners incurring misdemeanor charges. Mr. Gouvea emphasized that the Fire Department's goal is compliance with the safety requirements.

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In response to questions by Supervisor Rickert, Mr. Gouvea stated that the types of property owners vary over time and that their compliance process has met with roughly 80% success, whether the properties are owned by banks or absentee owners.

In response to questions by Supervisor Morgan, CEO Lees explained that the costs of cleaning up non-compliant properties can be added to the property's taxes as a lien. Mr. Gouvea explained that the Fire Department works closely with the District Attorney's Office and Code Enforcement to ensure that non-compliant properties are taken care of carefully and expediently.

Len Lindstrand spoke regarding various sections in the proposed ordinance where he felt clarification was needed.

County Counsel Rubin Cruse, Jr. addressed Mr. Lindstrand's questions. He stated that for the purposes of the proposed ordinance, multiple properties owned by one owner would be addressed as one combined parcel; he clarified that those combined parcels would be subject to the ordinance depending on whether the combined parcel is in a zone that allows subdivision into parcels of two acres or less.

In response to questions by Supervisor Moty, Mr. Cruse stated that it would be up to the Fire Department to educate landowners to ensure compliance. Mr. Gouvea explained that the Fire Department is not looking for clearance on every parcel in the county, but for clearance on parcels where there are undue fire hazards. Mr. Cruse also stated that any ordinance passed by the Board of Supervisors is subject to future revision if necessary. Mr. Gouvea explained that enforcement of this ordinance would follow current enforcement per Public Resources Code, but would extend the ability to enforce the requirements on parcels with absentee landowners or that extend into the 100-foot clearance zone.

In response to questions by Supervisor Baugh, Mr. Cruse explained that the terminology used in the proposed ordinance was created for and is defined specifically within the ordinance.

In response to questions from Supervisor Moty, Mr. Cruse stated that amendments to sections of County Code are included in the ordinance to ensure conformity with the new chapter being added.

By motion made, seconded (Rickert/Baugh), and unanimously carried, the Board of Supervisors introduced and waived the reading of an ordinance which adds Chapter 8.10, Defensible Space for Fire Protection, to the Shasta County Code, and amends section 12.12.050, Grading Permit Exemptions, and 16.04.130, Fire Standards and Equipment, of the Shasta County Code; and found the proposed ordinance is not subject to and exempt from the California Environmental Quality Act (CEQA) for the reasons stated in the ordinance.

REPORT ON PROPOSED RESERVE FIREFIGHTER PROGRAM

CEO Larry Lees and Fire Chief Bret Gouvea presented the staff report and described the proposed Reserve Firefighter Program ("Program"). Under the Program, each station in the Program would be staffed by one volunteer firefighter and one officer for 24-hour shifts. The staff would be drawn from the County's volunteer firefighters, and they would be paid a set stipend for each 24-hour shift. The Program would allow improved emergency response coverage throughout the County.

In response to questions by Supervisor Moty, Mr. Gouvea stated that the cost to staff one station was estimated at \$100,000 per year via the proposed Reserve Firefighter Program. Mr. Gouvea further stated that the initial implementation would probably be for two or three stations, depending on the ability to staff the stations from the volunteer firefighter pool in the County. He estimated that the number of volunteer firefighters would grow once the program is implemented, due to the potential career path it offers.

In response to questions by Supervisor Chimenti, Mr. Gouvea explained that reserve firefighters would receive training, just as volunteer firefighters, but that reserve firefighters would have even more opportunities.

In response to questions by Supervisor Rickert, CEO Lees stated that funding for the program would come from the County's Contingency Fund to fund two or three stations for a few years while the program is tested, and that once the program is proven successful, the County could look at other sources for funding. Mr. Gouvea stated that it is unlikely that the California Department of Forestry and Fire Protection would be able to assist with funding this type of program.

At the recommendation of Supervisor Baugh, and by consensus, the Board of Supervisors directed staff to bring a future agenda item regarding a letter to State Senator Dahle and to the California State Association of Counties in support of legislation to support a tax credit for volunteer firefighters.

By motion made, seconded (Baugh/Rickert), and unanimously carried, the Board of Supervisors directed staff to move forward with investigating the proposed Reserve Firefighter Program to improve emergency response capability in rural areas of Shasta County.

SCHEDULED HEARINGS

COUNTY COUNSEL

SPECIAL PUBLIC SAFETY TRANSACTIONS AND USE TAX
ORDINANCE NO. SCC 2019-05
RESOLUTION NO. 2019-094

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This was the time set to conduct a public hearing to consider a Special Public Safety Transactions and Use Tax. County Counsel Rubin Cruse, Jr. presented the staff report and recommended approval. The Notice of Public Hearing and the Notice of Publication are on file with the Clerk of the Board.

The public hearing was opened.

Stan Neutze spoke in favor of the proposed Special Public Safety Transactions and Use Tax.

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

By motion made, seconded (Chimenti/Morgan), and unanimously carried, the Board of Supervisors received an update from the County Counsel regarding a special transactions and use tax to support public safety purposes; conducted a public hearing; introduced, waived the reading of, and enacted Ordinance No. SCC 2019-05 (the "Ordinance") to adopt a special transactions and use tax in an amount not to exceed one percent (1%) to be used for funding public safety purposes in the unincorporated and incorporated areas of the County of Shasta, to be effective upon approval by a two-thirds vote of the qualified electors casting votes; adopted Resolution No. 2019-094 (the "Resolution") which: calls for an election and places the Ordinance on the ballot for the March 3, 2020, Primary Election for the purpose of enabling voters to approve or reject the Ordinance, and provides additional direction and instruction related to the conduct of the election; and found that the Ordinance and Resolution are not subject to the California Environmental Quality Act for the reasons stated in the Ordinance and Resolution.

(See County Code Ordinance Book)

(See Resolution Book No. 63)

11:16 a.m.: The Board of Supervisors recessed and reconvened as the Shasta County Water Agency.

11:17 a.m.: The Shasta County Water Agency adjourned and reconvened as the Shasta County Board of Supervisors.

CLOSED SESSION ANNOUNCEMENT

Chairman Moty noted that the item regarding the Shasta County Management Council Mid-Management Bargaining Unit had been pulled at the request of the department.

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

Confer with its Labor Negotiators, County Executive Officer Larry Lees, Personnel Director Angela Davis, and Chief Labor Negotiator Gage Dungy, Liebert, Cassidy and Whitmore, to discuss the following employee organization: Professional Peace Officers Association, pursuant to Government Code section 54957.6; and

Confer with legal counsel to discuss existing litigation entitled:

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

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

Hammerbeck, Richard Kevin v. County of Shasta, et al.

Johnson, Randall Scott v. Tom Bosenko, et al.

Jeantet, Gary D., et al. v. County of Shasta, et al.

McCullough, Savannah v. Shasta County, et al.

Walker, Joe v. Shasta County Board of Supervisors, et al.

pursuant to Government Code section 54956.9, subdivision (d), paragraph (1); and

Confer with legal counsel to discuss one potential case of anticipated litigation, pursuant to Government Code section 54956.9, subdivision (d), paragraph (4); and

Consider a public employee appointment (County Executive Officer), pursuant to Government Code section 54957.

11:17 a.m.: The Board of Supervisors recessed to Closed Session.

12:48 p.m.: The Board of Supervisors returned from Closed Session and reconvened in Open Session with all Supervisors, County Executive Officer/Clerk of the Board Larry Lees, County Counsel Rubin E. Cruse, Jr., Administrative Board Clerk Kristin Gulling-Smith, and Administrative Board Clerk John Sitka present.

REPORT OF CLOSED SESSION ACTIONS

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

In the matter of *Walker, Joe v. Shasta County Board of Supervisors, et al* a case involving claim to excess proceeds arising out of a tax sale, the Board, by a 5-0 vote, gave approval to County Counsel to defend this action.

In the matter of *Hammerbeck, Richard Kevin v. County of Shasta, et al.* a case involving alleged wrongful denial of public benefits, the Board, by a 5-0 vote, gave approval to legal counsel

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to defend this action and authorized the County Counsel's Office to assign the defense of all County defendants in this case to Gary Brickwood, Esq.

In the matter of *Johnson, Randall Scott, et al. v. Tom Bosenko, et al.* a case involving alleged wrongful death of an inmate, the Board, by a 5-0 vote, gave approval to legal counsel to defend this action and authorized the County Counsel's Office to assign the defense of all County defendants in this case to Gary Brickwood, Esq.

In the matter of *McCullough, Savannah v. Shasta County, et al.*, a case involving alleged inadequate medical treatment of an inmate, the Board, by a 5-0 vote, gave approval to legal counsel to defend this action and authorized the County Counsel's Office to assign the defense of all County defendants in this case to Gary Brickwood, Esq.

In the matter of *Gary D. Jeantet and Patricia L. Jeantet v. Shasta County*, a case involving alleged negligent maintenance of a road, the Board, by a 5-0 vote, gave approval to legal counsel to defend this action and authorized the County Counsel's Office to assign the defense of all County defendants in this case to Gary Brickwood, Esq.

There was no other reportable action.

12:49 p.m.: The Board of Supervisors recessed.

AFTERNOON SESSION - REGULAR CALENDAR CONTINUED

GENERAL GOVERNMENT

ADMINISTRATIVE OFFICE/BOARD OF SUPERVISORS

1:01 p.m.: The Board of Supervisors reconvened.

REDDING RANCHERIA CASINO PROJECT **DISCUSSION REGARDING COUNTY POSITION**

CEO Larry Lees presented the staff report and described the option for the Board of Supervisors to approve one of two proposed letters regarding the County's stance on the proposed Redding Rancheria Casino Project ("Project"): "Letter A," which would express the Board of Supervisors' opposition to the Project, or "Letter B," which would state the Board's intention to continue to negotiate mitigation efforts with the Redding Rancheria ("Rancheria").

Tracy Edwards, CEO of the Rancheria, requested that the Board of Supervisors not send either of the proposed letters and instead wait for the Bureau of Indian Affairs' response to the letter sent previously. She requested that if a letter must be sent, the Board send Letter B.

Jack E. Potter, Jr., read from a proclamation received from Governor Newsom and requested the Board wait to decide before sending either letter. He also requested that if a letter must be sent, the Board send Letter B.

Gary Rickard spoke against the Project being built in the proposed location due to the history of violence against Native Americans on that land and stated that he is discussing alternative locations with the Rancheria.

Rob Karinke, on behalf of Speak Up Shasta, spoke against the Project and requested that the Board of Supervisors send Letter A.

Steve Williams spoke against the Project due to the location being unsuitable for its scope and size and requested that the Board send Letter A.

James Lynch, on behalf of Shasta Community Residents for Positive Development, spoke against the Project, due to various issues with the proposed location and suggested working together to find an alternative location.

Chuck Knauer, Field Representative for Carpenters Union Local 1599, spoke in support of the Project due to the employment opportunities the Project presents and suggested an alternate letter of support for the Project, rather than either of the proposed letters.

Travis Brown spoke in support of the Project due to both temporary and permanent employment opportunities it presents.

Donna Hart spoke against the Project due to concerns with human trafficking at casinos.

Kristy Lanham spoke against the Project due to concerns with crimes and social issues associated with casinos, as well as the environmental impacts due to the proposed location.

John Livingston spoke against the Project due to environmental concerns. He supported the Board sending Letter A and requested that the Board also write to State Senator LaMalfa and Senators Feinstein and Harris.

Nancy Kirkland spoke against the Project in the proposed location due to environmental and traffic concerns, and suggested expansion in the casino's current location. She requested that the Board support sending Letter A.

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Supervisor Baugh described how the Project is outside the normal County land use planning practice because the Rancheria has sovereign nation status. He explained that the Board's opinion on the Project will be sent to the Bureau of Indian Affairs, which has the final decision on the Project, but that it will only be an opinion, not a deciding factor. Supervisor Baugh stated that the Rancheria is the number one call location to the County's public safety unit and expressed his concern that the Rancheria and Win-River Casino pay no taxes toward the County's cost for funding public safety services.

Supervisor Rickert explained that she has concerns with gambling as an addiction. She also expressed her hope that the location proposed for the Project could be used instead as a natural area for families to visit.

Supervisor Morgan expressed concerns with overdevelopment in Redding and with the environmental concerns of the proposed location.

Supervisor Chimenti stated that he is generally in support of development, but that he has strong concerns about the public safety concerns that the size of the Project would cause. He further stated that he cannot support the Project without a strong mitigation agreement which would raise appropriate funds to pay the increased cost of public safety.

Supervisor Moty discussed the positive aspects of the Project, such as increased employment opportunities, as well as the negative aspects, such as increased public safety costs. He stated that he does not see a benefit to the County as a whole.

By motion made, seconded (Baugh/Morgan), and unanimously carried, the Board of Supervisors authorized the Chairman to sign Letter A, stating the County's opposition to the Redding Rancheria Casino Project in its current proposed location.

2:03 p.m.: The Board of Supervisors adjourned.

Chairman

ATTEST:

LAWRENCE G. LEES
Clerk of the Board of Supervisors

By _____
Deputy

REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS

BOARD MEETING DATE: October 15, 2019

CATEGORY: Consent - General Government-4.

SUBJECT:

New appointment to the Fall River Resource Conservation District Board of Directors

DEPARTMENT: Clerk of the Board

Supervisory District No. : 3

DEPARTMENT CONTACT: Kristin Gulling-Smith, Deputy Clerk of the Board, (530) 225-5550

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

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

RECOMMENDATION

Take the following actions regarding the Fall River Resource Conservation District Board of Directors: (1) Determine that Daniel Klatt has a demonstrated interest in soil and water conservation; and (2) appoint Daniel Klatt for the remainder of an unexpired term to November 25, 2022.

SUMMARY

N/A

DISCUSSION

The Fall River Resource Conservation District (FRRCD) is a Resource Conservation District established in 1957 pursuant to Public Resources Code section 9151 et seq. The FRRCD is a seven-member board. Because the FRRCD includes territory in both Lassen County and Shasta County, with Shasta County having the greater portion of the district's territory, four members are appointed from Shasta County and three members are appointed from Lassen County.

Public Resources Code section 9314(b) provides that, as an alternative to an election, the board of directors of a resource conservation district may, by a resolution presented to the Board of Supervisors of the principal county, request that the Board of Supervisors appoint the directors for the resource conservation district. After consultation with the Board of Supervisors of any other county which contains any part of the district, the Board of Supervisors of the principal county shall then appoint the directors for the resource conservation district in lieu of an election.

On June 18, 1990, pursuant to Public Resources Code section 9314, the Board of Directors of the FRRCD adopted Resolution No. 11 requesting that the Shasta County Board of Supervisors appoint FRRCD Directors in lieu of holding elections.

Public Resources Code section 9314(c) states that:

"It is the intent of the Legislature that the Board of Supervisors solicit recommendations from within the district, including public, private, and nonprofit entities, and appoint only applicants who are determined by the Board of Supervisors to have a demonstrated interest in soil and water conservation. In selecting directors. . . the Board of Supervisors shall endeavor to achieve balanced representation on the Board of Directors."

Public Resources Code section 9316 states:

"In case of a vacancy in the office of director appointed pursuant to Section 9314, the vacancy shall be filled, as provided in Section 9314, by appointment for the unexpired term by the board of supervisors of the principal county."

The FRRCD has one existing vacancy (Shasta) on its Board of Directors due to a resignation. A Notice of Vacancy was posted pursuant to Government Code 54974 and the affidavit is on file with the Clerk of the Board. One application was received from Daniel Klatt in response to this Notice of Vacancy. At the FRRCD Board Meeting on September 18, 2019, the Board of Directors recommended that the Board of Supervisors appoint Daniel Klatt to fill the vacant position for the remainder of the unexpired term to November 25, 2022. A copy of Mr. Klatt's application is attached. Mr. Klatt is a registered voter within the FRRCD.

ALTERNATIVES

The Board of Supervisors may request that other applicants be considered.

OTHER AGENCY INVOLVEMENT

The Lassen County Board of Supervisors approved this appointment at their October 8, 2019, meeting.

FISCAL IMPACT

There is no General Fund impact.

ATTACHMENTS:

Description	Upload Date	Description
FR RCD 9-18-19 Minutes	9/24/2019	FR RCD 9-18-19 Minutes
FR RCD Election Letter	9/24/2019	FR RCD Election Letter
Klatt Application	9/24/2019	Klatt Application
Lassen BOS 10-8-19 Minute Order	10/11/2019	Lassen BOS 10-8-19 Minute Order

Fall River Resource Conservation District

Post Office Box 83
McArthur, CA 96056



Telephone/Fax: (530) 336-6591/336-5618
e-m

Meeting Minutes Fall River RCD
September 18, 2019 @ 19:00 hrs

Establish Quorum: , Bill Buckman [X], Clay Jacobson [], Chuck Macfarlane [X]
Don Martin [X], Mike Millington [X], Pat Oilar [X],

Staff: Sharmie Stevenson [X], Todd Sloat [X], Garrett Costello [], Julie Allen [X],
Sara Small []

Call To Order: 1900

Public Comment:

Guests in attendance: Dr. Zachary Zweigle and Shasta College Team

New Business

Board Election to replace Jeff Oldson: A notice of vacancy was posted on August 7, 2019 announcing the vacancy of a Shasta County seat on the Board of Directors of the Fall River Resource Conservation District. One vacancy exists for an unexpired term ending November 25, 2022.

Notice was posted at the Burney Post Office, Fall River Post Office, McArthur Post Office and the Fall River RCD Office. The Board received one application from Dan Klatt, a Fall River Mills Resident, Shasta County at the August 21, 2019 Board Meeting.

Since there was only one candidate for the one position, The Chairman called for the vote to accept Dan Klatt as a Director on the Fall River Resource Conservation District. The vote was 5 ayes, 0 noes, with 1 absence and 1 vacancy.

Paper work to be sent to the Shasta County Board of Supervisors with a request to appoint Dan Klatt as a Fall River RCD board member.

Shasta College scope of work and Budget: Dr Zachary Zweigle, Dean of Business, Agriculture, Industry, Technology and Safety, Shasta College and his team presented a scope of work and budget for a logging and forest workers workforce Development program. The program is being funded by a 3.2 million dollar grant obtained by the Fall River RCD forest health from Cal Fire/CCI.

From the Fall River RCD's perspective it was important to stress the necessity for the college to expand the program to the Intermountain area as quickly as possible.

Sierra Corp Intern: Todd presented an opportunity to have a forestry intern from Sierra Corp. Sierra Corp would pay half the salary, the Pit RCD one quarter of the salary and the Fall River RCD one quarter of the salary (\$12,500). Both RCD's would be reimbursed by Cascade Resources from the Cal Fire Grant. Cascade Resources would be responsible for mentoring and scope of work.

Pat Oilar moved to approve participation in the program, second by Don Martin. Motion approved 5 to 0.

Old Business

Develop Hunting Program for McArthur Swamp: Sharmie presented the board with samples of the Hunting Permit, Release of Liability and area map. Consensus was great job go ahead and get them printed. Julie is getting signs from Fall River Arts (low bid)

Consent Calendar

Minutes August 21, 2019 Regular Meeting

Expenditures 8/21/19 to 9/18/19

Don Martin moved to accept the consent calendar, second by Bill Buckman. Motion approved 5 to 0

Agency Reports

Range Managers Report: Currently 750 cows on the range, should bump up to 1100 within two weeks. Dudeck finished Cultural Survey on areas in which ground will be disturbed. Julie to contact Robert Gallion and get a price for trenching and laying pipe. Board decided on 30' diameter bottomless tanks made of 10 gauge steel with pipe rail around the outside.

NRCS:

Project Managers Report:

Burney Gardens; MOU at impasse, SC staff trying to work out a bridge between tribe and RCD. LCCP still on track for November Board meeting.

Gun Club; LCCP out for Public Comment

Fall River Mills West end AG Unit. Sent to PUC for approval.

Island Ranch; Ranch back on market, funding agencies feel asking price is too high.

McArthur Swamp Management Plan and PG&E response to DU Project. Will wait and get PG&E approval for 5 projects being developed by Volmar before bringing all 6 projects to the MSMT for approval.

Adjourn : 2135 hrs

At any time during the regular session, the Board may adjourn to a closed session to consider litigation, personnel matters, or to discuss with legal counsel matters within the attorney/client privilege and it may be held in a closed session. Authority: Government Code Section 1126(a)(d)(g)

Next Regular Meeting Date – Wednesday – October 16 , 2019 --Beginning at 6:00PM

Fall River Resource Conservation District



Post Office Box 83
McArthur, CA 96056

Telephone/Fax: (530) 336-6591/336-5618
e-m

September 19, 2019

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

RE: Fall River Resource Conservation District Vacancy of Term Expiring 11/25/2022

At the September 18, 2018 Board meeting, the Board of Directors of the Fall River RCD held an election to fill 1 vacancy. The vacancy was to fill a Shasta County seat vacated by Jeff Oldson.

A notice of Vacancy was posted on August 7, 2019 at the following locations, Burney Post Office, Fall River Post Office, McArthur Post Office and the Fall River RCD Office. There has been only one candidate application received during the Notice of Vacancy posting period. The applicant, Dan Klatt, a resident of Shasta County was placed on the ballot.

Since there was only one candidate for the one position, The Chairman called for the vote to accept Dan Klatt as a Director on the Fall River Resource Conservation District. The vote was 5 ayes, 0 noes, with 1 absence and 1 vacancy.

Based on the above results, I respectfully request the Shasta County Board of Supervisors to appoint Dan Klatt as a Director for the Fall River Resource Conservation District, to fill out the remaining term of Jeff Oldson which expires on November 25, 2022,

Sincerley,

Michael J Millington

Michael J. Millington
President of the Board

Enclosures
September 18, 2019 Meeting Minutes
September 18, 2019 Agenda
Application for appointment Dan Klatt
Notice of Vacancy

Shasta County

Application for Appointment to Board, Committee, or Commission

Please indicate the Board, Committee, or Commission you are seeking appointment to:

~~SHASTA CO. RED~~ Fall River Resource Conservation District

Name: DANIEL KLOTT

Business Address:



FALL RIVER MILLS

Home Address:

SAME

Mailing Address: (if different)

SAME

Cell Phone:

530-



Home Phone:

Business, occupation, profession, etc:

MECHANIC/CONTRACTOR

State your qualifications for serving on the above Board, Committee, or Commission:

18 YRS AS A CA LICENSED CONTRACTOR

12 YRS EXPERIENCE IN THE LOGGING INDUSTRY

Community activities and organizational affiliations:

BURNEY LIONS

Reason for desiring to serve on this Board, Committee, or Commission (please be as specific as possible):

- I'D LIKE TO SEE THE BENEFITS OF THE SHASTA COLLEGE PROGRAM RETURN TO OUR COMMUNITY
- I ALSO HAVE INTEREST IN THE BURNEY FIRE SAFE COUNSEL

Are you a registered voter in Shasta County: ☒ yes ☐ no

Daniel Klotz

Signature of Applicant

8-21-19

Date



**Lassen County
Board of Supervisors
Minute Order**

Tuesday, October 8, 2019

LASSEN COUNTY SUPERVISORS:

DISTRICT 1 - CHRIS GALLAGHER; DISTRICT 2 - DAVID TEETER - VICE CHAIRMAN; DISTRICT 3 - JEFF HEMPHILL - CHAIRMAN; DISTRICT 4 - AARON ALBAUGH; DISTRICT 5 - TOM HAMMOND

9:30 A.M. OPENING CEREMONIES

Present: Supervisors Teeter, Hemphill, Albaugh and Hammond. Also Present: County Administrative Officer (CAO) Richard Egan, County Counsel Robert Burns and Deputy Clerk of the Board Michele Yderraga.

Supervisor Gallagher was absent from pre-arrangement.

Present: 4 - Jeff Hemphill, David Teeter, Aaron Albaugh and Tom Hammond

Absent: 1 - Chris Gallagher

Excuse: 0

BOARDS AND COMMISSIONS

The Board agreed to combine Item# F1 - Fall River Resource Conservation District and Item# F2 - Sierra Valley Resource Conservation District to be passed in one motion.

County Counsel Burns informed the Board that these two requests came from neighbor counties where those are mixed boards with other counties that includes Lassen County. County Counsel Burns the items are asking if the Lassen County Board of Supervisors supports, opposes or remains neutral of the applicants these two boards are wanting to appoint.

FALL RIVER RESOURCE CONSERVATION DISTRICT

SUBJECT: Request from Shasta County Board of Supervisors for consultation with Lassen County Board of Supervisors in appointing to fill vacancy on Fall River Resource Conservation District (RCD) (applicant Dan Klatt).

FISCAL IMPACT: None.

ACTION REQUESTED: 1) Support, oppose or remain neutral on appointment of applicant Dan Klatt to Fall River RCD; and/or 2) provide direction to staff.

A motion was made by Supervisor Albaugh, seconded by Supervisor Hammond, to support the choice of applicant to be appointed to the Fall River Resource Conservation District. The motion carried by the following vote:

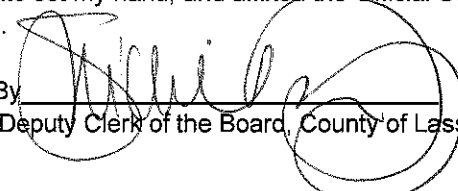
Aye: 4 - Hemphill, Teeter, Albaugh and Hammond

Absent: 1 - Gallagher

County of Lassen County)
State of California) ss.

I, Michele Yderraga, Deputy Clerk of the Board of the Board of Supervisors, County of Lassen, State of California, do hereby certify the foregoing to be a full, true and correct copy of the minute order of said Board of Supervisors on above date.

IN TESTIMONY WHEREOF, I have hereunto set my hand, and affixed the Official Seal of the said Board of Supervisors this 11th day of October, 2019.

By 
Deputy Clerk of the Board, County of Lassen, Board of Supervisors

REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS

BOARD MEETING DATE: October 15, 2019

CATEGORY: Consent - General Government-5.

SUBJECT:

Pine Grove Cemetery District Appointment

DEPARTMENT: Clerk of the Board

Supervisory District No. : 3

DEPARTMENT CONTACT: Kristin Gulling-Smith, Deputy Clerk of the Board, (530) 225-5550

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

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

RECOMMENDATION

Appoint Lorrie Ingram to the Pine Grove Cemetery District Board of Trustees to serve a four-year term to expire January 1, 2024.

SUMMARY

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

DISCUSSION

The Pine Grove Cemetery District is a public cemetery district pursuant to Health and Safety Code section 9000 et seq. which authorized the creation of public cemetery districts in 1909 to assume responsibility for the ownership, improvement, expansion, and operation of cemeteries and the provision of interment services.

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

There is one vacancy on the Board. A Notice of Vacancy was posted for six weeks for the vacancy and is on file with the Clerk of the Board. The Board recommended Lorrie Ingram to fill the vacancy at their meeting of August 12, 2019. Ms. Ingram is a registered voter in the district and is qualified to serve under Health and Safety Code section 9022.

ALTERNATIVES

The Board could choose not to make the appointment; could direct staff to publish a new Notice of Vacancy; or could delay consideration to a future date.

OTHER AGENCY INVOLVEMENT

The Pine Grove Cemetery District Board of Trustees supports the recommendation.

FISCAL IMPACT

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

ATTACHMENTS:

Description	Upload Date	Description
Pine Grove CD Minutes 8-12-19	10/4/2019	Pine Grove CD Minutes 8-12-19

PINE GROVE CEMETERY DISTRICT
P. O. Box 311
McARTHUR, CA 96056

MINUTES

Aug. 12, 2019

1. The Pine Grove Cemetery District Board of Trustees meeting was called to order at 4:07 PM by Chairperson Marlene Van Staaveren. The following people were present: Directors: Calvin Carpenter, Robert Dye, and employee Kelly Shuler. Director Debbie Dennis absent. Guests: none
2. **Additions or Corrections:** none
3. **Public Comments:** none
4. **Minutes of Previous Meeting :**(Action) Robert Dye moved Calvin Carpenter seconded to approve the July10, 2019 minutes. Motion carried.
5. **Bills and Deposits:** (Action) The Board was given a list of the bills that have been paid online by Kelly Shuler since the July 10, 2019 meeting that totaled \$2,531.23. Calvin Carpenter moved Robert Dye seconded to approve the bills as presented. Motion carried.
6. **Review of Time Cards:** Done
7. **Review of End of Month Report:** done
8. **Comments of Board Members:** none
9. **Manager's Report:** See attached.
10. **2019/2020 Budget:** (Action) Robert Dye moved Calvin Carpenter seconded to amend July's approved budget and approve new budget of \$137,894.00 for fiscal year 2019/2020. Motion carried.
11. **Board Vacancy** (Action) Calvin Carpenter moved Robert Dye seconded to nominate Lorrie Ingram as a new Director for the Pine Grove Cemetery District. Motion carried.
12. **Items for next Month's meeting:** Resolution for Capital expenditures, cemetery fee discussion, new part-time employee.
13. **Adjournment:** Next regular meeting Sept.11, 2019 4PM-PG Cemetery. Meeting adjourned 5:40 PM.

Respectfully submitted,

Marleen Van Staaveren – Chairperson

Kelly Shuler - Manager

REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS

BOARD MEETING DATE: October 15, 2019

CATEGORY: Consent - Health and Human Services-6.

SUBJECT:

Far Northern Regional Center one time funding in order to meet the Federal Centers for Medicare and Medicaid Services (CMS) Home and Community-Based Services regulations for consumers.

DEPARTMENT: Health and Human Services Agency-Regional Services

Supervisory District No. : All

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

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

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

RECOMMENDATION

Take the following actions regarding federal Home and Community Based Services (HCBS): (1) Approve and authorize the Chairman to sign a retroactive revenue renewal agreement, No. PS-2351, with Far Northern Regional Center in an amount not to exceed \$184,654 to enable the Health and Human Services Agency-Regional Services Branch, Opportunity Center (OC) to continue to provide services in the community to become compliant with new HCBS regulations for the period July 1, 2019 through June 30, 2020; (2) approve a budget amendment increasing appropriations by \$7,348 and revenue by \$184,654 in the OC budget; (3) approve the transfer of one used vehicle valued at \$1,848 from the Department of Child Support Services (DCSS) to the OC; and (4) approve a budget amendment increasing revenue by \$1,848 in the DCSS budget.

SUMMARY

The Health and Human Services Agency (HHSA) Regional Services Branch, Opportunity Center (OC) provides a variety of rehabilitation services including supported employment. In January 2014, the Federal Centers for Medicare & Medicaid Services issued final regulations that require Federal Home and Community-Based Services (HCBS) Medicaid funded services and supports to be provided in settings that are integrated in the community rather than center based. In recognition that service providers would need to modify services to be compliant with these new federal requirements, the State 2018 Budget Act (SB 840) contained \$15 million to fund providers to make changes to provide services that are in compliance with the HCBS rules. The Shasta County OC submitted a grant proposal to access this new Far Northern Regional Center (FNRC) funding and was awarded \$184,654 to assist the program to provide services in the community, rather than at the OC center, in compliance with the new federal regulations.

DISCUSSION

The Shasta County Opportunity Center Work Activity Program currently has five staff responsible for 65 on-site clients

who perform assembly, packaging, and shredding services for the community. Staff, technology to improve client skills and manage information, secure document destruction equipment, an air filtration system, and an additional vehicle are necessary to provide client services in the community as mandated by the new HCBS rules. The OC is seeks to transition clients into the Community Integration Training program, but requires additional resources to supervise and transport groups of two to four clients into the community.

To meet the community integration requirements for the Work Activity Program, funds from the FNRC grant will be directed toward increased personnel, secure document destruction and air filtration system, an additional vehicle and other equipment set forth below. These resources will allow the OC clients to perform work activities or educational activities in the community, as mandated by the new requirements. Individual and small groups of clients (two to four) will be transported to various sites in the community to acquire skills and knowledge to assist them to integrate into the community.

Funding from the HCBS grant will support the necessary staff including two full-time OC Employment Services Instructors .Equipment will include secure document destruction Disintegrator and air filtration system; one sedan for transporting clients within the community; cloud-based case management and Department of Labor-compliant client payroll system (VERTEX) to provide services in a community setting while allowing real time access by staff to secured case information, case plans and the ability to enter data in a Health Insurance Portability and Accountability Act compliant system from the community setting; Relias Learning training software for providing specific courses for staff and clients from an integrated community setting; and four iPads® and two MicroSoft® Surface Pro 4 tablets with protective covers and chargers to access training software in the community and participate in community employment preparation activities.

ALTERNATIVES

The Board could choose not to approve the agreement and/or direct the department to renegotiate the agreement terms. The Board could choose to approve some, but not all, of the recommendations. The Board could provide alternate direction to staff.

OTHER AGENCY INVOLVEMENT

County Counsel has approved the agreement as to form. Risk Management has approved the agreement. The Public Works Department-Fleet Management Division and the Department of Child Support Services support the vehicle transfer. This recommendation has been reviewed by the County Administrative Office.

FISCAL IMPACT

The funding source is the revenue contract with Far Northern Regional Center. The secure document destruction disintegrator equipment and air filtration system, the sedan transfer, as well as the agreement revenue, were not included in the OC's 2019-20 fiscal year Adopted Budget and thus a budget amendment is also recommended which requires a 4/5 vote of the Board.

ATTACHMENTS:

Description	Upload Date	Description
OC Budget Amendment	10/7/2019	OC Budget Amendment
Budget Memo Child Support	10/7/2019	Budget Memo Child Support
FNRC HCBS Grant Agreement	10/7/2019	FNRC HCBS Grant Agreement



**Shasta County
Health & Human
Services Agency**

**Business and Support
Services Branch**

Memorandum

To: Shasta County Board of Supervisors
Brian Muir, Auditor-Controller

From: Tracy Tedder, Director, HHSA Business & Support Services

Date: September 27, 2019

Re: Budget Amendment for Opportunity Center (BU 53000)

HHSA is requesting a FY 2019-20 budget amendment for the Opportunity Center (BU 530) to transfer appropriations to the Department of Child Support Services (BU 228) in the amount of \$1,848 for a vehicle. Additionally, HHSA is requesting a FY 2019-20 line budget amendment within the Opportunity Center (BU 530) to transfer appropriations from the capital asset line for 1 Incinerator/Crematory to accommodate the purchase of one Disintegrator, and one exhaust system under Minor Equipment. Finally, the HHSA is requesting to increase revenues by \$184,654 and increase expenditures for Facilities Management charges related to the capital assets purchases by \$17,500 within the Opportunity Center (BU 530) budget due to the new agreement that the department has received with Far Northern Regional Center (HCBS). The budget amendment is going to the Board of Supervisors for consideration on 10/15/19.

Thank you.

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

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

Tracy Tedder, Branch Director
www.shastahhsa.net

County of Shasta

Budget Amendment

Opportunity Center

DEPARTMENT NAME

APPROPRIATIONS

INCREASE <DECREASE>

ORG KEY	ACCOUNT	ACCOUNT DESCRIPTION	BUDGET READS	BUDGET SHOULD READ	AMOUNT OF TRANSFER (+/-)
53000	065039	1 INCINERATOR/CREMATORY	47,000	0	(47,000)
53000	065371	1 DISINTEGRATOR	0	32,000	32,000
53000	035500	MINOR EQUIPMENT	12,000	15,000	3,000
53000	095228	Trans Out DCSS	0	1,848	1,848
53000	033791	CHGS FAC MGMT MAINT STR.	42,941	60,441	17,500
TOTAL					7,348

REVENUE

INCREASE <DECREASE>

ORG KEY	ACCOUNT	ACCOUNT DESCRIPTION	BUDGET READS	BUDGET SHOULD READ	AMOUNT OF TRANSFER (+/-)
53000	682005	FAR NO REGIONAL CONTRACT (HCBS)	0	184,654	184,654
TOTAL					184,654



SHASTA COUNTY


DEPARTMENT OF CHILD SUPPORT SERVICES

Main Office: P.O. Box 994130, Redding, CA 96099-4130 • 1-866-901-3212 • Fax 530-245-6379
Legal Department: P.O. Box 994130, Redding, CA 96099-4130 • Fax: 530-225-5464 • Relay Service, dial 711

Terri Morelock
Director

Memorandum

TO: Brian Muir, Auditor/Controller

FROM: Terri Morelock, Director 

DATE: September 26, 2019

RE: Budget Amendment for Child Support Services

Child Support Services is requesting a budget amendment in the amount of \$1,848 under 22800 800530. HHSA will be purchasing a used vehicle and transferring in appropriations.

HHSA plans to take this before the Board of Supervisors at the October 15th 2019 meeting.

Thank you.

Cc: Julie Hope, Principal Administrative Analyst
Tracy Tedder, Director, HHSA Business & Support Services

County of Shasta

Budget Amendment

Child Support Services

DEPARTMENT NAME

APPROPRIATIONS

INCREASE <DECREASE>

ORG KEY	ACCOUNT	ACCOUNT DESCRIPTION	BUDGET READS	BUDGET SHOULD READ	AMOUNT OF TRANSFER (+/-)
					-
					-
					-
					-
					-
					-
TOTAL					-

REVENUE

INCREASE <DECREASE>

ORG KEY	ACCOUNT	ACCOUNT DESCRIPTION	BUDGET READS	BUDGET SHOULD READ	AMOUNT OF TRANSFER (+/-)
22800	800530	Trans In Opportunity Center	0	1,848	1,848.00
TOTAL					1,848.00

8:11 AM 09/27/2019

Contract No. PS-2351
Vendor No. HF0201
Service Code 954

AGREEMENT
between
FAR NORTHERN REGIONAL CENTER
and
THE COUNTY OF SHASTA, THROUGH ITS HEALTH AND HUMAN SERVICES AGENCY,
REGIONAL SERVICES BRANCH, OPPORTUNITY CENTER
* * *

This agreement is made by and between **FAR NORTHERN REGIONAL CENTER**, hereafter referred to as "FNRC" and the **COUNTY OF SHASTA, A POLITICAL SUBDIVISION OF THE STATE OF CALIFORNIA, THROUGH ITS HEALTH AND HUMAN SERVICES AGENCY, REGIONAL SERVICES BRANCH, OPPORTUNITY CENTER**, hereafter referred to as "**Contractor**" for the general purpose of providing one-time funding in order to meet the requirements of the Federal Centers for Medicare and Medicaid Services (CMS) Home and Community-Based Services (HCBS) final regulations for FNRC consumers as described herein.

RECITALS

Contractor operates, through its Opportunity Center, a Work Activity Program (Program) that is funded to serve FNRC's adult consumers (Consumers). The Program's primary worksite is located at 1265 Redwood Boulevard, Redding, California.

FNRC is a private, non-profit agency that provides case management services to persons with developmental disabilities in the Counties of Butte, Glenn, Lassen, Modoc, Plumas, Shasta, Siskiyou, Tehama and Trinity.

Contractor provides, through its Program, a variety of habilitation services including supported employment. In order to meet the requirements of the federal Centers for Medicare and Medicaid Services (CMS) Home and Community-Based Services (HCBS) final regulations, FNRC agrees to fund a one-time grant as authorized by the Department of Developmental Services (DDS) as prescribed below.

Subject to the provisions for termination contained herein, the terms of this agreement shall be from July 1, 2019 through June 30, 2020.

The parties mutually agree to the following terms:

I. SERVICES TO BE RENDERED

Contractor shall provide services as outlined in the Home and Community Based Services grant application as approved by the Department of Developmental Services (DDS) in a letter dated May 7, 2019. Services shall include, but not be limited to, staff and consumer development, consumer-centered community integration, volunteerism, vocational skills development, self-advocacy and personal health and wellness opportunities as outlined in **Attachment A**, consisting of three (3) pages, attached and incorporated herein. Up to twelve (12) consumers per day or sixty (60) consumers per week are expected to be served and engage in HCBS compliant community-based activities. Consumers will be served in small groups, not to exceed four (4) individuals in one group or at one event or location that requires working in close proximity to other like programs or groups.

Agr. FNRC.HCBS.1920
2076-37-2019-04
CC: 53000

II. PAYMENT

The maximum amount received by Contractor for the services rendered under this agreement shall not exceed one hundred eighty-four thousand six hundred fifty-four dollars (\$184,654.00) for the life of this contract, as outlined in **Attachment B**, hereto consisting of one (1) page, attached and incorporated herein. FNRC, at its sole discretion, may adjust payment by a commensurate amount if the minimum contract requirements are not being met, specifically, but without limitation, the minimum number of consumers being served.

The monies paid to Contractor shall be the sole compensation for all of Contractor's expenses incurred in the HCBS grant as approved by DDS, including travel and per diem, salary and benefits, supplies, and administrative costs, unless otherwise authorized in writing by FNRC.

If applicable, any and all material modifications funded from regional center dollars must be completed by an appropriately licensed contractor and in conformity with any applicable ordinances as required by regulatory agencies.

III. PUBLICITY ACKNOWLEDGEMENT

Contractor agrees to acknowledge the support and involvement of FNRC in the development and funding of this project. Such recognition is to be included in all publicity releases (including printed or electronic) and printed material produced by the contractor such as annual reports and informational brochures.

IV. BILLING AND REPORTING

FNRC shall reimburse Contractor, in arrears, upon receipt of a written status report and invoice/billing in a manner prescribed by FNRC, stating the contract number. The billing shall be based upon paid receipts from the suppliers of materials and services and shall be included with the bills.

Contractor understands and agrees that upon completion or termination of this agreement, FNRC funding for a subsequent agreement or period, if any, is not guaranteed and that the decision for such funding is within the discretion of FNRC.

There is no provision for the advancement of funds. All payments will be made in arrears based upon actual costs. Payment shall be made by check within approximately ten (10) working days from the close of billing, which is the fifth (5th) day of the month following the month of service (the next working day if the 5th is a weekend or holiday).

In the event Contractor has not achieved the contract goals within the time frame of this agreement, FNRC may withhold final payment of claims pending completion of the project goals. Should the project fail to be developed, FNRC will seek repayment of the funds through the use of any remedy allowed by law.

Final bills pertaining to this agreement must be received by FNRC's Associate Director, Community Services, within sixty (60) days following the end of the contract.

V. PROJECT CHANGES

Contractor shall immediately notify FNRC's Associate Director, Community Services Division, in writing, when any part of the projects becomes inoperative or requires change(s). Contractor may submit a written

request to FNRC for a change(s) in the projects but shall not implement any change(s) prior to written approval in accordance with this agreement.

VI. CONTRACTOR NOT EMPLOYEE OF REGIONAL CENTER

Contractor, its employees, or agents performing under this agreement are not deemed to be employees nor agents of FNRC or the State of California. The above-named Contractor is an independent contractor and is solely responsible for the manner of operation of its business except to the extent as limited by the parties to this agreement. Contractor will not hold itself out as, nor claim to be an officer or employee of FNRC or the State of California by reason hereof and will not make any claim, demand, or application to or for any right or privilege applicable to an officer or employee of FNRC or the State of California, including but not limited to workers' compensation coverage, unemployment insurance benefits, social security benefits, state disability insurance benefits, or retirement membership or credit.

Contractor agrees that while it is performing under this agreement, Contractor and its employees and agents are acting in an independent capacity and not as officers, employees, or agents of the State of California, Department of Developmental Services (DDS) or of FNRC. FNRC shall not be responsible for payments of any kind to any subcontractor and shall have no liability for any actions of any subcontractors. Contractor agrees to be solely responsible for all matters relating to payment of its employees, including compliance with state and federal withholding requirements and all other regulations governing such matters.

VII. INDEMNIFICATION

FNRC agrees to indemnify, defend, and save harmless Contractor, including Contractor's elected officials, officer, agents, volunteers, and employees, against all claims, suits, actions, costs, expenses (including, but not limited to, reasonable attorney's fees of County Counsel and counsel retained by Contractor, expert fees, litigation costs, and investigation costs), damages, judgments, or decrees by reason of any person's or persons' injury, including death, or property (including property of Contractor) being damaged by the negligent acts, willful act, or errors or omissions of FNRC or any of FNRC's subcontractors, any person employed under FNRC, or under any subcontractor, or in any capacity during the progress of the services to be provided under this agreement, except when the injury or loss is caused by the sole negligence or intentional wrongdoing of Contractor.

Contractor agrees to indemnify, defend, and save harmless FNRC and the State of California, including their elected officials, officers, agents, volunteers, and employees, against all claims, suits, actions, costs, expenses (including, but not limited to, reasonable attorney's fees, expert fees, litigation costs, and investigation costs), damages, judgments, or decrees by reason of any person's or persons' injury, including death, or property (including property of FNRC and the State of California) being damaged by the negligent acts, willful act, or errors or omissions of Contractor or any of Contractor's subcontractors, any person employed under Contractor, or under any subcontractor, or in any capacity during the progress of the services to be provided under this agreement, except when the injury or loss is caused by the sole negligence or intentional wrongdoing of FNRC or the State of California.

VIII. INSURANCE

FNRC understands, acknowledges, agrees, and Contractor warrants it is self-insured with respect to its automobile and general liability exposures and shall remain self-insured throughout the term of this agreement. At the written request of FNRC, Contractor shall provide to FNRC a certificate of self-insurance.

Contractor shall, at all times, maintain workers' compensation insurance covering all persons providing services under this agreement.

The limits of Contractor's insurance coverage shall not be construed as limiting in any manner any obligation assumed by Contractor in its performance under this agreement.

IX. NON-ASSIGNABILITY OF CLAIMS

No claim arising under this agreement shall be transferred or assigned by Contractor without the prior written consent of the FNRC Executive Director or Associate Director, Administrative Services.

X. SUBCONTRACTING

Contractor shall not assign, transfer, or subcontract any of its rights, burdens, duties or obligations under this agreement without prior written permission of FNRC. FNRC shall not be responsible for any payments of any kind directly to any subcontractors under any circumstances, and shall not have any liability for any actions of any subcontractor.

XI. RECORD KEEPING AND AUDIT

Contractor shall maintain all books, records, documents and other evidence pertaining to all income, expenses, and services relating to and/or affecting the performance of this agreement and retain the same for a minimum of five (5) years from the completion or termination of this agreement. Pursuant to Title 17, California Code of Regulations, section 50610, all records are subject to review and/or audit by FNRC, Department of Developmental Services, or their representatives for a minimum period of three (3) years from the date of the final payment for the state fiscal year or until audit findings have been resolved, whichever is longer. Contractor shall retain those service records required for audit pursuant to Title 17, California Code of Regulations, section 50604.

Contractor shall accept financial liability for any audit findings and/or recommendations disclosed by audit and promptly repay amounts owed unless appealed and liquidation is stayed pursuant to Title 17, California Code of Regulations, section 50705.

Contractor agrees to utilize and be bound by Title 17, California Code of Regulations, Sections 50700, et seq. should Contractor elect to appeal any audit findings and/or recommendations.

Contractor shall render services in accordance with the applicable provisions of federal and California laws, including Welfare and Institutions Code sections 4500, et seq., and regulations promulgated thereunder including Title 17, California Code of Regulations, commencing at section 50601. The terms of this agreement shall not be construed to excuse compliance with existing statutes or regulations. Contractor shall comply with contract requirements and Service Provider Accountability Regulations contained in Title 17, California Code of Regulations, sections 50601 through 50612.

XII. REQUIREMENTS FOR INDEPENDENT AUDIT OR REVIEW OF FINANCIAL STATEMENTS

As applicable, contractor agrees to comply with the provisions of Welfare & Institutions Code Section 4652.5, requiring covered entities receiving payments from one or more regional centers (collectively) to contract with an independent accounting firm for an audit or review of its financial statements when the amount received during its fiscal year is equal to or more than \$500,000.00 but less than \$2,000,000.00. When during its fiscal year the payments received total \$2,000,000.00 or more, then an independent audit is required. Should contractor be required to obtain either an audit or review of its financial statements, then FNRC shall be provided a copy of the independent audit or independent review report and accompanying management letter, if any, within nine (9) months of the end of the fiscal year for the contractor.

Contractor shall be subject to sanctions for failure to comply with this provision as required.

XIII. GOVERNING LAW

It is the intention of the parties that the laws of the State of California and any applicable federal regulations shall govern the validity of this agreement, the construction of its terms, and the interpretation of the rights and duties of the parties.

It is understood that execution of any amendment or modification to this agreement shall comply with the requirements of all applicable statutes and regulations. It is additionally understood that nothing in the terms of this agreement shall be construed to excuse compliance with existing statutes or regulations.

XIV. SEVERABILITY

If any provision of this agreement is held to be inoperative, unenforceable or otherwise invalid, the remaining provisions hereof shall be carried into effect without regard to such inoperative, unenforceable or otherwise invalid provision. If any provision is held to be inoperative, unenforceable or otherwise invalid with respect to particular circumstances, it shall nevertheless remain in full force and effect in all other circumstances.

XV. TERMINATION

FNRC may terminate this agreement in accordance with Title 17, CCR, Section 50611, and/or Welfare and Institutions Code Section 4648.1, if Contractor has not complied with provisions of this agreement, the terms of the purchase of service authorization, applicable federal and state regulations, or statutes governing the service program and/or provision of services to persons with developmental disabilities, is guilty of gross carelessness or misconduct, unjustifiably neglects its duties under this agreement, or acts in any way that has a direct, substantial, and adverse effect on FNRC or any FNRC consumer(s). Unless excused by emergency or applicable court order, FNRC shall, if it determines such a situation exists, convey to the service provider such termination thirty (30) days in advance of payment and/or contract termination in a form of notice in compliance with Title 17, CCR, Section 50611(b), together with the basis of settlement or cure, if applicable.

Termination without cause by either party may occur, provided: the parties to the agreement mutually agree to the termination; or the party initiating the termination gives at least 60 days' advanced written notice of the intention to terminate. Upon termination of the agreement, Contractor shall immediately cease providing services to, and remove any service staff from, any location where services covered by the agreement were taking place.

If this agreement is terminated, FNRC shall be liable only for payment in accordance with the terms of this agreement for services rendered prior to the effective date of termination.

XVI. BUDGET AND FISCAL PROVISIONS AND TERMINATION IN THE EVENT OF NON-APPROPRIATION

This agreement is subject to the budget and fiscal provisions of FNRC's contract with the Department of Developmental Services. Payments made by FNRC for services rendered by Contractor hereunder are subject to and dependent upon sufficient funds being appropriated by the State of California and distributed to FNRC during the fiscal years covered by this agreement. It is anticipated that FNRC will receive sufficient appropriations for payments to be made in the current fiscal year. However, if sufficient funds are not appropriated by the California Legislature, or if FNRC's contract with the Department of Developmental Services is terminated or modified, such that FNRC determines that it is in its best interests to discontinue or reduce the services which are the subject of this agreement, then the affected service shall be terminated or modified upon 30 days' written notice to Contractor. This provision controls against any and all other provisions of this agreement.

XVII. NONDISCRIMINATION CLAUSE

During the performance of this agreement, Contractor and its subcontractors shall not unlawfully discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, age (over 40) or sex. Contractor and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free of such discrimination. Contractor and subcontractors shall comply with the provisions of the Fair Employment and

Housing Act (Gov. Code, Section 12900, et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code sections 12900-12996 are incorporated into this agreement by reference and made a part hereof as if set forth in full. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the agreement.

XVIII. COMPLIANCE WITH ORDER OF FEDERAL NATIONAL LABOR RELATIONS BOARD

By executing this contract, Contractor swears under penalty of perjury that no more than one final unappealable finding of contempt of court by a federal court has been issued against Contractor within the two-year period immediately preceding the commencement date of this contract because of Contractor's failure to comply with a federal court ordering Contractor to comply with an order of a Federal National Labor Relations Board. FNRC may rescind any contract in which Contractor falsely swears to the truth of the above statement.

XIX. CONSUMER GRIEVANCES

Contractor agrees to adopt and periodically review a written internal procedure to resolve consumer grievances pursuant to Welfare and Institutions Code Section 4705.

XX. ZERO TOLERANCE POLICY

Contractor shall adopt a zero tolerance policy regarding suspected or reported consumer abuse or neglect in connection with the provision of services set forth in this agreement. Failure to report as mandated by law or to take action to protect against abuse or neglect of consumers while providing services in accordance with this agreement may result in sanctions up to and including removal from the list of authorized regional center service providers.

XXI. NOTIFICATION OF BREACHES OF CONFIDENTIAL CONSUMER INFORMATION

Contractor shall maintain as confidential all personal and sensitive consumer information obtained as a result of providing services in accordance with this agreement. In the event contractor becomes aware of any unauthorized disclosure or potential disclosure of confidential consumer information obtained as a result of providing services in accordance with this agreement, it shall promptly report the same to FNRC.

XXII. FUNDING OUT CLAUSE

It is mutually understood that this agreement and any future agreements may be written and executed prior to the start of the affected fiscal year (July 1) for the mutual benefit of both parties in order to avoid program and fiscal delays. It is mutually agreed that when the Budget Act, as enacted by the California Legislature, for the affected fiscal year does not appropriate sufficient funds as determined by FNRC for the agreement, the agreement shall be invalid and of no further force and effect.

XXIII. SCOPE OF AGREEMENT

This agreement constitutes the entire agreement between the parties, pertaining to the subject matter contained herein and supersedes all prior agreements, representation, and understandings of the parties, either oral or written. No supplement, modification, or amendment to this agreement shall be binding unless executed in writing by all the parties.

XIV. ATTORNEY'S FEES

In the event of litigation over the interpretation or enforcement of this agreement, the prevailing party shall, in addition to any other relief appropriate, be entitled to reasonable attorney's fees incurred.

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

**COUNTY OF SHASTA, a Political Subdivision of
the STATE OF CALIFORNIA, through its HEALTH
AND HUMAN SERVICES AGENCY, REGIONAL
SERVICES BRANCH, OPPORTUNITY CENTER
CONTRACTOR**

P.O. Box 496005
Redding, CA 96049-6005

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 9/13/19
Alan B. Cox
Deputy County Counsel

RISK MANAGEMENT APPROVAL

By: James Johnson 09/13/19
James Johnson
Risk Management Analyst

IT Approved:

Thomas Schreiber 10-2-2019
Thomas Schreiber, CIO

FAR NORTHERN REGIONAL CENTER
P. O. Box 492418
Redding, CA 96049-2418

Date: 9/17/19

Melissa Gruhler
MELISSA GRUHLER
Executive Director

Contract No. PS-2139
Vendor No. HF0201
Service Code 954

ATTACHMENT A

Vendor and vendor number	Shasta County Opportunity Center Vendor #HF0201
Primary regional center	Far Northern Regional Services
Service type	Work Activity Program
Service Code	954
Number of consumers currently serving and current staff to consumer ration.	The Work Activity Program currently has 60 consumers with a 1:8 ratio.
Have you or the organization you work with been a past recipient of HCBS Funding?	Yes
Please provide a brief description of the service/setting that includes what a typical date consists of and how services are currently provided; include barriers to compliance with the HCBS rules.	The Shasta County Opportunity Center Work Activity Program currently has seven staff responsible for 60 on-site clients who perform assembly, packaging, and shredding services. Barriers to compliance include insufficient resources, equipment, and qualified staff to teach self-advocacy, health and wellness, community service and vocational training so clients will be engaged in meaningful community activities that are compliant with HCBS.
Identify which HCBS federal requirements this concept addresses that are currently out of compliance.	Federal requirements #1 and #2 are not currently compliant. HCBS funding is needed to provide resources and specialized staff that can engage clients in self-advocacy, health and wellness, community service and vocational training activities in community settings.
Narrative/description of concept; include justification for the funding request and explain how the concept would achieve proposed outcomes.	The current Work Activity Program is not compliant with being integrated in the community. To meet this requirement, we are actively working with FNRC to change the program to a community integration program model. Small groups of clients will be transported out of the Opportunity Center to perform meaningful self-advocacy, health and wellness, community service and vocational training activities in the community. The current staff to client ratio for our WAP program is 1:8 and HCBS funding will provide resources, equipment and specialized staff so community activities will be provided at a ratio of no greater than 1:4. HCBS grant funding will provide resources for: <u>Community Service Volunteer Teams</u> – Clients will assist during local civic events and associated informational booths.

	<p>Clients will be engaged in civic activities with local nonprofit organizations that serve our community.</p> <p><u>Vocational Training</u> – Client's will learn new skills by participating in community vocational activities with partner programs and service organizations. We will provide TECHNOLOGY training as well as software driven modules for vocational skills building. Some sites also include opportunities for paid work experiences. We will use software programs for self-paced vocational skill building while out in the community, for employment related skills and behaviors. Tablets are used to research employers, employment opportunities and employment requisite skill requirements for desired positions that clients want to build skills for. Clients have identified interest in the growth industry of HIGH-SECURITY secure document destruction which requires incineration. With the purchase and installation of an incinerator clients will be in paid activity as they go to community agencies that have requested bins and they will pick up the bins and deliver them to the incineration site. Clients have also identified MOBILE waterless Car Wash as a paid vocational training activity that equipment is needed for.</p> <p><u>Self-Advocacy Track</u> Client's will increase their skill and knowledge in identifying and accessing local resources. Clients are learning about local services, employers and services. They will interact with community partners who provide resources in helping community members live productive, healthy & meaningful lives. Client's will learn to provide presentations to peers and other service providers about what it means to work and how to use benefit management resources to maximize earnings and benefits. Client topics to peers will include etiquette, appropriate talk/conversation at work, appropriate behavior, and public speaking skills, dress, grooming, and hygiene. Trainings are also geared to facilitate clients' successful integration into the community.</p> <p><u>Health & Wellness Track:</u> Clients will participate in vegetable gardening, smoking cessation events and hygiene classes. We are working on partnerships with Connected Living, the Supplemental Nutritional Assistance Program (SNAP -CalFresh in California) and the YMCA for more Health and Wellness activities. We are working with the local Women, Infants and Children program (WIC). The WIC program promotes healthy eating habits and provides multiple channels of community education promoting nutrition. HCBS purchased equipment will be used to facilitate health and wellness activities in the community.</p>														
<p>Estimated budget; identify all major costs and benchmarks</p>	<p>Resources needed:</p> <table border="1"> <thead> <tr> <th>Projected Cost</th><th>Description</th></tr> </thead> <tbody> <tr> <td>\$117,310.00</td><td>Self-Advocacy and Health and Wellness trained staff (2 Employment Services Instructors funded for 1 year). Cost includes wages and benefits.</td></tr> <tr> <td>\$40,000.00</td><td>Equipment, supplies and service charges for community based activities and tracks including High-Security document destruction equipment for community based shredding service</td></tr> <tr> <td>\$5,000.00</td><td>Equipment, supplies and service charges to provide community based car wash and property beautification services.</td></tr> <tr> <td>\$17,344.00</td><td>Cloud based Case Management & Department of Labor compliant Client Payroll system (VERTEX) to provide services in a community setting while allowing real time access by staff to secured case information, case plans & provide ability to enter data in a HIPAA compliant system within the community setting. Training Software: Reliant Learning software for providing the developmentally disabled population specific courses to staff and clients within an integrated community setting.</td></tr> <tr> <td>\$5,000.00</td><td>Vocational training equipment including 4 iPads and 2 MS Surface Pros with protective covers and chargers to access training software in the community and participate in community employment preparation activities.</td></tr> <tr> <td>\$184,654.00</td><td>Grant approved funding is \$184,654.</td></tr> </tbody> </table>	Projected Cost	Description	\$117,310.00	Self-Advocacy and Health and Wellness trained staff (2 Employment Services Instructors funded for 1 year). Cost includes wages and benefits.	\$40,000.00	Equipment, supplies and service charges for community based activities and tracks including High-Security document destruction equipment for community based shredding service	\$5,000.00	Equipment, supplies and service charges to provide community based car wash and property beautification services.	\$17,344.00	Cloud based Case Management & Department of Labor compliant Client Payroll system (VERTEX) to provide services in a community setting while allowing real time access by staff to secured case information, case plans & provide ability to enter data in a HIPAA compliant system within the community setting. Training Software: Reliant Learning software for providing the developmentally disabled population specific courses to staff and clients within an integrated community setting.	\$5,000.00	Vocational training equipment including 4 iPads and 2 MS Surface Pros with protective covers and chargers to access training software in the community and participate in community employment preparation activities.	\$184,654.00	Grant approved funding is \$184,654.
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\$184,654.00	Grant approved funding is \$184,654.														

Estimated timeline for the project	Project will be implemented within 30 days of fully executed agreement from July 1, 2019 through June 30, 2020
Expected Outcomes	The Work Activity Program will be converted to an HCBS compliant program and all WAP clients will have the opportunity to be engaged in HCBS compliant community based activities. Client input will be used extensively to determine educational progress and preferences for community based learning and activities that provide the best outcomes, including competitive integrated employment.
Project Milestones	Staffing costs will be invoiced monthly. Technology will be purchased via the County I.T. department which complies with State procurement requirements. Technology purchases will be invoiced within 30 days of purchase. A monthly summary of program participants and community based activities will be provided to document progress on multiple tracks including Community Service, Vocational Training, Person Centered Training, Self-Advocacy, and Health & Wellness.

Contract No. PS-2139
Vendor No. HF0201
Service Code 954

ATTACHMENT B

<u>BUDGET ITEM</u>	<u>TOTALS</u>
STAFF WAGES AND BENEFITS	\$117,310.00
Equipment, supplies and service charges for community based activities and tracks including High-Security document destruction equipment for community based shredding service	\$40,000.00
Equipment, supplies and service charges to provide community based car wash and property beautification services.	\$5,000.00
CLOUD BASED LEARNING SOFTWARE	\$17,344.00
Vocational training equipment including 4 iPads and 2 MS Surface Pros with protective covers and chargers to access training software in the community and participate in community employment preparation activities.	\$5,000.00
TOTAL BUDGET	\$184,654.00
MAXIMUM GRANT AMOUNT AS AUTHORIZED BY DDS	\$184,654.00

REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS

BOARD MEETING DATE: October 15, 2019

CATEGORY: Consent - Health and Human Services-7.

SUBJECT:

First Amendment to Agreement with WellSky Corporation to provide a web-based software service know as Homeless Management Information System (HMIS).

DEPARTMENT: Housing and Community Action Programs

Supervisory District No. : All

DEPARTMENT CONTACT: Laura Burch, Director of Housing/Community Action Programs 530-225-5160

STAFF REPORT APPROVED BY: Laura Burch, Director of Housing/Community Action Programs

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

RECOMMENDATION

Approve and authorize the Chairman to sign an amendment, effective date of signing, to the agreement with WellSky Corporation to provide the Homeless Management Information System (HMIS) which eliminates unused software modules, adds proration compensation language, updates the Consultant's contact information, replaces or modifies attachments, reduces maximum compensation from \$277,425 to \$147,788, and reduces the term of the agreement from October 31, 2018 through October 31, 2019, with two automatic one-year renewals to October 31, 2018 through June 30, 2020, with one automatic one-year renewal.

SUMMARY

N/A

DISCUSSION

The NorCal Continuum of Care (COC) is an organization consisting of government agencies, non-profit, faith-based groups, and individuals who have an interest in homeless issues. Communities must operate a COC to establish eligibility with the U.S. Department of Housing and Urban Development (HUD) for COC funding. On October 31, 2017, the County Executive Officer executed an original agreement with Bowman Systems, LLC (Bowman) to purchase 50 licenses. On April 24, 2018, the Board approved an amendment to the contract increasing the license count to 150. The need for HMIS licenses grew substantially through marketing the program and due to funding requirements, by HUD, to enter homeless data into an approved HMIS system. Each agency requesting to purchase an HMIS license was required to enter into a Personal and Sublicense agreement with Shasta County to obtain the Bowman licenses, which expired on October 31, 2018. In September 2018, Bowman changed their name to WellSky Corporation (WellSky). The Board approved the original WellSky agreement on January 8, 2019 to purchase 150 licenses and related support services. This amendment makes several changes such as adding the license cost according to a pro-rated schedule and eliminating unused modules. The amendment will also change the term

of the agreement to align to the County’s fiscal year.

ALTERNATIVES

The Board of Supervisors could decline to approve the recommendation, defer consideration to a future date, or request additional information from staff.

OTHER AGENCY INVOLVEMENT

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

FISCAL IMPACT

The appropriations and revenue associated with the recommendation have been included in the Department’s 2019-20 fiscal year Adopted Budget. The Department receives sufficient revenues from participating members of the COC to fund all but the Department’s costs to support its own use of the HMIS. The Department’s use of its HMIS is funded with the HUD CoC HMIS grant.

ATTACHMENTS:

Description	Upload Date	Description
Wellsky First Amendment	10/10/2019	Wellsky First Amendment

**FIRST AMENDMENT TO THE AGREEMENT BETWEEN
THE COUNTY OF SHASTA AND WELLSKY CORPORATION**

This First Amendment is entered into between the County of Shasta, through its Department of Community Action Agency Programs, a political subdivision of the State of California ("County"), and WellSky Corporation, a New York Corporation ("Consultant") for the purpose of providing Community Services (ServicePoint), a web-based software service associated with and known as homeless management information system (collectively, the "Parties" and individually a "Party").

RECITALS

WHEREAS, County and Consultant have previously entered into an agreement on January 8, 2019 and effective October 31, 2018, ("Original Agreement"); and

WHEREAS, County and Consultant desire to amend the Agreement to reduce training and consulting services, decrease maximum compensation, reduce the total term, update the Consultant's contact information, update Attachment 1 and Attachment 2 for the services to be provided herein.

NOW, THEREFORE, the Agreement is amended as follows:

I. As of the effective date of this First Amendment, Subsections A. of Section 2. RESPONSIBILITIES OF CONSULTANT of the Agreement shall be deleted in its entirety and replaced to read as follows:

Section 2. RESPONSIBILITIES OF CONSULTANT

A. Pursuant to the terms and conditions of this Agreement, Consultant shall:

- (1) Grant and provide County with up to 75 limited term, non-exclusive, non-transferable user licenses for Community Services (ServicePoint) software including the modules ClientPoint, ResourcePoint, ActivityPoint, ShelterPoint, and SkanPoint (collectively Community Services (ServicePoint)). Consultant represents and warrants that it owns Community Services (ServicePoint) and has all rights and authority to provide County with all services and licenses set forth herein.
- (2) Timely perform and provide Support Services set forth in Attachment 1, entitled, "Support Terms," of this Agreement. Attachment 1 is attached and incorporated herein by reference.

- (3) Provide a Community Services (ServicePoint) test site for County to use to train new users during the term of this Agreement.
- (4) Hereby warrant that the Licensed Software, without material error, perform the functions set forth in the Documentation when operated on the Designated Platform in accordance with and during the term of this Agreement. Consultant shall use reasonable efforts to correct promptly any such errors, and such efforts shall be at least as great as Consultant's obligations under the Support Terms set forth in Attachment 1 of this Agreement.
- (5) Provide updates to the Community Services (ServicePoint) software to maintain compliance with all state and federal requirements of HMIS.
- (6) Upon termination of this Agreement and at County request, transfer all data entered into Community Services (ServicePoint) to the County in CSV format at no additional charge. For a maximum period of ninety (90) days after termination County may request a different format, subject to a separate Professional Services engagement mutually agreed to by the Parties.
- (7) Timely provide and perform any and all consulting, services, and work as reasonably necessary to enable County to utilize and maintain an electronic database of characteristic and service needs information of individuals experiencing homelessness or at risk of homelessness; to enable County to comply with any applicable laws, regulations and mandates concerning the HMIS; to enable County to collect client-level data and data on the provision of housing and services to homeless individuals and families and persons at risk of homelessness; and to provide a software solution compliant with HUD's data collection, management, and reporting standards. Any required disruptions to County's operations shall be scheduled in advance where feasible and approved by County.
- (8) EXCEPT AS EXPRESSLY APPROVED HEREIN OR IN AN ORDER FORM, CONSULTANT DISCLAIMS, ALL WARRANTIES, BOTH EXPRESS AND IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE AND MERCHANT-ABILITY, AND ANY WARRANTY OF NON-INFRINGEMENT, OR ANY WARRANTIES ARISING FROM TRADE PRACTICE OR COURSE OF DEALING. CONSULTANT DOES NOT WARRANT THAT THE SERVICES SHALL BE ERROR-

FREE OR UNINTERRUPTED, OR THAT ALL DEFECTS SHALL BE CORRECTED, OR THAT THE LICENSED SOFTWARE OR SERVICES SHALL MEET CUSTOMER'S REQUIREMENTS, PROVIDED HOWEVER THAT AT NO ADDITIONAL COST TO COUNTY, CONSULTANT SHALL PROMPTLY REPAIR, RESOLVE, AND FIX ALL ERRORS CAUSED BY CONSULTANT AND CONSULTANT SHALL TIMELY COMPLY ALL OTHER TERMS AND CONDITIONS SET FORTH HEREIN, INCLUDING BUT NOT LIMITED TO THOSE SET FORTH IN THE "SUPPORT TERMS," WHICH IS ATTACHED AND INCORPORATED HERETO.

II. Section 4. COMPENSATION of the Agreement is amended as of the effective date of this First Amendment to read as follows:

Section 4. COMPENSATION

- A. Consultant shall be paid up to \$84,562 for initial period October 31, 2018 through June 30, 2020 and \$63,225 for renewal period July 1, 2020 through June 30, 2021 for the Services and Licensed Software described in this Agreement, as follows:
 - (1) County shall pay fees as set forth in Attachment 2A, Attachment 2B, and Attachment 2C (WellSky Community Services (Service Point) Pricing Tables).
- B. Community Services Per User Fee - Tier I - Software Maintenance, Enhancement and Customer Support, Hosting, and Reporting [Includes 2 Premium Reporting license and 73 Basic Reporting License]. The \$400.50/license annual fee is pro-rated monthly at \$33.375/license per month.
- C. In no event shall the maximum amount payable under this Agreement exceed \$147,788.
- D. Consultant reserves the right to audit County's use of the Licensed Software and Cloud Services, remotely or on site, at a mutually agreeable time. If County's use is greater than contracted, County shall be invoiced for any unlicensed use (and related support), and the unpaid license and support fees shall be payable in accordance with this Agreement.
- E. Notwithstanding any language to the contrary contained in this Agreement, Consultant's violation or breach of Agreement terms may result in fiscal penalties, Withholding or compensation, or termination of Agreement.

- F. Consultant shall be paid via electronic invoice payment; automated clearing house (ACH), County credit card, or Commerce Bank virtual card. ACH payments require submission of the completed Auditor-Controller ACH/Direct Deposit authorization form with first claim for payment.

III. Section 6. TERM OF AGREEMENT of the Agreement is amended as of the effective date of this First Amendment to read as follows:

Section 6. TERM OF AGREEMENT

The initial term of this Agreement shall commence on October 31, 2018 and shall end June 30, 2020. The term of this Agreement shall be automatically renewed for one 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. For the purposes of this Agreement, the County fiscal year commences on July 1 and ends June 30 of the following year. County shall notify Consultant in writing of such non-appropriation at the earliest possible date.

IV. Section 20. NOTICES of the Agreement is amended as of the effective date of this First Amendment to read as follows:

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

If to County: Director
 Shasta County Department of Housing
 and Community Action Programs

1450 Court Street, Suite 108
Redding, CA 96001
Telephone (530) 225-5160
Fax (530) 225-5178

If to Consultant: General Counsel
WellSky Corporation
11300 Switzer Road
Overland, KS 66210
Telephone (913) 307-1000
Email legalcontracts@wellsky.com

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.

V. Attachment 1 Support Terms, Section 2.2, CONTRACT AND CASE CREATION METHODS of the Agreement is amended as of the effective date of this First Amendment to read as follows:

Section 2.2 CONTACT AND CASE CREATION METHODS

The Consultant Customer Community Portal Team business processes and data recording utilize the support case record. All assistance provided is recorded in the case as it is tracked through the various stages to completion. Consultant advises customers to always create a support case whenever a response is needed from Consultant Customer Community Portal.

Consultant offers three methodologies to create technical support cases:

1. Consultant Customer Community Portal
2. Email – bow-css@wellsky.com
3. Phone Support – 844-213-8780 Ext 3

In all other respects, Attachment 1 Support Terms, as amended, remains in full force and effect.

VI. As of the effective date of this First Amendment, Attachment 2A of the Agreement is in effect October 31, 2018 through October 31, 2019. Thereafter, Attachment 2B shall be in effect November 1, 2019 through June 30, 2020 and Attachment 2C shall be in effect July 1, 2020 through June 30, 2021:

Attachment 2A

WellSky Community Services (ServicePoint)
Agreement period: October 31, 2018-October 31, 2019

A. Current LIVE Site Pricing Table

Item	
ServicePoint – User License	75
ServicePoint – Report User – Premium (AdHoc)	2
ServicePoint - Reporting User - Basic (Report Viewer)	73

Cloud Service Per License Fees			
Quantity	Per License	Item	Annual
75	\$121.50	ServicePoint - Software Maintenance, Enhancement and Customer Support	\$9,112.50
75	\$211.50	ServicePoint - User Hosting Fee	\$15,862.50
2	\$57.60	ServicePoint - Reporting User - Basic (Report Viewer) Fee	\$115.20
73	\$57.60	ServicePoint - Reporting User - Premium (AdHoc) Fee (Two allowed at this rate.)	\$4204.80
75	\$9.90	ServicePoint - Reporting User - Bandwidth Fee	\$742.50
Sub-Total Cloud Service Flat Fee billed Annually			\$30,037.50

Cloud Service Flat Fees			
Quantity	Per Unit	Item	Annual
1	\$3,150.00	ServicePoint – Training Site (non-profit)	\$3,150.00
Sub-Total Cloud Service Flat Fee billed Annually			\$3,150.00
Total Annual Cloud Service Fees			\$33,187.50

B. Optional Purchase Pricing Table

Not currently on LIVE Site

Cloud Service Per Annual Fees			
Quantity	Per License	Item	Annual
75	\$121.50	ServicePoint - Software Maintenance, Enhancement and Customer Support	\$9,112.50
75	\$211.50	ServicePoint - User Hosting Fee	\$15,862.50
2	\$57.60	ServicePoint - Reporting User - Basic (Report Viewer) Fee	\$115.20
73	\$57.60	ServicePoint - Reporting User - Premium (AdHoc) Fee (Two allowed at this rate.)	\$4204.80
75	\$9.90	ServicePoint - Reporting User - Bandwidth Fee	\$742.50
Total Per License Cloud Service Fees Pro-rated and Billed Annually Based on Purchase Date (\$400.50/license/year)			\$30,037.50

Cloud Service Flat Fees			
Quantity	Per Unit	Item	Annual
1	\$5,250.00	ServicePoint Module – CallPoint	\$5,250.00
1	\$5,000.00	ServicePoint Module – Eligibility	\$5,000.00
Total Cloud Service Fees Billed Annually			\$10,250.00

Professional Service One-Time Fees			
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Quantity	Per License	Item	Annual
4	\$1,650.00	Client Services – On-Site Training	\$6,600.00
2	\$2,625.00	Client Services – On-Site Qlik Training	\$5,250.00
1	\$8,750.00	Data Services – Automation of the existing export upload from Spero for preparation to import into ServicePoint (up to 64 hrs.)	\$8,750.00
Total Professional Service One-Time Fees			\$14,000.00

Professional Service Annual Fees			
Quantity	Per Unit	Item	Annual
1	\$5,000.00	Professional Services – Import Manager – Consultation, Management, and Maintenance Services – Weekly Imports for Good News Rescue Mission (Spero) (up to 36 hrs support/year)	\$5,000.00
Total Professional Service Fees Billed Annually			\$5,000.00

Attachment 2B

WellSky Community Services (ServicePoint) Pricing Table			
County of Shasta			
Agreement Period: November 1, 2019 -June 30, 2020 (Partial Year-8 months)			
GP# CAB15953			
Community Services (ServicePoint) License Count Summary			
Item			Qty.
Community Services (ServicePoint) - User License *			75
Community Services (ServicePoint) - Reporting User - Premium (AdHoc) * [Included]			2
Community Services (ServicePoint) - Reporting User - Basic (Report Viewer) * [Included]			73
Cloud Service Per License Fees			
Qty.	Annual Per License Fee	Item	8 months Pro-ration
75	\$400.50	Community Services Per User Fee - Tier I - Software Maintenance, Enhancement and Customer Support, Hosting, and Reporting [Includes 2 Premium Reporting license and 73 Basic Reporting License] The \$400.50/license annual fee is pro-rated monthly at \$33.375/license per month. The pro-rated user fee is \$33.375 x 8 months = \$267.00 per license.	\$20,025.00
Sub-Total Per License Cloud Services Fees (8 months)			\$20,025.00
Cloud Service Flat Fees			
Qty.	Annual Per Unit Fee	Item	8 months Pro-ration
1	\$3,150.00	Community Services (ServicePoint) - Training Site (The \$3,150 annual fee is based on \$262.50/month pro-rated fee.)	\$2,100.00

Sub-Total Cloud Service Flat Fee (8 months)	\$2,100.00
Total 8 months Pro-rated Cloud Service Fees	\$22,125.00

* Unlimited additional user licenses may be added to the system. For additional licenses, the following fees apply.

NOTE: A Basic Reporting License must also be purchased with each Community Services (ServicePoint) License. An additional Premium Reporting License may incur an "Over Allowable Allotment" Fee.

Annual Recurring Cloud Service Fees:

* Community Services Per User Fee - Tier I - Software Maintenance, Enhancement and Customer Support, Hosting, and Reporting: \$400.50/license/year **(Monthly Rate for Pro-ration: \$33.375/license/month)**

* Community Services (ServicePoint) - Reporting User - Premium (AdHoc) Fee (Over Allowable Allotment): \$112.40/license/year **(Monthly Rate for Pro-ration: \$9.37/license/year)**

* Community Services (ServicePoint) - Code Set User ICD/CPT Fee: \$27/license/year **(If applicable)**

PROFESSIONAL SERVICES (NEW FEE SCHEDULE - For Information Only)

Professional Services

Professional Services Onsite Prep, Coordination, Travel and Follow-up Fee (up to 12 hrs.): \$1,650/One-Time Fee

Professional Services - Advanced Reporting On-Site Training Fee: \$2,625/day (minimum 2-days with 30-day notice.)

Professional Services Onsite Consulting: \$1,815/day (minimum 2-days with 30-day notice.)

Professional Services - Remote Consulting Services Fee: \$137.50/hour

Professional Services Onsite Training Fee: \$1,815/day (minimum 2-days with 30-day notice.)

Professional Services Remote Training Hours (Webinar Training): \$220/hour

Data Services

Data Services Hourly Fee: \$137.50/hour

Data Services Hourly Fee: Expedited Fee: \$165/hour

Attachment 2C

WellSky Community Services (ServicePoint) Pricing Table	
County of Shasta	
Agreement Period: July 1, 2020 -June 30, 2021 (Full Contract Year)	
GP# CAB15953	
Forecast Only	
Community Services (ServicePoint) License Count Summary	
Item	
Community Services (ServicePoint) - User License *	75
Community Services (ServicePoint) - Reporting User - Premium (AdHoc) * [Included]	2
Community Services (ServicePoint) - Reporting User - Basic (Report Viewer) * [Included]	73
Cloud Service Per License Fees	

Qty.	Annual Per License Fee	Item	Annual
75	\$400.50	Community Services Per User Fee - Tier I - Software Maintenance, Enhancement and Customer Support, Hosting, and Reporting [Includes 2 Premium Reporting license and 73 Basic Reporting License]	\$30,037.50
Sub-Total Per License Cloud Services Fees billed Annually			\$30,037.50

Cloud Service Flat Fees			
Qty.	Annual Per Unit Fee	Item	Annual
1	\$3,150.00	Community Services (ServicePoint) - Training Site	\$3,150.00
Sub-Total Cloud Service Flat Fee billed Annually			\$3,150.00

Total Annual Cloud Service Fees (Forecast)			\$33,187.50
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* Unlimited additional user licenses may be added to the system. For additional licenses, the following fees apply.

NOTE: A Basic Reporting License must also be purchased with each Community Services (ServicePoint) License. An additional Premium Reporting License may incur an "Over Allowable Allotment" Fee.

Annual Recurring Cloud Service Fees:

* Community Services Per User Fee - Tier I - Software Maintenance, Enhancement and Customer Support, Hosting, and Reporting: \$400.50/license/year (**Monthly Rate for Pro-ration of Add On License: \$33.375/license/month**)

* Community Services (ServicePoint) - Reporting User - Premium (AdHoc) Fee (**Over Allowable Allotment**): \$112.40/license/year (**Monthly Rate for Pro-ration of Add On License: \$9.37/license/year**)

* Community Services (ServicePoint) - Code Set User ICD/CPT Fee: \$27/license/year (**If applicable**)

PROFESSIONAL SERVICES (NEW FEE SCHEDULE - For Information Only)

Professional Services

Professional Services Onsite Prep, Coordination, Travel and Follow-up Fee (up to 12 hrs.): \$1,650/One-Time Fee

Professional Services - Advanced Reporting On-Site Training Fee: \$2,625/day (minimum 2-days with 30-day notice.)

Professional Services Onsite Consulting: \$1,815/day (minimum 2-days with 30-day notice.)

Professional Services - Remote Consulting Services Fee: \$137.50/hour

Professional Services Onsite Training Fee: \$1,815/day (minimum 2-days with 30-day notice.)

Professional Services Remote Training Hours (Webinar Training): \$220/hour

Data Services

Data Services Hourly Fee: \$137.50/hour

Data Services Hourly Fee: Expedited Fee: \$165/hour

VII. **REAFFIRMATION**

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

VIII. **ENTIRE AGREEMENT**

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

IX. **EFFECTIVE DATE**

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

/SIGNATURE PAGE FOLLOWS/

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

COUNTY OF SHASTA

Date: _____


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

 10/6/19
By: Matthew M. McOmber
Senior Deputy County Counsel

RISK MANAGEMENT APPROVAL

By:  10/08/19
James Johnson
Risk Management Analyst III

INFORMATION TECHNOLOGY APPROVAL

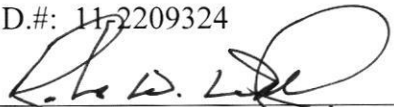
 10-8-2019
By: Tom Schreiber
Chief Information Officer

CONSULTANT

Date: 10/9/2019

By: 
President Robert C. Weber
Tax I.D.#: 11-2209324

Date: 10/9/2019

By: 
Chief Financial Officer
Robert W. Watkins

REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS

BOARD MEETING DATE: October 15, 2019

CATEGORY: Consent - Health and Human Services-8.

SUBJECT:

First Amendment with Plumas Crisis Intervention and Resource Center (PCIRC) Plumas and Sierra Counties Homeless Emergency Aid Program (HEAP) subrecipient agreements.

DEPARTMENT: Housing and Community Action Programs

Supervisory District No. : All

DEPARTMENT CONTACT: Laura Burch, Director of Housing/Community Action Programs 530-225-5160

STAFF REPORT APPROVED BY: Laura Burch, Director of Housing/Community Action Programs

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

RECOMMENDATION

Approve and authorize the Chairman to sign two retroactive amendments, effective July 1, 2019, for Homeless Emergency Aid Program (HEAP) subrecipient agreements, retaining the term July 1, 2019 through June 30, 2021, with: (1) Plumas Crisis Intervention and Resource Center in Plumas County in an amount not to exceed \$196,836.29 changing the funding category from Services: Other than Homeless Youth Set-Aside to eligible activities Capital Improvements in the amount of \$28,395.72 and Rental Assistance or Subsidies in the amount of \$168,440.57; and (2) Plumas Crisis Intervention and Resource Center in Sierra County in an amount not to exceed \$39,270.84 changing the funding category from Services: Other than Homeless Youth Set-Aside to eligible activity Capital Improvements.

SUMMARY

N/A

DISCUSSION

On June 27, 2018, Governor Edmund G. Brown, Jr. authorized Senate Bill 850 to provide direct assistance to cities, counties, and Continuums of Care (CoC's) to address the homelessness crisis throughout California. The allocation of funding criteria was based on the homeless population range from the 2017 Homeless Point In Time Count (PIT) and proportionate share of total homeless population based on the 2017 PIT. For the Redding/Shasta, Siskiyou, Lassen, Plumas, Del Norte, Modoc, and Sierra counties' CoC (NorCal CoC) region, an amount of \$2,695,571.87 was awarded through a non-competitive process.

On June 25, 2019, the Board of Supervisors approved the subrecipient agreement for Homeless Emergency Aid Program (HEAP) funding to provide homeless youth services for the period July 1, 2019 through June 30, 2021 with: (1) Plumas Crisis Intervention and Resource Center in Plumas County in an amount not to exceed \$196,836.29; and (2) Plumas Crisis Intervention and Resource Center in Sierra County in an amount not to exceed \$39,270.84.

Plumas Crisis Intervention and Resource Center submitted a letter to the Shasta County Community Action Agency (SCCAA), the Lead Agency for the NorCal Continuum of Care, requesting a revision to the eligible activities for the HEAP funding allocation for Plumas and Sierra Counties’. The NorCal Continuum of Care Executive Board unanimously voted to approve the request. An amendment to the state funding agreement was filed with the State and approved.

ALTERNATIVES

The Board could choose to not approve the amendments, defer consideration to a future date (though funds must be encumbered by January 1, 2020), or provide alternate direction to staff.

OTHER AGENCY INVOLVEMENT

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

FISCAL IMPACT

HEAP is a state-funded program. No local match is required. The appropriations and revenue associated with the amendments are included in the department’s fiscal year 2019-20 Adopted Budget.

ATTACHMENTS:

Description	Upload Date	Description
First Amendment HEAP PCIRC Sierra	10/8/2019	First Amendment HEAP PCIRC Sierra
First Amendment HEAP PCIRC Plumas	10/8/2019	First Amendment HEAP PCIRC Plumas

**FIRST AMENDMENT TO THE SUBRECIPIENT AGREEMENT BETWEEN
THE COUNTY OF SHASTA AND PLUMAS CRISIS INTERVENTION
AND RESOURCE CENTER IN SIERRA COUNTY**

This First Amendment is entered into between the County of Shasta, through its Department of Community Action Agency Programs, a political subdivision of the State of California ("SCCAA") and Plumas Crisis Intervention and Resource Center in Sierra County ("Subrecipient").

RECITALS

WHEREAS, SCCAA and Subrecipient have previously entered into an agreement on June 25, 2019 and effective July 1, 2019 to provide one-time block grant funding to address the immediate emergency needs of homeless individuals and individuals at imminent risk of homelessness in the service area of the Subrecipient: Other than Homeless Youth Set-Aside. In accordance with the authority cited above, an Application was made by SCCAA on behalf of the Subrecipient for HEAP funds to be allocated for eligible uses under the Grant, which include, but are not limited to, the following: services, rental assistance or subsidies, capital improvements, and homeless youth activities. ("Original Agreement"); and

WHEREAS, SCCAA and Subrecipient desire to amend the Original Agreement to transfer the funding for eligible uses from Other than Homeless Youth Set-Aside to Capital Improvements.

NOW, THEREFORE, the Agreement is amended as follows:

I. Exhibit B., Budget Detail and Payment Provisions, Section 1. Budget Detail, of the Agreement is amended as of the effective date of this First Amendment to read as follows:

1. Budget Detail

The Subrecipient agrees that HEAP funds shall be expended on one-time uses that address immediate homelessness challenges and such funds shall be expended in accordance with the Grant Application, this Agreement, and in accordance with all applicable laws and regulations.

Consistent with the Application submitted by SCCAA in December 2018, SCCAA shall award funds in the form of a Grant for the following eligible activities:

A.	Capital Improvements:	\$ 39,270.84
B.	Services: Other than Homeless Youth Set-Aside	\$ -0-
C.	Rental Assistance or Subsidies:	\$ -0-

D. Homeless Youth Set-Aside: \$ -0-
TOTAL HEAP AWARD AMOUNT: \$ 39,270.84

II. Exhibit E., Subrecipient Request for Funds Form (RFF), BUDGET BREAKDOWN, APPROVED of the Agreement is amended as of the effective date of this First Amendment to read as follows:

BUDGET BREAKDOWN		REQUEST
Proposed	Approved	Draw Amount
Services (-Youth Set-Aside)	\$ -0-	
Rental Assistance or Subsidies	\$ -0-	
Capital Improvements	\$ 39,270.84	
Homeless Youth Set-Aside	\$ -0-	
Administrative Costs	\$ -0-	
Other: _____.		
Other: _____.		
TOTAL	\$ 39,270.84	

III. Exhibit C., Terms and Conditions, adds Section 12. PREVAILING WAGES, as of the effective date of this First Amendment to read as follows:

12. Prevailing Wages

County shall and shall require Subrecipient and Subrecipient's subcontractor(s) performing any Work that constitutes a public works project as defined by California law including, but not limited to, construction, improvement, demolition, alteration, renovation, or repair of a publicly leased or operated building or structure, to comply with all provisions of California law regarding construction that constitutes a public works project. Any agreement between SCCAA, Subrecipient, and a third party for work that constitutes a public works project shall include the following provision:

- A. Subrecipient shall pay, and shall require any subcontractor to pay, not less than the specified prevailing rates of per diem wages to all laborers, workers, and mechanics employed by them in the execution of this Agreement in accordance with the provisions of Article 2 (commencing with section 1770) of Chapter 1 of Part 7 of Division 2 of the Labor Code. Copies of the prevailing rate of per

diem wages are on file at Shasta County's Department of Public Works, located at 1855 Placer Street, Redding, California, and are available to Subrecipient upon request. Subrecipient shall also pay, and shall require each subcontractor to pay, travel and subsistence payments to each laborer, worker, and mechanic needed to execute the work.

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, constitute the entire understanding between SCCAA and Subrecipient.

VI. **EFFECTIVE DATE**

Unless otherwise provided, this First Amendment shall be deemed effective as of July 1, 2019.

[SIGNATURE PAGE FOLLOWS]

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

SCCAA

Date: _____

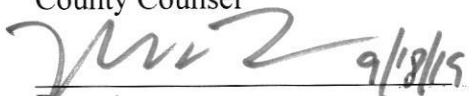
LEONARD MOTY, CHAIRMAN
Board of Supervisors
County of Shasta
State of California

ATTEST:

LAWRENCE G. LEES
Clerk of the Board of Supervisors

By: _____
Deputy

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


 9/18/19

By:


Matthew M. McOmber Senior Deputy County Counsel
--

Date: _____

RISK MANAGEMENT APPROVAL

By:  09/17/19

SUBRECIPEINT

By:  20 Sept 2019
Johanna A. Downey
Executive Director, Plumas Crisis Intervention &
Resource Center in Sierra County

Tax I.D.#: 68-0062136

**FIRST AMENDMENT TO THE SUBRECIPIENT AGREEMENT BETWEEN
THE COUNTY OF SHASTA AND PLUMAS CRISIS INTERVENTION
AND RESOURCE CENTER IN PLUMAS COUNTY**

This First Amendment is entered into between the County of Shasta, through its Department of Community Action Agency Programs, a political subdivision of the State of California ("SCCAA"), and Plumas Crisis Intervention and Resource Center in Plumas County ("Subrecipient").

R E C I T A L S

WHEREAS, SCCAA and Subrecipient have previously entered into an Agreement on June 25, 2019 and effective July 1, 2019 to provide one-time block grant funding to address the immediate emergency needs of homeless individuals and individuals at imminent risk of homelessness in the service area of the Subrecipient. In accordance with the authority cited above, an Application was made by SCCAA on behalf of the Subrecipient for HEAP funds to be allocated for eligible uses under the grant, which include, but are not limited to, the following: services, rental assistance or subsidies, capital improvements, and homeless youth activities. ("Original Agreement"); and

WHEREAS, SCCAA and Subrecipient desire to amend the Original Agreement to add the eligible use capital improvements, and rental assistance or subsidies.

NOW, THEREFORE, the Agreement is amended as follows:

I. Exhibit B. Section 1. **Budget Detail** of the Agreement is amended as of the effective date of this First Amendment to read as follows:

1. Budget Detail

The Subrecipient agrees that HEAP funds shall be expended on one-time uses that address immediate homelessness challenges and such funds shall be expended in accordance with the Grant Application, this Agreement, and in accordance with all applicable laws and regulations.

Consistent with the Application submitted by SCCAA in December 2018, SCCAA shall award funds in the form of a Grant for the following eligible activities:

A.	Capital Improvements:	\$ 28,395.72
B.	Services: Other than Homeless Youth Set-Aside	\$ -0-
C.	Rental Assistance or Subsidies:	\$ 168,440.57

D. Homeless Youth Set-Aside: \$ -0-

TOTAL HEAP AWARD AMOUNT: \$ 196,836.29

II. Exhibit E. Subrecipient Request for Funds Form (RFF), BUDGET BREAKDOWN, APPROVED of the Agreement is amended as of the effective date of this First Amendment to read as follows:

BUDGET BREAKDOWN		REQUEST
Proposed	Approved	Draw Amount
Services (-Youth Set-Aside)	\$ -0-	
Rental Assistance or Subsidies	\$ 168,440.57	
Capital Improvements	\$ 28,395.72	
Homeless Youth Set-Aside	\$ -0-	
Administrative Costs	\$ -0-	
Other: _____.		
Other: _____.		
TOTAL	\$ 196,836.29	

III. Exhibit C., Terms and Conditions, adds Section 12. PREVAILING WAGES, as of the effective date of this First Amendment to read as follows:

12. Prevailing Wages

SCCAA shall and shall require Subrecipient and Subrecipient's subcontractor(s) performing any Work that constitutes a public works project as defined by California law including, but not limited to, construction, improvement, demolition, alteration, renovation, or repair of a publicly leased or operated building or structure, to comply with all provisions of California law regarding construction that constitutes a public works project. Any agreement between SCCAA, Subrecipient, and a third party for Work that constitutes a public works project shall include the following provision:

A. Subrecipient shall pay, and shall require any subcontractor to pay, not less than the specified prevailing rates of per diem wages to all laborers, workers, and mechanics employed by them in the execution of this Agreement in accordance

with the provisions of Article 2 (commencing with section 1770) of Chapter 1 of Part 7 of Division 2 of the Labor Code. Copies of the prevailing rate of per diem wages are on file at Shasta County's Department of Public Works, located at 1855 Placer Street, Redding, California, and are available to Subrecipient upon request. Subrecipient shall also pay, and shall require each subcontractor to pay, travel and subsistence payments to each laborer, worker, and mechanic needed to execute the work.

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, constitute the entire understanding between SCCAA and Subrecipient.

VI. **EFFECTIVE DATE**

Unless otherwise provided, this First Amendment shall be deemed effective as of July 1, 2019.

/SIGNATURE PAGE FOLLOWS]*

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

SCCAA

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

 9/18/19
By:

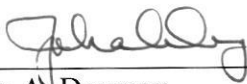
Matthew M. McOmber Senior Deputy County Counsel
--

RISK MANAGEMENT APPROVAL

By:  09/17/19

SUBRECIPEINT

Date: _____

By:  20 Sept 2019
Johanna A. Downey
Executive Director, Plumas Crisis Intervention &
Resource Center in Plumas County

Tax I.D.#: 68-0062136

REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS

BOARD MEETING DATE: October 15, 2019

CATEGORY: Consent - Health and Human Services-9.

SUBJECT:

Homeless Emergency Aid Program (HEAP) subrecipient agreement for Siskiyou Community Resource Collaborative.

DEPARTMENT: Housing and Community Action Programs

Supervisory District No. : All

DEPARTMENT CONTACT: Laura Burch, Director of Housing/Community Action Programs 530-225-5160

STAFF REPORT APPROVED BY: Laura Burch, Director of Housing/Community Action Programs

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

RECOMMENDATION

Approve and authorize the Chairman to sign a retroactive agreement for Homeless Emergency Aid Program (HEAP) funding with Siskiyou Community Resource Collaborative in an amount not to exceed \$43,857.51 to provide Services: Other than Homeless Youth Set-Aside and Rental Assistance or Subsidies for the period July 1, 2019 through June 30, 2021.

SUMMARY

N/A

DISCUSSION

On June 27, 2018, Governor Edmund G. Brown, Jr. authorized Senate Bill 850 to provide direct assistance to cities, counties, and Continuums of Care (CoC's) to address the homelessness crisis throughout California. The allocation of funding criteria was based on the homeless population range from the 2017 Homeless Point In Time Count (PIT) and proportionate share of total homeless population based on the 2017 PIT. For the Redding/Shasta, Siskiyou, Lassen, Plumas, Del Norte, Modoc, and Sierra counties' CoC (NorCal CoC) region, an amount of \$2,695,571.87 was awarded through a non-competitive process. A regional competitive Notice of Funding Availability was distributed to the CoC region on September 26, 2018. The CoC Executive Board approved a county allocation using a methodology that was fair and equitable to all counties. Fifteen applications requesting \$7,496,886 were received from the seven-county region. Through a rating and ranking committee process, applications were awarded in each of the seven counties and an additional application in Shasta County was awarded to allocate Homeless Youth Set-Aside funds. Eligible uses of funds include emergency shelter, transitional housing, small/tiny homes, street outreach, navigation services, rental assistance, eviction prevention and programs to meet the needs of homeless youth or youth at risk of homelessness. Two counties propose to use funds for capital improvement projects, two propose to fund rental assistance, and three propose to fund services such as street outreach. Siskiyou Community Resource Collaborative plans to use the funds towards providing outreach services for food, shelter, clothing, and other resources at five Family Resource Centers in Siskiyou County. They also plan to use funding to provide rental, utility assistance, and assistance

with security deposits for individuals in Weed, Mount Shasta, Yreka, Montague, and Dunsmuir.

ALTERNATIVES

The Board could choose to not approve the agreement, defer consideration to a future date (though funds must be encumbered by January 1, 2020), or provide alternate direction to staff.

OTHER AGENCY INVOLVEMENT

County Counsel approved the agreement as to form. Risk Management has approved the agreement. The County Administrative Office has reviewed the recommendation. The NorCal COC supports the recommendation.

FISCAL IMPACT

HEAP is a state-funded program. No local match is required. Appropriations and funds associated with the recommendation were included in the departments fiscal year 2019-20 Adopted Budget.

ATTACHMENTS:

Description	Upload Date	Description
HEAP Subrecipient Agreement	10/8/2019	HEAP Subrecipient Agreement

SUBRECIPIENT AGREEMENT
Between
SHASTA COUNTY THROUGH ITS COMMUNITY ACTION AGENCY
and
SISKIYOU COMMUNITY RESOURCE COLLABORATIVE

This Subrecipient Agreement is entered into between the County of Shasta, through its Housing and Community Action Agency, a political subdivision of the State of California ("SCCAA") and the subrecipient named below.

The term of this Agreement is: July 1, 2019 through June 30, 2021.

The maximum amount of this Agreement is: \$ 43,857.51

The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made as part of the Agreement:

Exhibit A:	Authority, Purpose, and Scope of Work	3 pages
Exhibit B:	Budget Detail and Payment Provisions	3 pages
Exhibit C:	Terms and Conditions	10 pages
Exhibit D:	Special Terms and Conditions (HEAP)	1 page
Exhibit E:	Special Terms and Conditions (SCCAA)	8 pages

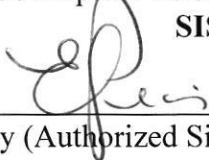
TOTAL NUMBER OF PAGES ATTACHED: 25 pages

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

SUBRECIPIENT SISKIYOU COMMUNITY RESOURCE COLLABORATIVE	
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Subrecipient's Name:

SISKIYOU COMMUNITY RESOURCE COLLABORATIVE



By (Authorized Signature)

9-25-19
Date Signed

ED PECIS, BOARD PRESIDENT
Printed Name and Title of Person Signing

201 BROADWAY, YREKA CA 96097
Address

SHASTA COUNTY COMMUNITY ACTION AGENCY

By (Authorized Signature)

Date Signed

Leonard F. Moty, Chairman

Printed Name and Title of Person Signing

1450 Court Street Suite 308 B, Redding, CA 96001
Address

SUBRECIPIENT AGREEMENT**EXHIBIT A****Authority, Purpose, and Scope of Work**
Homeless Emergency Aid Program (HEAP)**1. Authority**

Pursuant to Chapter 5 (commencing with Section 50210) of Part 1 of Division 31 of the Health and Safety Code, and all other relevant provisions established under Senate Bill ("SB") 850 (Chapter 48, Statutes of 2018), the State has established the Homeless Emergency Aid Program ("HEAP" or "the Program" or "the grant"). The Program is administered by the California Homeless Coordinating and Financing Council ("Council") in the Business, Consumer Services and Housing Agency ("BCSH"). Shasta County Community Action Agency ("SCCAA") is the recognized Administrative Entity as provided for by HEAP and defined in the September 5, 2018 HEAP Notice of Funding Availability (NOFA) to address immediate homelessness challenges. This Subrecipient Agreement along with all its exhibits ("Agreement") is entered into by SCCAA and the Subrecipient under the authority of, and in furtherance of the purpose of, the Program. Subrecipient acknowledges and understands that SCCAA has entered into a Standard Agreement with BCSH (Agreement Number 18-HEAP-00053, Registration Number CA-516). In signing this Agreement and thereby accepting this award of funds, the Subrecipient agrees to comply with the terms and conditions of the Agreement; the Notice of Funding Availability ("NOFA") under which SCCAA applied for HEAP grant funding jointly on behalf of Shasta County, the Subrecipient and other local agencies; the representations contained in the SCCAA's application; and the requirements of the authority cited above.

2. Purpose

The general purpose of the Program is to pass through one-time block grant funding to address the immediate emergency needs of homeless individuals and individuals at imminent risk of homelessness in the service area of the Subrecipient. In accordance with the authority cited above, an application was made by SCCAA on behalf of the Subrecipient for HEAP funds to be allocated for eligible uses under the grant, which include, but are not limited to, the following: services, rental assistance or subsidies, capital improvements and homeless youth activities.

3. Definitions

Terms herein shall have the same meaning as the definitions set forth in the HEAP NOFA.

4. Scope of Work

The Scope of Work ("Work") for this Agreement shall include one-time uses that are consistent with Chapter 5 (commencing with Section 50210) of Part 1 of Division 31 of the Health and Safety Code, and all other relevant provisions established under SB 850 (Chapter 48, Statutes of 2018), for eligible uses.

Subrecipients' Initials



**SUBRECIPIENT AGREEMENT
EXHIBIT A**

5. Agency Contract Coordinator

The SCCAA's Contract Coordinator for this Agreement is the SCCAA Director ("Director") or designee. Unless otherwise instructed, any notice, report or other communication requiring Subrecipient signature for this Agreement shall be mailed by first class mail to the SCCAA Director at the following address:

Shasta County Housing and Community Action Agency Programs Director
1450 Court Street, Suite 108
Redding, CA 96001
lburch@co.shasta.ca.us

6. Subrecipients Contract Coordinator

The Subrecipients Contract Coordinator ("Authorized Representative") for this Agreement is listed below. Unless otherwise informed, any notice, report or other communication required by this Agreement will be mailed by first class mail to the Subrecipients' Contract Coordinator at the following address:

Subrecipients' Authorized Representative Name:	Michelle O'Gorman Executive Director, Siskiyou Community Resource Collaborative
Address:	201 South Broadway Street Yreka, CA 96097
Phone:	530-842-1313
Email:	mogorman511@yahoo.com

7. Effective Date, Term of Agreement, and Deadlines

- A. This Agreement is effective upon approval by both SCCAA and Subrecipient as listed on page one, lower left section, Subrecipient Agreement, and signed by both parties.
- B. All HEAP grant funds must be at least 50 percent contractually obligated by January 1, 2020. One hundred percent of grant funds must be expended by June 30, 2021. Any funds not expended by that date shall be returned to the SCCAA and further returned to BCSH and will then revert to the State General Fund (See Health and Safety Code Section 50215).


Subrecipients' Initials



**SUBRECIPIENT AGREEMENT
EXHIBIT A**

8. Special Conditions

Subrecipient acknowledges and understands that pursuant to Agreement Number 18-HEAP-00053 between SCCAA and the State, the State reserves the right to add any special conditions to its Agreement with SCCAA which the State deems necessary to ensure the goals of the Program are achieved. In the event any such changes are made by the State to its Agreement with SCCAA that necessitate changes to this Subrecipient Agreement, SCCAA reserves the right to add any special conditions to this Agreement it deems necessary to ensure the goals of the Program are achieved.

Subrecipients' Initials 

**SUBRECIPIENT AGREEMENT
EXHIBIT B**

Budget Detail and Payment Provisions

1. Budget Detail

The Subrecipient agrees that HEAP funds shall be expended on one-time uses that address immediate homelessness challenges and such funds shall be expended in accordance with the grant application, this Agreement, and in accordance with all applicable laws, regulations.

Consistent with the application submitted by SCCAA in December 2018, SCCAA shall award funds in the form of a grant for the following eligible activities:

A.	Capital Improvements:	\$ -0-
B.	Services: Other than Homeless Youth Set-Aside	\$ 2,058.00
C.	Rental Assistance or Subsidies:	\$ 41,799.51
D.	Homeless Youth Set-Aside:	\$ -0-
TOTAL HEAP AWARD AMOUNT:		\$ 43,857.51

2. General Conditions Prior to Disbursement

General Requirements – All Subrecipients must submit the following forms prior to HEAP funds being released:


- A. Request for Funds Form (“RFF”); and
- B. Four original copies of the signed Subrecipient Agreement and initialed Exhibits A through E; and
- C. Any other documents, certifications, or evidence requested by SCCAA or otherwise required by the State or by law as part of the HEAP application.

3. Expenditure of Funds

Specific requirements and deadlines for contractually obligating and expending awarded funds are defined in the HEAP statutes; Health and Safety Code Section 50214 and 50215 mandate the following:

- A. One hundred percent of HEAP funds shall be expended by June 30, 2021.
- B. Any funds not expended by June 30, 2021 shall be returned to SCCAA and will then be returned to BCSH and will revert to the State General Fund.

SCCAA staff will provide ongoing technical assistance and training to support Subrecipients in successfully complying with these deadlines.

Subrecipients' Initials 

**SUBRECIPIENT AGREEMENT
EXHIBIT B**

HEAP funds may not be obligated or expended prior to the effective date of this Agreement or prior to Subrecipients receipt of HEAP funds, whichever date is later, even if it is for an eligible use under the statute. Program funds shall be expended in compliance with the requirements set forth in Chapter 5 of Part 1 of Division 31 of the Health and Safety Code and all-over relevant provisions established under SB 850, the NOFA, and this Agreement.

4. Disbursement of Funds

Within 30 days of the effective date of this Agreement, Subrecipient shall submit a valid and correct Request for Funds (Exhibit E) to SCCAA. The Request for Funds must include the proposed activities and amount of funds proposed for expenditure under each eligible use. HEAP funds will be disbursed promptly to the Subrecipient upon receipt, review and approval of a completed and correct Request for Funds by SCCAA. Once the Request for Funds has been received by SCCAA, SCCAA will disburse the HEAP funds to Subrecipient in a single allocation in the amount of \$43,857.51, which amount is one-hundred percent (100%) of the HEAP grant funds allocated and awarded to Subrecipient under the HEAP application submitted by SCCAA on behalf of Subrecipient. In no event shall the maximum amount disbursed to Subrecipient by SCCAA exceed \$43,857.51. Subrecipient shall ensure that HEAP funds are held in an interest-bearing account. All interest earned must be expended on awarded eligible activities.


5. Budget Changes

After the effective date of this Agreement, the Subrecipient agrees that no changes shall be made to the Subrecipients HEAP budget, funded homeless service providers, or eligible activities listed in the RFF without first obtaining approval from SCCAA. Subrecipient further agrees that any such changes shall comply with all applicable laws, rules, applications, and State requirements. Any changes to this Agreement must be requested by the Subrecipient in writing through submission of a Change Request Form. Changes must be approved in writing by SCCAA.

6. Ineligible Costs

HEAP funds shall not be used for costs associated with activities in violation of any law or for any activities not consistent with the intent of the Program and the eligible uses identified in Health and Safety Code Section 50214.


SCCAA reserves the right to request additional information and clarification to determine the reasonableness and eligibility of all costs or expenses to be paid or incurred by Subrecipient with funds made available by this Agreement. If the Subrecipient uses HEAP funds to pay for ineligible activities, the Subrecipient shall be required to reimburse these funds to SCCAA.

Subrecipients' Initials 

- A. An expenditure which is not authorized by this Agreement, or which cannot be adequately documented, shall be disallowed and must be reimbursed to SCCAA by the Subrecipient.
- B. Expenditures for activities not described in Exhibit A or Paragraph 1 above shall be deemed authorized if the activities are consistent with Health and Safety Code Section 50214 and such activities are included in the approved RFF or are approved in writing by SCCAA prior to the expenditure of funds for those activities.
- C. SCCAA, at its sole and reasonable discretion, shall make the final determination regarding allowability of expenditures of HEAP funds.
- D. Program funds shall not be used for overhead or planning activities, including Homeless Management Information Systems or Homelessness Plans.

7. Administrative Costs

- A. Administrative costs are not an eligible expense under this agreement.

Subrecipients' Initials 


SUBRECIPIENT AGREEMENT
EXHIBIT C
Terms and Conditions
Homeless Emergency Aid Program (HEAP)

1. Effective Date, Commencement of Work, and Completion Dates

- A. This Subrecipient Agreement is effective beginning July 1, 2019. Subrecipient agrees that the work shall not commence, nor any costs to be paid with HEAP funds be incurred or obligated by any party, prior to execution of this Agreement by SCCAA and the Subrecipient, or prior to Subrecipients receipt of HEAP funds, whichever date is later. Subrecipient agrees that the work shall be completed by the expenditure date specified in Exhibit A, Paragraph 7.
- B. Subrecipient must contractually obligate no less than fifty percent of HEAP funds by January 1, 2020. One hundred percent of HEAP funds shall be expended by June 30, 2021. Any funds not expended by June 30, 2021 shall be returned to SCCAA and will then be returned to BCSH and revert to the State General Fund. "Obligate" means that the Subrecipient has placed orders, awarded contracts, received services, or entered similar transactions that require payment from the grant amount. "Expended" means all HEAP funds obligated under contract or subcontract have been fully paid and receipted, and no invoices remain outstanding.
- C. Subrecipient agrees that the work shall be completed by the expiration date specified in Exhibit A, Paragraph 7 and that the Scope of Work will be provided for the full term of this Agreement

2. Sufficiency of Funds and Termination

- A. If Subrecipient materially fails to perform Subrecipients' responsibilities under this Agreement to the satisfaction of SCCAA, or if Subrecipient fails to fulfill in a timely and professional manner Subrecipients' responsibilities under this Agreement, or if Subrecipient violates any of the terms or provisions of this Agreement, then SCCAA shall have the right to terminate this Agreement for cause effective immediately upon the SCCAA giving written notice thereof to Subrecipient. If termination for cause is given by SCCAA to Subrecipient and it is later determined that Subrecipient 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. SCCAA may terminate this Agreement without cause on 30 days written notice to Subrecipient.

Subrecipients' Initials 

**SUBRECIPIENT AGREEMENT
EXHIBIT C**

- C. SCCAA may terminate this Agreement immediately upon oral notice should funding cease or be materially decreased during the term of this Agreement.
- D. SCCAA's right to terminate this Agreement may be exercised by the Shasta County Executive Officer, or his/her designee, and/or the Director of Housing and Community Action Agency, or his/her designee.
- E. Should this Agreement be terminated, Subrecipient shall promptly provide to SCCAA any and all finished and unfinished reports, data, studies, photographs, charts, and other documents prepared by Subrecipient pursuant to this Agreement.
- F. If this Agreement is terminated, Subrecipient shall only be paid for services satisfactorily completed and provided prior to the effective date of termination and return all awarded funds not expended on eligible activities within 30 days of termination date including all earned interest.

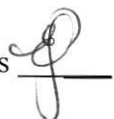
3. Transfers

Subrecipient may not transfer or assign by subcontract or novation, or by any other means, the rights, duties, or performance of this Agreement or any part thereof, except with the prior written approval of SCCAA and a formal amendment to this Agreement to affect such subcontract or novation.

4. Subrecipients' Application for Funds

- A. Subrecipient has submitted to SCCAA an application for HEAP funds to provide urgently needed emergency assistance to homeless people in communities with a declared shelter crisis or applicable waiver as authorized by Health and Safety Code Section 50212(b). Subrecipient is entering into this Agreement on the basis of, and in substantial reliance upon, Subrecipients' facts, information, assertions and representations contained in that Application, and in any subsequent modifications or additions thereto approved by SCCAA. The Application and any approved modifications and additions thereto are hereby incorporated into this Agreement.
- B. Subrecipient warrants that all information, facts, assertions and representations contained in the Application and approved modifications and additions thereto are true, correct, and complete to the best of the Subrecipients' knowledge. In the event that any part of the Application and any approved modification and addition thereto is untrue, incorrect, incomplete, or misleading in such a manner that would substantially affect SCCAA approval, disbursement, or monitoring of the funding and the grants or activities governed by this Agreement, then SCCAA may declare a breach hereof and take such action or pursue such remedies as are provided for breach hereof.

Subrecipients' Initials



**SUBRECIPIENT AGREEMENT
EXHIBIT C**

5. Reporting/Audits

- A. The Subrecipient shall submit Quarterly reports, first quarterly report due October 15, 2019 and quarterly thereafter; and an annual report to SCCAA on forms provided by SCCAA, by December 15, 2019 and December 15, 2020. If the Subrecipient fails to provide such documentation, SCCAA may terminate this Agreement. A final report must be submitted by Subrecipient by September 15, 2021.
- B. The Quarterly reports and annual reports shall contain a detailed report regarding the following:
1. Amount of award with activity (ies).
 2. Contract expenditures.
 3. Unduplicated number of homeless persons or persons at imminent risk of homelessness served.
 4. Number of instances of service (defined in September 5, 2018 HEAP NOFA).
 5. Increases in capacity for new and existing programs.
 6. The number of unsheltered homeless persons becoming sheltered.
 7. The number of homeless persons entering permanent housing.
(May be reflected using a completed Logic Model)
- C. Breakdowns will be expected for each activity (i.e. services, capital improvements, rental assistance, etc.) and program type (i.e. emergency shelter, rapid re-housing, outreach, etc.) for the supplemental reporting requirements listed above when applicable. The same information will also be requested specifically for the following subpopulations, based on priorities defined by the U. S. Department of Housing and Urban Development ("HUD"):
1. Chronically homeless
 2. Homeless veterans
 3. Unaccompanied homeless youth
 4. Homeless persons in families with children
- D. Counts by subpopulation will not be required in cases where that information is unavailable, but it is expected in cases where client information is entered in a Homeless Management System ("HMIS").
- E. The Subrecipient will also be asked to comment on the following:
1. Progress made toward local homelessness goals.
 2. The alignment between HEAP funding programs and "Housing First" principles adopted by the Homeless Coordinating and Financing Council.
 3. Any other effects from HEAP funding that the CoC or large city would like to share (optional).

Subrecipients' Initials



**SUBRECIPIENT AGREEMENT
EXHIBIT C**

- F. SCCAA reserves the right to perform or cause to be performed a financial audit. At SCCAA's request, the Subrecipient shall provide, at its own expense, a financial audit prepared by an independent certified public accountant.
1. If a financial audit is required by SCCAA, the audit shall be performed by an independent certified public accountant.
 2. The Subrecipient shall notify SCCAA of the auditor's name and address immediately after the selection has been made. The contract for the audit shall allow access by SCCAA to the independent auditor's working papers.
 3. The Subrecipient is responsible for the completion of audits and all costs of preparing audits.
 4. If there are audit findings, the Subrecipient must submit a detailed response acceptable to SCCAA for each audit finding within 90 days from the date of the audit finding.

6. Access to Records; Records Retention

- A. SCCAA, federal, and state officials shall have access to any books, documents, papers, and records of Subrecipient that are directly pertinent to the subject matter of this Agreement for the purpose of auditing or examining the activities of Subrecipient or SCCAA. This provision shall survive the termination, expiration, or cancellation of this Agreement.
- B. Subrecipient 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.
- C. Subrecipient agrees to accept responsibility for receiving, replying to, and/or complying with any audit exception by appropriate federal, state, or SCCAA audit directly related to the provisions of this Agreement. Subrecipient agrees to repay SCCAA the full amount of payment received for duplicate billings, erroneous billings, audit exceptions, or false or deceptive claims. Subrecipient agrees that SCCAA 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 Subrecipient.

Subrecipients' Initials



**SUBRECIPIENT AGREEMENT
EXHIBIT C**

7. Retention and Inspection of Records

- A. The Subrecipient agrees that SCCAA or its designee shall have the right to review, obtain, and copy all records and supporting documentation pertaining to performance of this Agreement. The Subcontractor agrees to provide SCCAA or its designee, with any relevant information requested. The Subcontractor agrees to permit SCCAA or its designee access to its premises, upon reasonable notice, during normal business hours for the purpose of interviewing employees who might reasonably have information related to such records and inspecting and copying such books, records, accounts, and other materials that may be relevant to a matter under investigation for the purpose of determining compliance with the Chapter 5 of Part 1 of Division 31 of the Health and Safety Code and all other applicable requirements established under SB 850, HEAP program guidance document published on the website, and this Agreement.
- B. The Subcontractor further agrees to retain all records described in Paragraph A for a minimum period of five years after the termination of this Agreement.
- C. If any litigation, claim, negotiation, audit, monitoring, inspection or other action has been commenced before the expiration of the required record retention period, all records must be retained until completion of the action and resolution of all issues which arise from it.

8. Breach and Remedies

- A. The following shall each constitute a breach of this Agreement:
 - 1. Subrecipients' failure to comply with the terms or conditions of this Agreement.
 - 2. Use of, or permitting the use of, HEAP funds provided under this Agreement for any ineligible activities.
 - 3. Any failure to comply with the deadlines set forth in this Agreement.
- B. In addition to any other remedies that may be available to SCCAA in law or equity for breach of this Agreement, SCCAA may:
 - 1. Bar the Subrecipient from applying for future HEAP funds;
 - 2. Revoke any other existing HEAP award(s) to the Subrecipient;
 - 3. Require the return of any unexpended HEAP funds disbursed under this Agreement;
 - 4. Require repayment of HEAP funds disburse and expended under this Agreement;
 - 5. Require the immediate return to SCCAA of all funds derived from the use of HEAP funds including, but not limited to, recapture funds and returned funds;
 - 6. Seek, in a court of competent jurisdiction, an order for specific performance of the defaulted obligation or the appointment of a receiver to complete the technical assistance in accordance with HEAP requirements; and
 - 7. Seek such other remedies as may be available under this Agreement or any law.

Subrecipients' Initials



**SUBRECIPIENT AGREEMENT
EXHIBIT C**

C. All remedies available to SCCAA are cumulative and not exclusive.

D. SCCAA may give written notice to the Subrecipient to cure the breach or violation within a period of not less than 15 days of the written notice date.

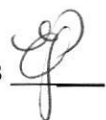
9. Nonassignment of Agreement; Non Waiver

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

10. Compliance with Laws; Non-Discrimination

During the performance of this Agreement, Subrecipient and its subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex (gender), sexual orientation, gender identity, gender expression, race, color, ancestry, religion, creed, national origin (including language use restriction), pregnancy, physical disability (including HIV and AIDS), mental disability, medical condition (cancer/genetic characteristics), age (over 40), genetic information, marital status, military and veteran status, and denial of medical and family care leave or pregnancy disability leave. Subrecipients and subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Subrecipient and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code section 12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, section 7285 et. Seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Subrecipient and its subcontracts shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

Subrecipients' Initials



**SUBRECIPIENT AGREEMENT
EXHIBIT C**

11. Conflict of Interest

All participants are subject to State and Federal conflict of interest laws. Failure to comply with these laws, including business and financial disclosure provisions, will result in the application being rejected and any subsequent contract being declared void. Other legal action may also be taken. Applicable statutes include, but are not limited to, Government Code section 1090 and Public Contract Code, sections 10410 and 10411, for State conflict of interest requirements.

- A. Current State Employees: No State officer or employee shall engage in any employment, activity, or enterprise from which the officer or employee receives compensation or has a financial interest, and which is sponsored or funded by any State agency, unless the employment, activity, or enterprise is required as a condition of regular State employment. No State officer or employee shall contract on his or her own behalf as an independent contractor with any State agency to provide goods or services.
- B. Former State Employees: For the two-year period from the date he or she left State employment, no former State officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements, or any part of the decision-making process relevant to the contract while employed in any capacity by any State agency. For the twelve-month period from the date he or she left the State employment, no former State officer or employee may enter into a contract with any State agency if he or she was employed by that State agency in a policy-making position in the same general subject area as the proposed contract within the twelve-month period prior to this or her leaving State service.
- C. Employees of the Subrecipient: Employees of the Subrecipient shall comply with all applicable provisions of law pertaining to conflicts of interest, including but not limited to any applicable conflict of interest provisions of the California Political Reform Act, Government Code section 87100 et seq.

12. Drug-Free Workplace Certification

Certification of Compliance: By signing this Agreement, Subrecipient, and its subrecipients, hereby certify, under penalty of perjury under the laws of State of California, compliance with the requirements of the Drug-Free Workplace Act of 1990 (Government Code 8350 et seq.) and have or will provide a drug-free workplace by taking the following actions:

- A. Publish a statement notifying employees and subrecipients that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees, contractors, or subrecipients for violations, as required by Government Code section (8355(a)(1).

Subrecipients' Initials



SUBRECIPIENT AGREEMENT

EXHIBIT C

- B. Establish a Drug-Free Awareness Program, as required by Government Code section 8355(a)(2) to inform employees, contractors, or subrecipients about all of the following:
1. The dangers of drug abuse in the workplace;
 2. Subrecipients' policy of maintaining a drug-free workplace;
 3. Any available counseling, rehabilitation, and employee assistance programs; and
 4. Penalties that may be imposed upon employees, contractors, and subrecipients for drug abuse violations.
- C. Provide, as required by Government Code section 8355(a)(3), that every employee and/or subrecipient who works under this Agreement:
1. Will receive a copy of Subrecipients' drug-free policy statement, and
 2. Will agree to abide by terms of Subrecipients' condition of employment or subcontract.

13. Compliance with Child, Family, and Spousal Support Reporting Obligations

- A. Subrecipients' failure to comply with state and federal child, family, and spousal support reporting requirements regarding Subrecipients' 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. Subrecipients' failure to cure such default within 90 days of notice by SCCAA shall be grounds for termination of this Agreement.
- B. For any Contract or Subcontract Agreement in excess of \$100,000, the Subrecipient acknowledges in accordance with Public Contract Code 7110, that:
1. The Subcontractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and
 2. The Subcontractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

Subrecipients' Initials



**SUBRECIPIENT AGREEMENT
EXHIBIT C**

14. Special Conditions – Contractors/Subrecipient

- A. The Subrecipient agrees to comply with all conditions of this Agreement including the Special Conditions set forth in Exhibit D. These conditions shall be met to the satisfaction of SCCAA prior to disbursement of funds. The Subrecipient shall ensure that all of its subrecipients are made aware of and agree to comply with all the conditions of this Agreement and the applicable State requirements governing the use of
- B. HEAP funds. Failure to comply with these conditions may result in termination of this Agreement.
- C. The Agreement between SCCAA and Subrecipient and any of its subrecipients shall require the Subrecipient and its subrecipients, if any, to:
 - 1. Perform the work in accordance with Federal, State, and Local housing and building codes, as applicable.
 - 2. Maintain at least the minimum State-required worker's compensation for those employees who will perform the work or any part of it.
 - 3. Maintain, as required by law, unemployment insurance, disability insurance, and liability insurance in an amount that is reasonable to compensate any person, firm or corporation who may be injured or damaged by the Subrecipient or any of its subrecipient in performing the Work or any part of it.
 - 4. Agree to include all the terms of this Agreement in each subcontract.

15. Compliance with State and Federal Laws, Rules, Guidelines, and Regulations

- A. The Subrecipient agrees to comply with State and Federal laws, rules and regulations that pertain to construction, health and safety, labor, fair employment practices, environmental protection, equal opportunity, fair housing, and all other matters applicable and/or related to the HEAP program, the Subrecipient, its subrecipients and all eligible activities.
- B. Subrecipient shall also be responsible for obtaining any and all permits, licenses, and approvals required for performing any activities under this Agreement, including those necessary to perform design, construction, or operation and maintenance of the activities.
- C. Subrecipient shall be responsible for observing and complying with any applicable federal, state, and local laws, rules or regulations affecting any such work, specifically those including, but not limited to, environmental protection, procurement, and safety laws, rules, regulations, and ordinances. Subrecipient shall provide copies of permits and approvals to SCCAA upon request.

Subrecipients' Initials



**SUBRECIPIENT AGREEMENT
EXHIBIT C**

16. Inspections

- A. Subrecipient shall inspect any work performed hereunder to ensure that the work is being and has been performed in accordance with the applicable Federal, State, and/or local requirements, and this Agreement.
- B. SCCAA reserves the right to inspect any work performed hereunder to ensure that the work is being and has been performed in accordance with the applicable Federal, State, and/or local requirements, and this Agreement.
- C. Subrecipient agrees to require that all work that is determined based on such inspections not to conform to the applicable requirements be corrected and to withhold payments to the Subrecipient or subcontractor until it is corrected.

17. Litigation

- A. If any provision of this Agreement, or an underlying obligation, is held invalid by a court of competent jurisdiction, such invalidity, at the sole discretion of SCCAA, shall not affect any other provisions of this Agreement and the remainder of this Agreement shall remain in full force and effect. Therefore, the provisions of this Agreement are and shall be deemed severable.
- B. The Subrecipient shall notify SCCAA immediately of any claim or action undertaken by or against it, which affects or may affect this Agreement or SCCAA, and shall take such action with respect to the claim or action as is consistent with the terms of this Agreement and the interests of SCCAA.

Subrecipients' Initials

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SUBRECIPIENT AGREEMENT
EXHIBIT D
SPECIAL TERMS AND CONDITIONS
Homeless Emergency Aid Program (HEAP)

1. Special Conditions.

- A. All proceeds from any interest-bearing account established by the Subrecipient for the deposit of HEAP funds, along with any interest-bearing accounts opened by subrecipients to Subrecipient for the deposit of HEAP funds, must be used for HEAP-eligible activities.
- B. Any housing-related activities funded with HEAP funds, including but not limited to, emergency shelter, rapid-rehousing, rental assistance, transitional housing, and permanent supportive housing must be in compliance or otherwise aligned with the Core Components of Housing First, pursuant to Welfare and Institution Code Section 8255(b).
- C. SCCAA agrees to provide Subrecipient access to Homeless Management Information System ("HMIS") with an executed Personal Services and Sublicense Agreement. All client level data must be collected and entered into HMIS for all persons served using HEAP funds. SCCAA may be required to participate in any statewide initiatives as directed by BSCH including but not limited to, a statewide data integration environment.

2. Entire Agreement; Amendments; Headings; Exhibits/Appendices

- A. This Agreement constitutes the entire understanding of the Parties hereto. Subrecipient shall be entitled to no other benefits other than those specified herein. Subrecipient specifically acknowledges that in entering into and executing this Agreement, Subrecipient 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 Subrecipient and SCCAA's Director, provided that the amendment is in substantially the same format as the SCCAA'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.

Subrecipients' Initials



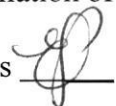
SUBRECIPIENT AGREEMENT
EXHIBIT E
SPECIAL TERMS AND CONDITIONS
SCCAA

1. Employment Status of Subrecipient

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

2. Indemnification

To the fullest extent permitted by law, Subrecipient shall indemnify and hold harmless CAA, 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 Subrecipient, or by any of Subrecipients' subcontractors, any person employed under Subrecipient, or under any subcontractor, or in any capacity, except when the injury or loss is caused by the sole negligence or intentional wrongdoing of CAA. Subrecipient shall also, at Subrecipients' own expense, defend the CAA, its elected officials, officers, employees, agents, and volunteers, against any claim, suit, action, or proceeding brought against CAA, its elected officials, officers, employees, agents, and volunteers, arising from the work or the provision of services undertaken pursuant to this agreement by Subrecipient, or any of Subrecipient subcontractors, any person employed under Subrecipient, or under any Subcontractor, or in any capacity. Subrecipient shall also defend and indemnify CAA 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 CAA with respect to Subrecipients' "independent contractor" status that would establish a liability on CAA 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.

Subrecipients' Initials 

**SUBRECIPIENT AGREEMENT
EXHIBIT E**

3. Insurance Coverage

- A. Without limiting Subrecipients' duties of defense and indemnification, Subrecipient 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 Shasta 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. Subrecipient and any subcontractor shall obtain and maintain continuously required Workers' Compensation and Employer's Liability Insurance to cover Subrecipient, subcontractor, Subrecipients' partner(s), subcontractor's partner(s), Subrecipients' 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 Subrecipient or subcontractor. Each such policy shall be endorsed to state that the Workers' Compensation carrier waives its right of subrogation against *Shasta County, its elected officials, officers, employees, agents, and volunteers* which might arise in connection with this agreement. Subrecipient hereby certifies that Subrecipient 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 Subrecipient shall comply with such provisions before commencing the performance of the work or the provision of services pursuant to this agreement
- C. Subrecipient 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. Subrecipient shall require subcontractors to furnish satisfactory proof to SCCAA that liability and workers' compensation and other required types of insurance have been obtained and are maintained similar to that required of Subrecipient 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 Subrecipient or subcontractor shall be disclosed to and be subject to approval by the Shasta County Risk Manager prior to the effective date of this agreement.

Subrecipients' Initials



- (2) If any insurance coverage required hereunder is provided on a "claims made" rather than "occurrence" form, Subrecipient 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, Subrecipient 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 *Shasta 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) Subrecipient shall provide SCCAA with an endorsement or amendment to Subrecipients' 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, Subrecipient shall provide SCCAA, at least 20 days prior to said expiration date, a new endorsement or policy amendment evidencing insurance coverage as provided for herein

Subrecipients' Initials



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 Subrecipient 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, SSCCAA 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, Subrecipient shall provide SCCAA a certificate of insurance reflecting those limits.
- (8) Any of Subrecipients' Excess Insurance shall contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of Shasta County.

4. Notice of Claim; Applicable Law; Venue


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

5. Performance Standards

Subrecipient shall perform the work or services required by this Agreement in accordance with the industry and/or professional standards applicable to Subrecipients' work or services.

6. Notices

- A. Except as provided in Exhibit C, section 2.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.

Subrecipients' Initials 

If to SCCAA: Director
Shasta County Department of Housing and
Community Action Agency
1450 Court Street, Suite 108
Redding, CA 96001
Telephone (530) 225-5160
Fax (530) 225-5178

If to Subrecipient: Director
Siskiyou Community Resource Collaborative
201 South Broadway Street
Yreka, CA 96097
Telephone (530) 842-1313
Fax (530) 842-1409

- B. Any oral notice authorized by this Agreement shall be given to the persons specified in Section 6.A. above and shall be deemed to be effective immediately.
- C. Unless otherwise stated in this Agreement, any written or oral notices on behalf of the SCCAA as provided for in this Agreement may be executed and/or exercised by the Shasta County Executive Officer.

7. Agreement Preparation

It is agreed and understood by SCCAA and Subrecipient 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.

8. Compliance with Political Reform Act

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

9. Property Taxes

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

Subrecipients' Initials



10. 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 SCCAA 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.

11. 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 SCCAA and be delivered to the SCCAA upon completion of its authorized use pursuant to this Agreement. SCCAA 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 SCCAA without payment of royalty or any other additional compensation. Notwithstanding anything to the contrary contained in this Agreement, Subrecipient shall retain all of Subrecipients' rights in Subrecipients' own proprietary information, including, without limitation, Subrecipients' methodologies and methods of analysis, ideas, concepts, expressions, know how, methods, techniques, skills, knowledge, and experience possessed by Subrecipient prior to, or acquired by Subrecipient during the performance of this Agreement and Subrecipient shall not be restricted in any way with respect thereto.

Signature Page Follows

Subrecipients' Initials

A handwritten signature in black ink, consisting of a stylized 'P' followed by a horizontal line.

IN WITNESS WHEREOF, SCCAA and Subrecipient 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.

SCCAA

Date: _____


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

ATTEST:

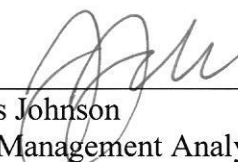
LAWRENCE G. LEES
Clerk of the Board of Supervisors

By: _____
Deputy

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


 9/18/19
By: Matthew McOmber
Senior Deputy County Counsel

RISK MANAGEMENT APPROVAL


By:  09/17/19
James Johnson
Risk Management Analyst III

SUBRECIPIENT

Date: 9-25-19

By: 
Ed Pecis
Siskiyou Community Resource Collaborative
Board President

Tax I.D. #: 68-0191354

Subrecipients' Initials 

**SUBRECIPIENT AGREEMENT
EXHIBIT E**

Shasta County Community Action Agency
1450 Court Street Ste 108
Redding, CA 96001

**HOMELESS EMERGENCY AID PROGRAM
Subrecipient Request for Funds Form (RFF)**

Contract Number: SCCAA HEAP-2019-2 **Expiration Date:** 06/30/2021

Invoice Number:

Subrecipient: Contact Person: Michelle O’Gorman

Contact Person Title: Executive Director of Siskiyou Community

Resource Collaborative

E-Mail: _morgorman511@yahoo.com

Phone Number: 530-842-1313

HOMELESS EMERGENCY AID EXPENDITURES BREAKDOWN

This billing is for the period of _____ to _____.

BUDGET BREAKDOWN		REQUEST
Proposed	Approved	Draw Amount
Services (-Youth Set-Aside)	\$ 2,058.00	
Rental Assistance or Subsidies	\$ 41,799.51	
Capital Improvements	\$ -0-	
Homeless Youth Set-Aside	\$ -0-	
Administrative Costs	\$ -0-	
Other: _____		
Other: _____		
TOTAL	\$ 43,857.51	

CERTIFICATION

"By signing this form, I certify to the best of my knowledge and belief that the form is true, complete, and accurate, and the activities and budget are for the purposes and objectives set forth in the terms and conditions of the HEAP Subrecipient Agreement. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise."

Name of Authorized Person		Date
Signature of Authorized Person		Date
SCCAA Use Only		

SCCAA Authorizing Approval Signature

Date

Subrecipients' Initials



REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS

BOARD MEETING DATE: October 15, 2019

CATEGORY: Consent - Public Works-10.

SUBJECT:

2020 Fleet Vehicle Bids

DEPARTMENT: Public Works
Support Services-Purchasing

Supervisory District No. : All

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

STAFF REPORT APPROVED BY: Pat Minturn, Public Works Director

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

RECOMMENDATION

Approve and authorize: (1) The Support Services Department-Purchasing Unit (County Purchasing) to establish a vehicle price list for the remainder of the Fiscal Year (FY) 2019-20 based on the lowest responsive bids; (2) County Purchasing to award Request for Bid (RFB) No. 20-12 for the purchase of Fleet Vehicles to: (a) Lithia Toyota for 2020 Toyota Corolla compact sedan; and (b) Crown Motors for 2020 Ford Ranger mid-size extended cab trucks and 2020 Dodge Charger Pursuit V6; and (3) Fleet Management to purchase these vehicles for County Departments for the remainder of FY 2019-20.

SUMMARY

Bids have been opened to establish a price list for vehicles to be purchased in FY 2019-20.

DISCUSSION

County Purchasing has issued a Request for Bids (RFBs) to replace worn out vehicles. Four vendors submitted bids for Fleet vehicles (RFB 20-12). Notices of Intent to Award were mailed to all bidders and the 10-day protest period ended on October 7, 2019. The lowest responsive bids are tabulated below. Fleet Management will issue Purchase Orders for individual vehicles if and as they are needed:

RFB	Vendor	Vehicle Bid	Unit Price	Anticipated Quantity
20-12	Lithia Toyota	2020 Toyota Corolla	\$19,494.33	1
20-12	Crown Motors	2020 Dodge Charger Pursuit	\$30,483.00	1
20-12	Crown Motors	2020 Ford Ranger	\$30,192.00	3

ALTERNATIVES

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

OTHER AGENCY INVOLVEMENT

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

FISCAL IMPACT

The Adopted FY 2019-20 Fleet Management Replacement Budget includes sufficient appropriation authority for the activities described in this report. The Fleet Management Replacement Fund is an internal service fund funded solely by departmental charges.

REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS

BOARD MEETING DATE: October 15, 2019

CATEGORY: Consent - Public Works-11.

SUBJECT:

Big Time Pest Control 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 Additional General Fund Impact

RECOMMENDATION

Approve and authorize the Chairman to sign an agreement with Bullert Enterprises, Inc. dba Big Time Pest Control in an amount not to exceed \$150,000 to provide pest control services at County facilities for a three-year term effective date of signing.

SUMMARY

It is recommended that the Board approve a three-year agreement with Big Time Pest Control.

DISCUSSION

The County uses third party pest control services to manage insects and rodents at County owned or leased properties. The County issued a Request for Proposals (RFP) for pest control services. Three proposals were received. The proposal from Big Time Pest Control was the lowest cost of the two responsive proposals.

The Public Works Director may approve minor amendments that do not result in a substantial or functional change to the original intent of the agreement and do not cause an increase to the maximum amount payable under the agreement, provided any 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*.

ALTERNATIVES

The Board may decline to proceed with the agreement at this time. The Board may elect to reissue the RFP or forego pest control.

OTHER AGENCY INVOLVEMENT

Purchasing solicited the RFP. 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.

FISCAL IMPACT

The total annual cost of this agreement is estimated to be \$50,000 per year. Adequate appropriations are included in the Adopted FY 2019/20 Facilities Management Admin budget along with the various benefitting departments.

ATTACHMENTS:

Description	Upload Date	Description
Big Time Pest Control Agreement	9/25/2019	Big Time Pest Control Agreement

**PERSONAL SERVICES AGREEMENT
BETWEEN THE COUNTY OF SHASTA AND BULLERT ENTERPRISES INC., dba
BIG TIME PEST CONTROL**

This agreement is entered into between the County of Shasta, a political subdivision of the State of California through the Facilities Management Division of the Department of Public Works ("County") and Bullert Enterprises Inc. dba Big Time Pest Control ("Consultant") for the purpose of providing pest control services.

Section 1. RESPONSIBILITIES OF CONSULTANT.

- A. Pursuant to the terms and conditions of this agreement, Consultant shall perform monthly scheduled pest control services at the County owned or leased buildings and properties identified in Exhibit A. Pest Control services shall provide an environment free from, but not limited to, the following:
 - Spiders, including the removal of spider webs from outside all buildings above door entrances only.
 - Cockroaches and beetles
 - Crickets and other hoppers
 - Ants (all species), earwigs, and other crawling insects
 - Lice, mites, bed bugs, fleas and other biting insects
 - Flies, moths and other flying insects
 - Weevils and other food pests
 - Mice, rates and other rodents
- B. If placed, rodent traps shall be checked and cleared weekly. Paper insect traps shall be replaced the next service following their placement. County shall be notified of any observed items needing attention, such as removal of rodent feces, dead pests, etc.
- C. All pest control services must be completed to the satisfaction of the Facilities Manager, and shall include "call back" service upon request, to control infestations, should they occur between scheduled services. Consultant shall respond to requests for call back within twenty-four (24) hours.
- D. At County's written direction, respond to requests for pest control services on an "on call" basis. Each purchase order shall include a description of the work to be performed, a not to exceed compensation amount for the assignment, and date by which the work is to be performed. A purchase order number shall be issued prior to the commencement of each "on call" assignment and shall be considered a notice to proceed ("Notice to Proceed") with the work.
- E. A complete service report is required upon completion of each service. Any deficiencies noted during either service or inspection, but not listed in the service report, shall be brought to the attention of the designated contact person or designee who will then take appropriate action to correct such deficiencies. The Service Report must be signed by the designated building representative to verify that the services were delivered. The Service Report should include:

- Building Number, Name, and Address
 - Date and Time of Service
 - Name of Service Technician who provided the service
 - Completed Checklist which summarizes the results of inspections in terms of sanitation, structure, storage practices, etc. observed by the Service Technician
 - Comments and Recommendations
- F. All pesticides applied shall be used and applied in compliance with all laws, rules, and regulations as prescribed by federal, state and local government agencies, and pursuant to the directions on the manufacturer's label. Consultant shall furnish copies of all applicable licenses and certificates upon request by County.
- G. The services to be undertaken by Consultant with regard to this agreement shall include all labor, tools, equipment, parts and materials, supervision, transportation and other incidentals required to effectively provide pest control services to the satisfaction of the County.
- H. In no event shall the total sum payable for all assignments exceed the amount set forth in section 3 of this agreement.

Safety:

- A. Ensure all pesticides are used and applied in compliance with all laws, rules and regulations as prescribed by federal, state and local government agencies, and pursuant to the directions provided by the manufacturer.

Maintain all applicable licenses, certificates and permits, and shall furnish copies upon request by County.

- B. Carry a Safety Data Sheet (SDS) for the type of insecticide(s) being used at the facility.
- C. Any damage to existing utilities, building structures, equipment or furnished surfaces resulting from the performance of this contract shall be repaired to the County's satisfaction at the Consultant's expense. Contractor shall be obligated to protect all facilities, persons, and property from damage, fire, contamination, etc. by providing prior notification of pesticide applications, and by using methods and materials that prevent damage to structures or equipment.
- D. Be responsible for removing and properly disposing of all excess and/or unneeded chemicals, materials or equipment after application is completed. The Contractor may not store chemicals or equipment on County property at any time.
- E. The Consultant will immediately report, in person, all accidents whatsoever arising out of and/or in conjunction with the performance of the work, whether on and/or adjacent to the County facility which has caused death, personal injury and/or

No Withholding

property damage, giving full details and statements of witnesses to the County designee.

- F. All personnel working in or around County facilities shall wear distinctive uniform clothing and/or clearly visible identification, at all times.

Scheduling & Communication:

- A. Monthly service shall take place between the hours of 8:00 a.m. to 2:00 p.m., Monday through Friday, excluding County Holidays. Chosen responder shall provide a schedule showing what day of each month each location will be serviced.
- B. Consultant shall report to Department Contact or designee prior to beginning work, and at the completion of work.
- C. Give 24-hour notice for scheduled service at each location.
- D. Notify County of any schedule changes at least 48 hours in advance.
- E. Be available to receive calls for call back and/or special services from 8:00 a.m. to 5:00 p.m., Monday through Friday.

Section 2. RESPONSIBILITIES OF COUNTY.

- A. County shall provide Consultant reasonable access to County buildings and property to permit Consultant to complete the services described in this agreement.
- B. County shall compensate Consultant as prescribed in sections 3 and 4 of this agreement and shall monitor the outcomes achieved by Consultant and Consultant's compliance with the terms and conditions of this agreement.

Section 3. COMPENSATION.

- A. Consultant shall be paid on a unit cost basis set forth in Exhibit A, herein attached and incorporated herein, for the services described in this agreement.
- B. In no event shall Consultant be paid in excess of \$150,000.00 during the entire term of this agreement for all services rendered pursuant to this agreement.
- C. Consultant shall be paid via electronic invoice payment; automated clearing house (ACH), County credit card, or Commerce Bank virtual card. ACH payments require submission of the completed Auditor-Controller ACH/Direct Deposit authorization form with first claim for payment.

No Withholding

- D. If the term of this agreement begins or ends on other than the first or last day of the calendar month, monthly monitoring charges shall be prorated on a per diem basis based upon the number of days of the month for which the monthly monitoring service is provided.
- E. Consultant's violation or breach of agreement terms may result in fiscal penalties, withholding of compensation, or termination of agreement.

Section 4. BILLING AND PAYMENT.

- A. Consultant shall submit to the County's Facilities Management Division within five days after completion of the services prescribed in section 1, an itemized statement or invoice of services rendered. Consultant shall submit for the final month of this agreement, no later than ten days following the ending of this agreement, an itemized monthly statement or invoice of services rendered. County shall make payment within 30 days of receipt of Consultant's correct and approved statement or invoice.
- B. Should County, or the state or federal government, disallow any amount claimed by Consultant, Consultant shall reimburse County, or the state or federal government, as directed by County, or the state or federal government, for such disallowed cost.

Section 5. TERM OF AGREEMENT.

- A. The initial term of this agreement shall be for three years beginning as of the last date it has been signed by both parties.
- 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

No Withholding

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 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.

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

intended to be interpreted as broadly as permitted by applicable law. This provision shall survive the termination, expiration, or cancellation of this agreement.

Section 11. INSURANCE COVERAGE.

- A. Without limiting Consultant's duties of defense and indemnification, Consultant and any subcontractor shall obtain, from an insurance carrier authorized to transact business in the State of California, and maintain continuously during the term of this agreement Commercial General Liability Insurance, including coverage for owned and non-owned automobiles, and other insurance necessary to protect the County and the public with limits of liability of not less than \$1 million combined single limit bodily injury and property damage; 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 the County, its elected officials, officers, employees, agents, and volunteers which might arise in connection with this agreement. Consultant hereby certifies that Consultant is aware of the provisions of section 3700 of the Labor Code, which requires every employer to insure against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of the Labor Code, and Consultant shall comply with such provisions before commencing the performance of the work or the provision of services pursuant to this agreement.
- C. 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.
- D. 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.

No Withholding

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 *Shasta County, its elected officials, officers, employees, agents, and volunteers as additional insureds* and provides that when *coverage is reduced or canceled, a notice of said reduction or cancellation shall be provided to the 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 the 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, 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 the 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 federal, state, and local laws, ordinances, and codes 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.
- B. 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.
- C. 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.

- D. 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.

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.

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.

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,

No Withholding

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
Facilities Management Division
1958 Placer Street
Redding, CA 96001
530-225-5659 Fax 530-225-5420

If to Consultant: Michael Bullert
Bullert Enterprises, Inc. dba Big Time Pest Control
19905 Hirsch Ct.
Anderson, CA 96007
530-242-8830 Fax 530-378-2935

- 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

No Withholding

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

COUNTY OF SHASTA

Date: _____

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:  9/23/19
Matthew McOmber
Senior Deputy County Counsel

By:  09/23/19
James Johnson
Risk Management Analyst III

CONSULTANT

Bullert Enterprises Inc., dba Big Time Pest Control

By: 

1515

Print Name: Michael Bullert

Title: President

Date: 9-23-2019

Tax I.D.#: 46-2417050

EXHIBIT A																					
ADDRESS		OCCUPIED AS	SQ FT	MO RATE	BI-MONTHLY RATE(2x IN SAME MO.)	QRTLY RATE	Interior	Exterior	Notes	Monthly Rate Interior Only	Monthly Rate Exterior Only	Monthly Rate for Interior and Exterior	Bi-Monthly Rate Interior Only	Bi-Monthly Rate Exterior Only	Bi-Monthly Rate Interior and Exterior	Qrtly Rate Interior Only	Qrtly Rate Exterior Only	Qrtly rate for Interior and Exterior	Bi-Monthly Interior, (2X in same month)	Bi-Monthly Exterior, (2X in same month)	Bi-Monthly Rate Interior and Exterior, (2X in same month)
1643 Market Street	Redding, CA 96001	Elections, County Clerk	13,000							50	50	75	100	100	150	100	100	150	50	50	75
10300 Bridge Bay Rd Marina #3	Shasta Lake, CA 96019	Sheriff Boating Safety	768							40	40	60	80	80	120	80	80	120	40	40	60
11570 School Road	Kerwick, CA 96087	Kerwick Fire Station #53	3,000							40	40	60	80	80	120	80	80	120	40	40	60
1220 Sacramento Street	Redding, CA 96001	Public Health WIC, BFO, RCH	6,006							40	40	60	80	80	120	80	80	120	40	40	60
1265 Redwood Blvd.	Redding, CA 96003	Opportunity Center	17,012	X				X		100	100	150	200	200	300	200	200	300	100	100	150
1313 Yuba Street (Mail)	Redding, CA 96001	Social Services - Children & Family Services	13,500	X			X	X		75	75	112.5	150	150	225	150	150	225	75	75	112.5
13379 Hwy 89	Old Station, CA 96071	Old Station Fire Station # 12	5,000							65	65	97.5	130	130	195	130	130	195	65	65	97.5
1355 West Street	Redding, CA 96001	Shasta County District Attorney	27,021	X			X	X	Includes setting traps for mice and rats.	140	140	210	280	280	420	280	280	420	140	140	210
13958 South Fork Rd	Igo, CA 96047	Igo Fire Station #50	3,420							40	40	60	80	80	120	80	80	120	40	40	60
1400 California Street	Redding, CA 96001	CalWorks	15,876							50	50	75	100	100	150	100	100	150	50	50	75
1400 California Street, Basement	Redding, CA 96001	Public Administrator Storage	1,293							50	50	75	100	100	150	100	100	150	50	50	75
1415 & 1421 Court Street	Redding, CA 96001	Community Correction Center	6,480							50	50	75	100	100	150	100	100	150	50	50	75
14363 Cline Gulch Rd	French Gulch, CA 96033	French Gulch Fire Station #59	1,980							40	40	60	80	80	120	80	80	120	40	40	60
1450 Court Street	Redding, CA 96001	Shasta County Administration Center	106,003							200	200	300	400	400	600	400	400	600	200	200	300

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1655 West Street	Redding, CA 96001	Shasta County Jail	99,923			X			X	X			300	300	450	450	450	600	600	600	600	300	300	300
1655 West Street	Redding, CA 96001	Justice Center	15,382										80	80	120	160	160	240	160	160	240	80	80	120
1670 Market Street, Ste. 238 & 240	Redding, CA 96001	Grand Jury	1,041				X			X			40	40	60	80	80	120	80	80	120	40	40	60
1700 Market Street	Redding, CA 96001	Hall of Records	21,298										100	100	150	200	200	300	200	200	300	100	100	150
17771 Hwy 89	Hat Creek, CA 96040	Hat Creek Fire Station # 11	5,100										60	60	90	120	120	180	120	120	180	60	60	90
17952 Gas Point Road	Cottonwood, CA 96022	West Valley Fire Station #55											40	40	60	80	80	120	80	80	120	40	40	60
1810 Market Street	Redding, CA 96001	HHS - Business Support Services	12,636			X				X			80	80	120	160	160	240	160	160	240	80	80	120
1815 Yuba Street	Redding, CA 96001	Office of the Public Defenders	7,830			X				X			80	80	120	160	160	240	160	160	240	80	80	120
1851 Hartnell Ave	Redding, CA 96002	Farm Advisor	2,960										40	40	60	80	80	120	80	80	120	40	40	60
1855 Placer Street	Redding, CA 96001	Placer Office Building	22,606										80	80	120	160	160	240	160	160	240	80	80	120
1958 Placer Street	Redding, CA 96001	Facilities Mgmt - Office & Shop	4,495			X				Balt Box only		X	50	50	75	100	100	150	100	100	150	50	50	75
19914 Hill Crest Drive	Hlg Blvd, CA 96065	Hillcrest Fire Station # 71	1,800										60	60	90	120	120	180	120	120	180	60	60	90
20248 Charlanne Drive	Redding, CA 96002	Agriculture Commissioner-Shop	3,400										60	60	90	120	120	180	120	120	180	60	60	90
20509 Shasta Street	Burney, CA 96013	Burney Joint Building	5,146										60	60	90	120	120	180	120	120	180	60	60	90
20808 Mammoth Drive	Lakehead, CA 96051	Lakehead Fire Station # 54	3,037										60	60	90	120	120	180	120	120	180	60	60	90
21635 Cassel Road	Cassel, CA 96016	Cassel Fire Station # 10	2,080										60	60	90	120	120	180	120	120	180	60	60	90
22028 Hwy 299 East	Bella Vista, CA 96008	Bella Vista Fire Station #33	3,066										60	60	90	120	120	180	120	120	180	60	60	90
2406 Breslauer Way	Redding, CA 96001	COB Garage & Pack-Ht Building											60	60	90	120	120	180	120	120	180	60	60	90
2420 Breslauer Way	Redding, CA 96001	Boggs Community Center	2,556										40	40	60	80	80	120	80	80	120	40	40	60
2425 Breslauer Way	Redding, CA 96001	Office of Emergency Services Modular	1,176										30	30	45	60	60	90	60	60	90	30	30	45

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2680 Radio Lane	Redding, CA 96001	Juvenile Center Building	21,652	X					X			90	90	135	180	180	270	180	180	270	90	90	135
2684 Radio Lane	Redding, CA	Juvenile Rehabilitation Facility	46,627	X					X			120	120	180	240	240	360	240	240	360	120	120	180
27480 Oak Run Road	Oak Run, CA 96069	Oak Run Fire Station # 30	2,700									50	50	75	100	100	150	100	100	150	50	50	75
2757 Churn Creek Rd.	Redding, CA	Public Health	3,200									40	40	60	80	80	120	80	80	120	40	40	60
27990 Spring Creek Rd	Fall River Mills, CA 96018	FPM Fire Station # 13	3,024									60	60	90	120	120	180	120	120	180	60	60	90
2889 E. Center	Anderson, CA 96007	Public Health	1,320									40	40	60	80	80	120	80	80	120	40	40	60
29876 Hwy 199	Montgomery Creek, CA	Montgomery Creek Fire Station # 71	2,175									60	60	90	120	120	180	120	120	180	60	60	90
300 Park Marina	Redding, CA	Sheriff's Office	16,580	X					X			80	80	120	160	160	240	160	160	240	80	80	120
30480 Whitmore Road	Whitmore, CA 96096	Whitmore Fire Station # 31	2,700									60	60	90	120	120	180	120	120	180	60	60	90
30894 Bambl Drive	Shingletown, CA 96088	Shasta Forest Fire Station # 20	-									50	50	75	100	100	150	100	100	150	50	50	75
3100 Main Street	Cottonwood, CA 96022	Cottonwood Pumphouse										40	40	60	80	80	120	80	80	120	40	40	60
3179 Bechell Lane	Redding, CA 96002	Agriculture Commissioner-Office	4,030									40	40	60	80	80	120	80	80	120	40	40	60
31990 Hwy 44	Shingletown, CA 96089	Shingletown Fire Station # 20	-									40	40	60	80	80	120	80	80	120	40	40	60
3200 West Center St	Anderson, CA 96007	Anderson Library	6,766									40	40	60	80	80	120	80	80	120	40	40	60
3210 West Center Dr	Anderson, CA 96007	Anderson Vets Hall	13,336									40	40	60	80	80	120	80	80	120	40	40	60
36911 Main Street	Burney, CA 96013	Burney CalWORKS	3,040									40	40	60	80	80	120	80	80	120	40	40	60
37038 Shikkyou St.	Burney, CA 96013	Burney Library	2,255									40	40	60	80	80	120	80	80	120	40	40	60
37092 Main Street	Burney, CA 96013	Public Health	1,400									40	40	60	80	80	120	80	80	120	40	40	60
3740 Flight Ave / Airport Road	Redding, CA 96003	Sheriff's Cal MMET	35,612	X					X	X		80	80	120	160	160	240	160	160	240	80	80	120
37410 Main Street	Burney, CA 96013	Burney Vets Hall	7,410									40	40	60	80	80	120	80	80	120	40	40	60

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37491-A Enterprise St	Burney, CA 96013	Burney Mental Health	900								40	40	60	80	80	120	80	80	120	40	40	60
3942 School House Rd	Wildwood, CA 96076	Platina Wildwood Fire Station # 66	2,200								40	40	60	80	80	120	80	80	120	40	40	60
4215 Front Street	Shasta Lake, CA 96019	Public Health	1,900								50	50	75	100	100	150	100	100	150	50	50	75
43467 Hwy 299	Fall River Mills, CA 96038	Fall River Airport	9,180								50	50	75	100	100	150	100	100	150	50	50	75
4363 Eastside Road	Redding, CA 96001	Redding Corporation Yard & Shop	20,198	X				X			100	100	150	200	200	300	200	200	300	100	100	150
4363 Eastside Road	Redding, CA 96001	Redding Corp Yard	1,680	X				X			40	40	60	80	80	120	80	80	120	40	40	60
4525 Veterans Lane	Redding, CA 96001	Bates Hotel-Old Indigent Housing	2,201								40	40	60	80	80	120	80	80	120	40	40	60
4525 Veterans Lane	Redding, CA 96001	Agriculture Commissioner	387								10	10	15	20	20	30	20	20	30	10	10	15
4535 Veterans Lane	Redding, CA 96001	Sheriff's Bike Repair Shop	1,680								30	30	45	60	60	90	60	60	90	30	30	45
4550 Veterans Lane	Redding, CA 96001	Work Release Tool Storage & Garden									30	30	45	60	60	90	60	60	90	30	30	45
4555 Veterans Lane	Redding, CA 96001	Coroner's Office	1,866								40	40	60	80	80	120	80	80	120	40	40	60
6103 Airport Road	Redding, CA	Fire43		X				X			160	160	160	160	160	160	320	320	320	160	160	160
6515 Platina Rd	Ono, CA	Ono Fire Station #50	4,200								50	50	75	100	100	150	100	100	150	50	50	75
8099 Starlight Pine Rd	Shingletown, CA 96088	Starlight Pine Fire Station # 20	2,240								40	40	60	80	80	120	80	80	120	40	40	60
8930 Placer Road	Centerville, CA	Centerville Fire Station #52	2,800								40	40	60	80	80	120	80	80	120	40	40	60
9418 Deschutes Road	Palo Cedro, CA 96073	Palo Cedro Fire Station #32	5,236								40	40	60	80	80	120	80	80	120	40	40	60
West Street (behind Old Jail)	Redding, CA 96001	Recline Program	100								10	10	15	20	20	30	20	20	30	10	10	15

Additional Services	
On Call Pest Services:	\$95 per hour
Install Exterior Rodent Bait Station	\$25 each to install
Redden Exterior Rodent:	\$125 per hour plus materials
Treatment of Vehicle for Pests	\$95 per vehicle
Termite Inspection under 5000sf	\$95 each
Termite Inspection over 20,001sf	\$130 each
Liquid Termitte Treatment:	\$9 per linear foot (county to perform drilling of concrete when needed)
Insect Light Traps (IGT 200)	\$250 ea installed; plus \$10 per mo. Maintenance
Bird Control	Quote required
Fumigation	Quote required
Wildlife Trapping (snakes, raccoons, etc.)	\$326 per incident
Wood Control	Quote required
On Call Pest Services:	\$95 per hour
PERSONAL SERVICES AGREEMENT	

REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS

BOARD MEETING DATE: October 15, 2019

CATEGORY: Consent - Public Works-12.

SUBJECT:

CSA No. 6-Jones Valley CAB Election

DEPARTMENT: Public Works

County Service Area No. 6-Jones Valley Water

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	General Fund Impact

RECOMMENDATION

On behalf of County Service Area (CSA) No. 6-Jones Valley Water, adopt a resolution which staggers the terms of members of the Community Advisory Board (CAB) for CSA No. 6-Jones Valley Water and announces the Board's intent to appoint those four property owners that receive the most votes in the December 2019 election to two-year terms and the next two property owners to one-year terms to conform to Board Resolution 84-6.

SUMMARY

Adjustments to the lengths of the terms of office for CAB members are proposed to balance election cycles.

DISCUSSION

CSA No. 6-Jones Valley provides potable water to 500 customers. The Board of Supervisors is the governing body. Resolution No. 84-6 established CABs to provide local input. CAB members are nominated by election of their fellow customers and appointed by the Board to two-year alternating terms. As originally envisioned, about half of the CAB seats should be up for election each year. In practice, any vacant seats roll over to the next year's election so the ratio may become skewed. Six of the seven seats on the Jones Valley CAB are up for election in December.

The seven Jones Valley CAB members have signed a petition (attached). This document was not on the recent CAB agenda and was apparently signed beforehand. It proposes to extend three of their terms for another two years in lieu of election. This proposal may undermine elections and perpetuate the imbalance. When Resolution No. 84-6 was originally adopted, the Board appointed the top four candidates to two-year terms and the balance to one-year terms. Staff recommends a similar approach today such that four (4) members are elected in a given year and three (3) members are elected in the following year, thereby properly staggering the terms of office of the members of the CAB.

ALTERNATIVES

The Board may elect to continue per Resolution No. 84-6 or to modify the process at its discretion.

OTHER AGENCY INVOLVEMENT

County counsel has approved the resolution as to form. This recommendation has been reviewed by the County Administrative Office.

FISCAL IMPACT

Adequate funds to carry out the CAB elections and for staff to participate in CAB meetings are included in the Adopted FY 2019/20 CSA No. 6-Jones Valley Water Admin budget. As CSA No. 6 was budgeted with a deficit, this will require continued General Fund support.

ATTACHMENTS:

Description	Upload Date	Description
CSA No. 6-JV CAB Petition	10/1/2019	CSA No. 6-JV CAB Petition
CSA No. 6-JV CAB Resolution	10/7/2019	CSA No. 6-JV CAB Resolution
Resolution No. 84-6	10/7/2019	Resolution No. 84-6

Candidates For December 2019

From: roy vincent (ravenironworksmfg@yahoo.com)

To: pminturn@co.shasta.ca.us

Cc: tbartolomei@co.shasta.ca.us

Date: Tuesday, September 3, 2019, 07:08 PM PDT

To; Pat Minturn, Director of Public Works, Shasta County.

From; Roy Vincent CSA #6 CAB Chair Jones Valley

The CAB and I are facing a 6 to 1 split on the election scheduled for December 2019. For the CAB to operate properly the

BYLAWS OF THE COMMUNITY ADVISORY BOARD CSA # 6

ARTICLE III : MEMBERSHIP states 7 members elected for 2 years shall be staggered. 4 members one year and 3 members the following year.

As it stands we have 6 coming up for election December 2019.

We request the top 3 vote getters of the last election remain on the CAB for 2 more years. An election be held in December for 3 CAB members and the hold over

(Nancy Wallen) serve out her term. That makes 7 CAB members in total with a 3 / 4 staggers split for future elections

Thank You,

Our signatures below..

Roy Vincent CAB Chair

DAVID MORLEY

P. SCALES

Nancy Wallen

Robert Keeman

RESOLUTION NO. 2019-

**RESOLUTION OF THE BOARD OF SUPERVISORS
OF THE COUNTY OF SHASTA
TO STAGGER THE TERMS OF THE MEMBERS
OF THE COMMUNITY ADVISORY BOARD (CAB) FOR
COUNTY SERVICE AREA NO. 6-JONES VALLEY WATER (CSA 6)**

WHEREAS, the Community Advisory Board (CAB) for County Service Area No. 6-Jones Valley Water (CSA 6) has seven members; and

WHEREAS, the two-year term for six members of the CAB for CSA 6 expires on December 31, 2019; and

WHEREAS, the term for the seventh member of the CAB for CSA 6 expires on December 30, 2020; and

WHEREAS, a CAB election will be conducted in December 2019 for the purpose of electing six (6) CAB members; and

WHEREAS, Shasta County Board of Supervisors Resolution No. 84-6, is attached hereto for reference, governs the membership and terms for the CAB for CSA 6, including the staggering of the terms of CAB members; and

WHEREAS, the Board wishes to conform the respective terms of office of the members of the CAB for CSA 6 to the above-referenced Resolution.

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of the County of Shasta hereby announces its intent to appoint four (4) individuals, elected from property owners within CSA 6, who receive the most votes in the December 2019 CAB election to two-year terms and to appoint two (2) individuals, elected from property owners within CSA 6, to one-year terms.

NOW, THEREFORE, BE IT FURTHER RESOLVED by the Board of Supervisors of the County of Shasta that beginning in the calendar year subsequent to the December 2019 CAB election, the election of members shall be staggered, with four (4) members being elected in a given year and three (3) members being elected in the following year.

Resolution No. 2019-
October 15, 2019
Page 2 of 2

DULY PASSED AND ADOPTED this 15th day of October, 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

RESOLUTION NO. 84-6

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COUNTY OF SHASTA
RESCINDING A PREVIOUS RESOLUTION AND
ADOPTING PROCEDURES RELATING TO THE FORMATION AND OPERATION OF
COMMUNITY ADVISORY BOARDS IN COUNTY SERVICE AREAS

WHEREAS, it is the intent of the Board of Supervisors of the County of Shasta to assure maximum participation in the decision-making process by those affected by the Board's decisions; and

WHEREAS, the County of Shasta provides various extended county services through County Service Areas in the County; and

WHEREAS, residents and property owners in these County Service Areas have indicated a desire to form and a willingness to serve on community groups which represent those County Service Areas as advisory bodies to the Board of Supervisors;

NOW, THEREFORE, BE IT RESOLVED, that the Board of Supervisors of the County of Shasta hereby adopts the following:

1. In each operating County Service Area (CSA), a Community Advisory Board (CAB) will be established to provide advice to the Board of Supervisors on matters relating to existing or potential services provided to the community within the County Service Area. Organization of the CAB shall commence upon receipt of a petition signed by 5% of the CSA property owners requesting such action, or upon determination by the Special Districts Manager that such action is warranted.

2. The CAB's in cooperation with appropriate County staff, may develop recommendations to the Board of Supervisors on matters including, but not limited to, the CSA's annual budget, fees and charges, modifications to CSA facilities, operations of CSA facilities, boundary changes, expenditures and the range of services to be provided.

3. The CAB's will begin operation upon the effective date of appointment of the first CAB members by the Board of Supervisors.

4. The membership of the CAB's will consist of seven property owners in the CSA. The members will be appointed by minute order of the Board of Supervisors following receipt of a recommended membership list from the community. The recommended membership list shall be a presentation of the results of an informal election conducted within the community by the County Office of Special Districts.

5. The term of appointment for a CAB member shall be two years, provided, however, that for calendar year 1982, two regular members and one alternate member of each CAB shall

RESOLUTION NO. 84-6
Page Two

be appointed for one year terms only. Subsequent terms for these positions shall be two years. An early vacancy shall be filled by the Board of Supervisors following review of the CAB's recommendations for filling said vacancy.

6. The rules, regulations, and procedures, by which each CAB will be operated shall be established by the respective CAB's.


BE IT FURTHER RESOLVED, that Resolution No. 81-238, adopted November 3, 1981, relating to the formation and operation of Community Advisory Boards in County Service Areas is hereby rescinded.

DULY PASSED AND ADOPTED this 10th day of January, 1984 by the following vote:


AYES: Supervisors Swendiman, Strange, Caton, Maddox, Peters

NOES: None

ABSENT: None


JOHN STRANGE, Chairman
Board of Supervisors, County of
Shasta, State of California

ATTEST:


ANN REED, County Clerk
& ex officio Clerk of the Board
of Supervisors, County of Shasta
State of California

REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS

BOARD MEETING DATE: October 15, 2019

CATEGORY: Consent - Public Works-13.

SUBJECT:

Deschutes Road Widening Phase II Project – Right of Way

DEPARTMENT: Public Works

Supervisory District No. : 5

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

STAFF REPORT APPROVED BY: Pat Minturn, Public Works Director

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

RECOMMENDATION

Take the following actions regarding the “Deschutes Road Widening Phase II Project,” Contract No. 702981: (1) Find the project categorically exempt in conformance with the California Environmental Quality Act (CEQA) Guidelines Section 15302, Class 2-Replacement and Reconstruction of Existing Structures and Facilities; (2) approve and authorize the Chairman to sign right-of-way contracts with: (a) Leonard I. Gallmeister and Betty J. Gallmeister for right-of-way (0.38 acres at \$12,600) plus a Federal Highway Administration (FHWA) signing incentive of \$1,500; (b) Robert M. Gertsch and Sharon Sue Gertsch for right-of-way (0.10 acres at \$3,300) plus a FHWA signing incentive of \$1,500; (c) Brett Lyle Nichols and Melanie Lynn Ross-Nichols for right-of-way (0.11 acres at \$3,700) plus a FHWA signing incentive of \$1,500; (d) Stratton Family Limited Partnership for right-of-way (0.18 acres at \$2,800) plus a FHWA signing incentive of \$1,500; and (e) Gary Robert Tavis and Jill Alison Tavis for right-of-way (0.12 acres at \$2,200) plus a FHWA signing incentive of \$1,500; and (3) accept five Easement Deeds conveying the right-of-way parcels.

SUMMARY

Right-of-way acquisition is proposed to widen Deschutes Road south of Palo Cedro.

DISCUSSION

Deschutes Road is an arterial highway in Palo Cedro. The road was constructed in the 1930’s with minimal shoulders. The Deschutes Road Widening Phase I Project added shoulders south of Beatie Road. The Deschutes Road Widening Phase II Project will add shoulders from Beatie Road to Brundage Road. Previous projects added shoulders from Brundage Road to Foothill High School.

Phase II will require the acquisition of right-of-way from 29 property owners. Agreements have been reached with five property owners. Local agencies may offer a bonus to property owners who sign in a timely manner. The incentives must be offered equally to all property owners and are reimbursable by FHWA. All five of these property owners have signed within the requisite sixty days of accepting the first written offer. Negotiations continue with the remaining property owners. Minor alterations to existing highways are categorically exempt from the California Environmental Quality Act (CEQA).

ALTERNATIVES

The Board may decline to make the CEQA findings or acquire right-of-way. The project would not proceed.

OTHER AGENCY INVOLVEMENT

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

FISCAL IMPACT

The total project cost estimate is \$2,180,000. Federal funds will cover 76%. Gas Tax will cover the match portion of 24%. Adequate budgeted appropriations are included in the Adopted FY 2019/20 Roads budget.

ATTACHMENTS:

Description	Upload Date	Description
Gallmeister - RW Contract	10/4/2019	Gallmeister - RW Contract
Gertsch - RW Contract	10/4/2019	Gertsch - RW Contract
Nichols - RW Contract	10/4/2019	Nichols - RW Contract
Stratton - RW Contract	10/4/2019	Stratton - RW Contract
Tavis - RW Contract	10/7/2019	Tavis - RW Contract
Gallmeister - Easement Deed	10/3/2019	Gallmeister - Easement Deed
Gertsch - Easement Deed	10/3/2019	Gertsch - Easement Deed
Nichols - Easement Deed	10/3/2019	Nichols - Easement Deed
Stratton - Easement Deed	10/3/2019	Stratton - Easement Deed
Tavis - Easement Deed	10/3/2019	Tavis - Easement Deed

**COUNTY OF SHASTA
STATE OF CALIFORNIA**

RIGHT OF WAY CONTRACT

**LEONARD I. GALLMEISTER and
BETTY J. GALLMEISTER**

**APN: 058-020-004
DESCHUTES ROAD WIDENING
PHASE II PROJECT**

This contract is entered into by and between the County of Shasta, hereinafter known as "County", and Leonard I. Gallmeister and Betty J. Gallmeister, Husband and Wife as Joint Tenants, hereinafter known as "Grantor."

1. Grantor grants to County a property interest, in the form of Exhibit "1" (the "Deed") attached hereto and incorporated herein, conveying the property interest described in the Deed and Exhibits "A" and "B" attached thereto (the "Property"). The Deed has been executed by Grantor and delivered to County.
2. The parties have herein set forth the whole of their agreement, the performance of which constitutes the entire consideration for the conveyance of the Property and shall relieve County of all further obligations or claims relating to the location or construction of the proposed public improvement, which is described as widening Deschutes Road in accordance with the project specifications as shown on the Deschutes Road Widening Phase II Project Plan – Contract No. 702981, on file in the Shasta County Surveyor's Office (the "Specifications").
3. County shall:
 - A. Compensate Grantor in the amount of \$12,600.00 for the property interest described in section 1. above, including all compensation for approximately 305 feet of. The compensation provided pursuant to this subsection shall be paid into Escrow No. P-131264 at Placer Title Company located at 2145 Larkspur Lane, Suite A, Redding, CA 96002 for payment to Grantor. If escrow is not closed and transfer of title is not complete within 180 days of execution of this contract by both parties, the compensation described in this subsection and the Deed shall be disbursed by Placer Title Company to County upon written request by County. If County requests that the compensation provided for in this contract and the Deed be disbursed to it, County shall pay the compensation described in this subsection directly to Grantor within sixty days of County's receipt of the compensation.
 - B. In addition to the compensation mentioned in Section 3.A. above, it is agreed the County will pay a sum of \$1,500.00 as an incentive to the Grantor for the timely signing of the Right of Way Contract. This incentive payment offer expires sixty (60) days from the Initiation of Negotiations (DATE YOU RECEIVED THIS CONTRACT BY CERTIFIED MAIL).
 - C. The compensation provided for in this section shall be paid after title to the Property is transferred to County free and clear of all liens, encumbrances, taxes, assessments, easements, and leases (recorded or unrecorded) except:

- (1) Taxes for the fiscal year shall be cleared and paid in the manner required by Revenue and Taxation Code Section 5086;
- (2) Covenants, conditions, restrictions and reservations of record contained in the above referenced conveyance, if any;
- (3) Easements or rights of way over the Property for public or quasi-public utility or public street purposes, if any.

D. Pay all escrow and recording fees incurred in this transaction.

4. Any amount necessary to satisfy any due and payable taxes and any delinquent taxes due in any fiscal year except the fiscal year in which title to the Property is transferred to County, together with penalties and interest thereon, and any delinquent or non-delinquent assessments, and any bonds except those which title is to be taken subject to or in accordance with the terms of this contract, may be deducted from the compensation provided in Section 3.
5. Grantor warrants that there are no oral and/or written leases on any portion of the Property exceeding a period of one month.
6. The right of possession and use of the Property shall commence upon transfer of title to County. Transfer of title is defined as the date in which the Board of Supervisors accepts the Deed conveying the interest in the Property to the County.
7. Grantor shall defend, hold harmless and indemnify Shasta County, its elected officials, officers, employees, agents and volunteers against all claims, suits, actions, costs, expenses (including but not limited to reasonable attorney's fees of County Counsel and counsel retained by County, expert fees, litigation costs, and investigation costs), damages, judgments or decrees occasioned by any person's or persons' claim or assertion regarding title to the Property.
8. At no expense to Grantor, and at the time of construction of the project, as additional compensation for the property interest described in section 1. above, County shall, in accordance with the Specifications, complete the following work on the Property:
 - A. Reconstruct one existing road connection. The road connection shall be considered an encroachment under permit on the County highway and is to be maintained, repaired and operated as such by Grantor, their assigns and successors. Grantor shall grant to County, its employees and agents, permission to enter upon Grantor's property, for the purpose of constructing the public improvements described in the Specifications and accomplishing all necessary incidents thereto including but not limited to the work described in this section.
 - B. Upon County's recordation of a notice of completion for the Project, Grantor hereby assumes ownership and responsibility for the improvements constructed on Grantor's property and releases the County and its employees and agents from any further responsibility related to the work performed by County pursuant to this section.

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

SIGNATURE PAGE FOLLOWS

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

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

APPROVED:
GRANTOR

Leonard I. Gallmeister
LEONARD I. GALLMEISTER

Date 9-29-2019

Betty J. Gallmeister
BETTY J. GALLMEISTER

Date 9-29-2019

APPROVED:
County of Shasta

By _____
LEONARD MOTY, Chairman
Board of Supervisors
County of Shasta
State of California

Date _____

ATTEST:

LAWRENCE G. LEES
Clerk of the Board of Supervisors

APPROVED AS TO FORM:

RUBIN E. CRUSE, JR.
County Counsel

By _____
Deputy

By David M. Yorton, Jr. 9/11/19
David M. Yorton, Jr.
Senior Deputy County Counsel

RECOMMENDED FOR APPROVAL:

RISK MANAGEMENT APPROVAL

By Patrick J. Minturn
PATRICK J. MINTURN, Director
Department of Public Works

By James Johnson 09/11/19
James Johnson
Risk Management Analyst III

EXHIBIT "1"

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

NO FEE - COUNTY BUSINESS
GOVERNMENT CODE §-6103
AP NO. 058-020-004 (a portion)
PROJECT: Deschutes Road Widening Phase II (ROAD)

DPW NO.: 2H01B-2019-05

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

EASEMENT DEED

IN CONSIDERATION, receipt of which is hereby acknowledged,

LEONARD I. GALLMEISTER and BETTY J. GALLMEISTER, HUSBAND and WIFE AS JOINT TENANTS, HEREBY GRANTS to the **COUNTY OF SHASTA**, a political subdivision of the State of California, a permanent easement for public purposes in, upon, over, under, across and along the following described real property situated in the southeast one-quarter of Section 31, Township 31 North, Range 3 West, M.D.B.& M., in the unincorporated area of County of Shasta, State of California, more particularly described in **EXHIBITS 'A' and 'B'**, attached hereto and made a part hereof.

By _____
LEONARD I. GALLMEISTER

Dated _____

By _____
BETTY J. GALLMEISTER

Dated _____

EXHIBIT "1"

COUNTY OF SHASTA

STATE OF CALIFORNIA

EASEMENT DEED

(CERTIFICATE OF ACCEPTANCE, GOVERNMENT CODE, SECTION 27281)

LEONARD I. GALLMEISTER and BETTY J. GALLMEISTER

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 LEONARD I. GALLMEISTER and BETTY J. GALLMEISTER, 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 _____, 2019.

LAWRENCE G. LEES
Clerk of the Board of Supervisors

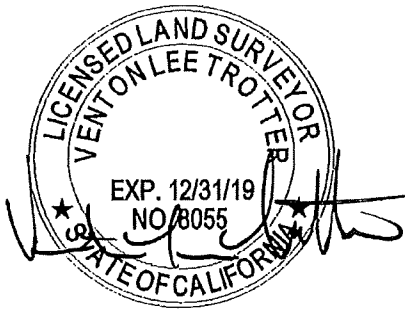
By _____
Deputy

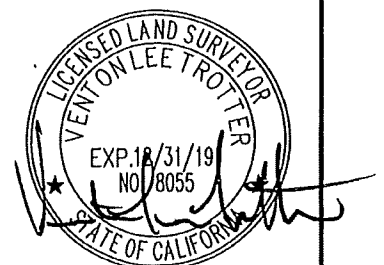
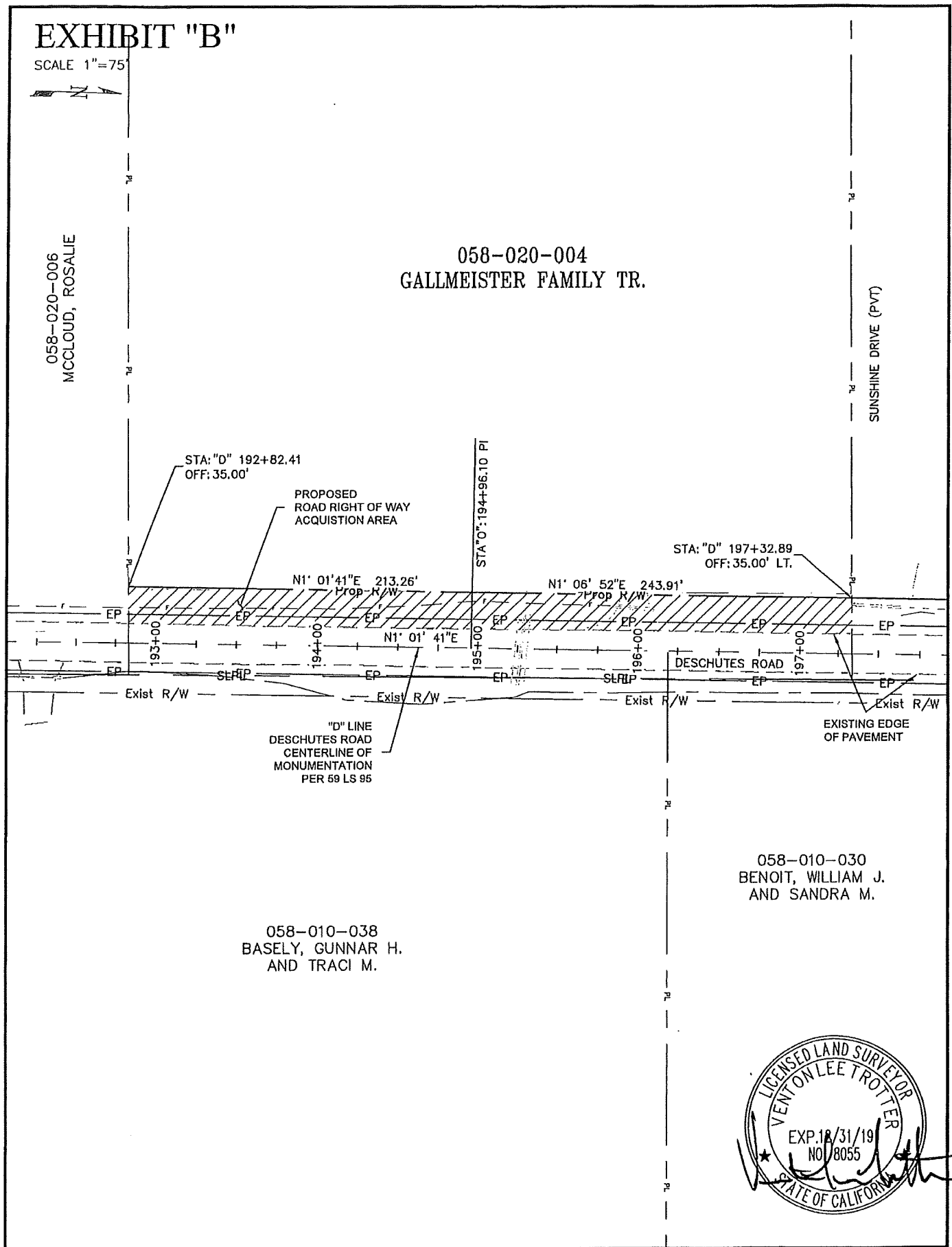
Legal Description - Gallmeister
Deschutes Road Widening Phase 2 Project

EXHIBIT "A"

All that portion of real property situated in the southeast one-quarter of Section 31, Township 31 North, Range 3 West, M.D.B. & M., in the unincorporated area of the County of Shasta, State of California, as conveyed to Leonard I. Gallmeister and Betty J. Gallmeister husband and wife, as joint tenants by deed recorded May 29, 1996 in Official Records Book 3427 at Page 200, Shasta County Records, lying easterly of a Proposed Right of Way line as shown on Exhibit "B", attached hereto and made a part thereof, said Right of Way line lying 35.00 feet westerly of and parallel with the centerline of monumentation for construction of a portion of Deschutes Road, Shasta County Road No. 2H01B, as shown on that certain Record of Survey for Deschutes Road filed May 10, 2019 in Book 59 of Land Surveys at Page 95, Shasta County Records. Said Right of Way line shall be lengthened or shortened as needed in order to terminate on the property line of the grantor.

Being a portion of APN 058-020-004





**COUNTY OF SHASTA
STATE OF CALIFORNIA**

RIGHT OF WAY CONTRACT

**ROBERT M. GERTSCH AND SHARON SUE
GERTSCH**

**APN: 058-350-003
DESCHUTES ROAD WIDENING
PHASE II PROJECT**

This contract is entered into by and between the County of Shasta, hereinafter known as "County", and Robert M. Gertsch and Sharon Sue Gertsch, hereinafter known as "Grantor."

1. Grantor grants to County a property interest, in the form of Exhibit "1" (the "Deed") attached hereto and incorporated herein, conveying the property interest described in the Deed and Exhibits "A" and "B" attached thereto (the "Property"). The Deed has been executed by Grantor and delivered to County.
2. The parties have herein set forth the whole of their agreement, the performance of which constitutes the entire consideration for the conveyance of the Property and shall relieve County of all further obligations or claims relating to the location or construction of the proposed public improvement, which is described as widening Deschutes Road in accordance with the project specifications as shown on the Deschutes Road Widening Phase II Project Plan – Contract No. 702981, on file in the Shasta County Surveyor's Office (the "Specifications").
3. County shall:
 - A. Compensate Grantor in the amount of \$3,300.00 for the property interest described in section 1. above. The compensation provided pursuant to this subsection shall be paid into Escrow No. P-131435 at Placer Title Company located at 2145 Larkspur Lane, Suite A, Redding, CA 96002 for payment to Grantor. If escrow is not closed and transfer of title is not complete within 180 days of execution of this contract by both parties, the compensation described in this subsection and the Deed shall be disbursed by Placer Title Company to County upon written request by County. If County requests that the compensation provided for in this contract and the Deed be disbursed to it, County shall pay the compensation described in this subsection directly to Grantor within sixty days of County's receipt of the compensation.
 - B. In addition to the compensation mentioned in Section 3.A. above, it is agreed the County will pay a sum of \$1,500.00 as an incentive to the Grantor for the timely signing of the Right of Way Contract. This incentive payment offer expires sixty (60) days from the Initiation of Negotiations (DATE YOU RECEIVED THIS CONTRACT BY CERTIFIED MAIL).
 - C. The compensation provided for in this section shall be paid after title to the Property is transferred to County free and clear of all liens, encumbrances, taxes, assessments, easements, and leases (recorded or unrecorded) except:

- (1) Taxes for the fiscal year shall be cleared and paid in the manner required by Revenue and Taxation Code Section 5086;

- (2) Covenants, conditions, restrictions and reservations of record contained in the above referenced conveyance, if any;
- (3) Easements or rights of way over the Property for public or quasi-public utility or public street purposes, if any.

D. Pay all escrow and recording fees incurred in this transaction.

- 4. Any amount necessary to satisfy any due and payable taxes and any delinquent taxes due in any fiscal year except the fiscal year in which title to the Property is transferred to County, together with penalties and interest thereon, and any delinquent or non-delinquent assessments, and any bonds except those which title is to be taken subject-to or in accordance with the terms of this contract, may be deducted from the compensation provided in Section 3.
- 5. Grantor warrants that there are no oral and/or written leases on any portion of the Property exceeding a period of one month.
- 6. The right of possession and use of the Property shall commence upon transfer of title to County. Transfer of title is defined as the date in which the Board of Supervisors accepts the Deed conveying the interest in the Property to the County.
- 7. Grantor shall defend, hold harmless and indemnify Shasta County, its elected officials, officers, employees, agents and volunteers against all claims, suits, actions, costs, expenses (including but not limited to reasonable attorney's fees of County Counsel and counsel retained by County, expert fees, litigation costs, and investigation costs), damages, judgments or decrees occasioned by any person's or persons' claim or assertion regarding title to the Property.
- 8. This contract supersedes all previous agreements between Grantor and County regarding the Property and constitutes the entire understanding of the parties hereto. There are no agreements, representations, or warranties, express or implied, not specified in this contract.
- 9. Grantor represents and warrants that Grantor has not engaged nor dealt with any agent, broker, or finder in connection with the sale contemplated by this contract. Grantor shall pay, and shall hold the County harmless from and against, any commission or finder's fee payable to any other person (or legal entity which) who represents or claims to represent the Grantor.
- 10. The terms of this contract shall not be waived, altered, modified, supplemented or amended in any manner whatsoever except by written agreement signed by the parties.

SIGNATURE PAGE FOLLOWS

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

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

APPROVED:
GRANTOR


ROBERT M. GERTSCH

Date 9/30/2019


SHARON SUE GERTSCH

Date 9-30-2019

APPROVED:
County of Shasta

By _____
LEONARD MOTY, Chairman
Board of Supervisors
County of Shasta
State of California

Date _____


ATTEST:

LAWRENCE G. LEES
Clerk of the Board of Supervisors

APPROVED AS TO FORM:

RUBIN E. CRUSE, JR.
County Counsel

By _____
Deputy

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

RECOMMENDED FOR APPROVAL:

RISK MANAGEMENT APPROVAL

By 
PATRICK J. MINTURN, Director
Department of Public Works

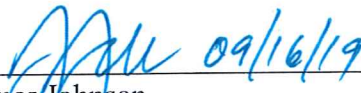
By 
James Johnson
Risk Management Analyst III

EXHIBIT "1"

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

NO FEE - COUNTY BUSINESS
GOVERNMENT CODE §-6103
AP NO. 058-350-003 (a portion)
PROJECT: Deschutes Road Widening Phase II (ROAD)

DPW NO.: 2H01B-2019-10

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

EASEMENT DEED

IN CONSIDERATION, receipt of which is hereby acknowledged,

ROBERT M. GERTSCH and SHARON SUE GERTSCH, HUSBAND and WIFE AS JOINT TENANTS, HEREBY GRANTS to the **COUNTY OF SHASTA**, a political subdivision of the State of California, a permanent easement for public purposes in, upon, over, under, across and along the following described real property situated in the southeast one-quarter of Section 30, Township 31 North, Range 3 West, M.D.B. & M., in the unincorporated area of County of Shasta, State of California, more particularly described in **EXHIBITS 'A' and 'B'**, attached hereto and made a part hereof.

By _____
ROBERT M. GERTSCH

Dated _____

By _____
SHARON SUE GERTSCH

Dated _____

EXHIBIT "1"

COUNTY OF SHASTA

STATE OF CALIFORNIA

EASEMENT DEED

(CERTIFICATE OF ACCEPTANCE, GOVERNMENT CODE, SECTION 27281)

ROBERT M. GERTSCH and SHARON SUE GERTSCH
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 ROBERT M. GERTSCH and SHARON SUE GERTSCH, 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 _____, 2019.

LAWRENCE G. LEES
Clerk of the Board of Supervisors

By _____
Deputy

Legal Description - Gertsch
Deschutes Road Widening Phase 2 Project

EXHIBIT "A"

All that portion of real property situated in the southeast one-quarter of Section 30, Township 31 North, Range 3 West, M.D.B. & M., in the unincorporated area of the County of Shasta, State of California, as conveyed to Robert M. Gertsch, by deed recorded June 29, 1995 in Official Records Book 3305 at Page 11, Shasta County Records, lying easterly of a Proposed Right of Way line as shown on Exhibit "B", attached hereto and made a part thereof, said Right of Way line lying 42.00 feet westerly of and parallel with the centerline of monumentation for construction of a portion of Deschutes Road, Shasta County Road No. 2H01B, as shown on that certain Record of Survey for Deschutes Road filed May 10, 2019 in Book 59 of Land Surveys at Page 95, Shasta County Records. Said Right of Way line shall be lengthened or shortened as needed in order to terminate on the property line of the grantor.

Being a portion of APN 058-350-003

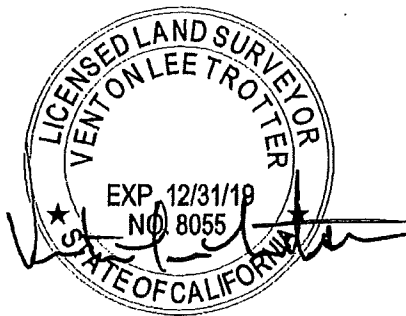
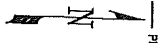


EXHIBIT "B"

SCALE 1"=60'



058-350-005
CHALMERS, BRIAN A.

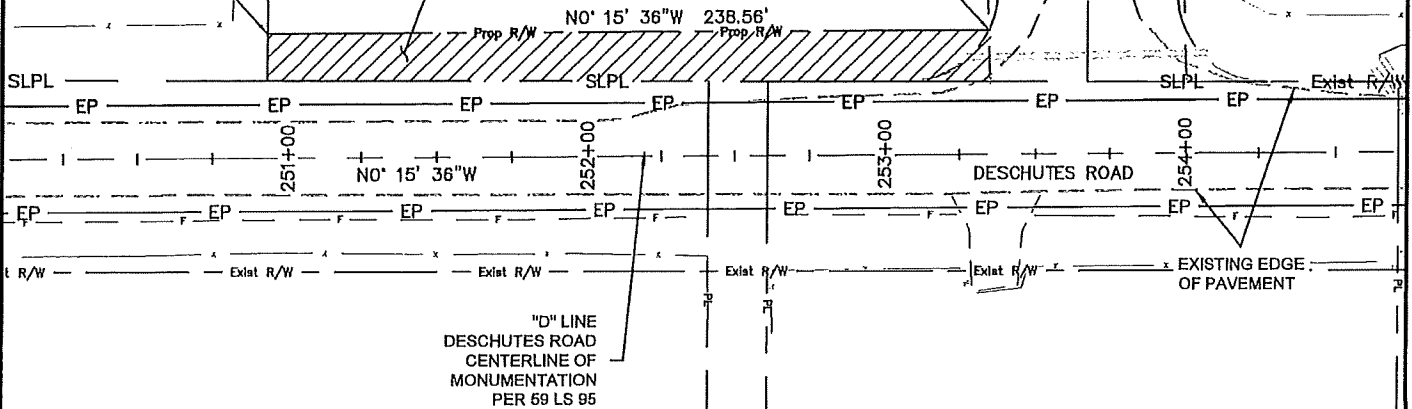
058-350-003
GERTSCH, ROBERT M.
AND SHARON DVA

058-350-002
NICHOLS, BRETT
AND ROSS-NICHOLS,
MELANIE L.

STA: "D" 250+93.47
OFF: 42.00' LT.

STA: "D" 253+32.02
OFF: 42.00' LT.

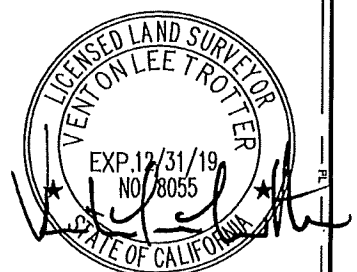
PROPOSED
ROAD RIGHT OF WAY
ACQUISITION AREA



058-110-007
WINTON, JAMES A.
AND JOSEPHINE TR.

058-110-017
CRENSHAW, MICHAEL J.
AND AMY I.

058-110-019
WINTON, JAMES A.
AND JOSEPHINE TR.



**COUNTY OF SHASTA
STATE OF CALIFORNIA**

RIGHT OF WAY CONTRACT

**BRETT LYLE NICHOLS AND MELANIE
LYNN ROSS-NICHOLS**

**APN: 058-350-002
DESCHUTES ROAD WIDENING
PHASE II PROJECT**

This contract is entered into by and between the County of Shasta, hereinafter known as "County", and Brett Lyle Nichols and Melanie Lynn Ross-Nichols, hereinafter known as "Grantor."

1. Grantor grants to County a property interest, in the form of Exhibit "1" (the "Deed") attached hereto and incorporated herein, conveying the property interest described in the Deed and Exhibits "A" and "B" attached thereto (the "Property"). The Deed has been executed by Grantor and delivered to County.
2. The parties have herein set forth the whole of their agreement, the performance of which constitutes the entire consideration for the conveyance of the Property and shall relieve County of all further obligations or claims relating to the location or construction of the proposed public improvement, which is described as widening Deschutes Road in accordance with the project specifications as shown on the Deschutes Road Widening Phase II Project Plan – Contract No. 702981, on file in the Shasta County Surveyor's Office (the "Specifications").
3. County shall:
 - A. Compensate Grantor in the amount of \$3,700.00 for the property interest described in section 1. above. The compensation provided pursuant to this subsection shall be paid into Escrow No. P-131431 at Placer Title Company located at 2145 Larkspur Lane, Suite A, Redding, CA 96002 for payment to Grantor. If escrow is not closed and transfer of title is not complete within 180 days of execution of this contract by both parties, the compensation described in this subsection and the Deed shall be disbursed by Placer Title Company to County upon written request by County. If County requests that the compensation provided for in this contract and the Deed be disbursed to it, County shall pay the compensation described in this subsection directly to Grantor within sixty days of County's receipt of the compensation.
 - B. In addition to the compensation mentioned in Section 3.A. above, it is agreed the County will pay a sum of \$1,500.00 as an incentive to the Grantor for the timely signing of the Right of Way Contract. This incentive payment offer expires sixty (60) days from the Initiation of Negotiations (DATE YOU RECEIVED THIS CONTRACT BY CERTIFIED MAIL).
 - C. The compensation provided for in this section shall be paid after title to the Property is transferred to County free and clear of all liens, encumbrances, taxes, assessments, easements, and leases (recorded or unrecorded) except:
 - (1) Taxes for the fiscal year shall be cleared and paid in the manner required by Revenue and Taxation Code Section 5086;

- (2) Covenants, conditions, restrictions and reservations of record contained in the above referenced conveyance, if any;
- (3) Easements or rights of way over the Property for public or quasi-public utility or public street purposes, if any.

D. Pay all escrow and recording fees incurred in this transaction.

- 4. Any amount necessary to satisfy any due and payable taxes and any delinquent taxes due in any fiscal year except the fiscal year in which title to the Property is transferred to County, together with penalties and interest thereon, and any delinquent or non-delinquent assessments, and any bonds except those which title is to be taken subject to or in accordance with the terms of this contract, may be deducted from the compensation provided in Section 3.
- 5. Grantor warrants that there are no oral and/or written leases on any portion of the Property exceeding a period of one month.
- 6. The right of possession and use of the Property shall commence upon transfer of title to County. Transfer of title is defined as the date in which the Board of Supervisors accepts the Deed conveying the interest in the Property to the County.
- 7. Grantor shall defend, hold harmless and indemnify Shasta County, its elected officials, officers, employees, agents and volunteers against all claims, suits, actions, costs, expenses (including but not limited to reasonable attorney's fees of County Counsel and counsel retained by County, expert fees, litigation costs, and investigation costs), damages, judgments or decrees occasioned by any person's or persons' claim or assertion regarding title to the Property.
- 8. This contract supersedes all previous agreements between Grantor and County regarding the Property and constitutes the entire understanding of the parties hereto. There are no agreements, representations, or warranties, express or implied, not specified in this contract.
- 9. Grantor represents and warrants that Grantor has not engaged nor dealt with any agent, broker, or finder in connection with the sale contemplated by this contract. Grantor shall pay, and shall hold the County harmless from and against, any commission or finder's fee payable to any other person (or legal entity which) who represents or claims to represent the Grantor.
- 10. The terms of this contract shall not be waived, altered, modified, supplemented or amended in any manner whatsoever except by written agreement signed by the parties.

SIGNATURE PAGE FOLLOWS

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

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

APPROVED:
GRANTOR


BRETT LYLE NICHOLS

Date 9/28/2019


MELANIE LYNN ROSS-NICHOLS

Date 9-28-19

APPROVED:
County of Shasta

By _____
LEONARD MOTY, Chairman
Board of Supervisors
County of Shasta
State of California

Date _____

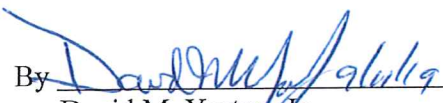
ATTEST:

LAWRENCE G. LEES
Clerk of the Board of Supervisors

APPROVED AS TO FORM:


RUBIN E. CRUSE, JR.
County Counsel

By _____
Deputy


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

RECOMMENDED FOR APPROVAL:

RISK MANAGEMENT APPROVAL

By 
PATRICK J. MINTURN, Director
Department of Public Works


By 
James Johnson
Risk Management Analyst III

EXHIBIT "1"

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

NO FEE - COUNTY BUSINESS
GOVERNMENT CODE §-6103
AP NO. 058-350-002 (a portion)
PROJECT: Deschutes Road Widening Phase II (ROAD)

DPW NO.: 2H01B-2019-11

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

EASEMENT DEED

IN CONSIDERATION, receipt of which is hereby acknowledged,

BRETT LYLE NICHOLS and MELANIE LYNN ROSS-NICHOLS, HUSBAND and WIFE, AS JOINT TENANTS, HEREBY GRANTS to the **COUNTY OF SHASTA**, a political subdivision of the State of California, a permanent easement for public purposes in, upon, over, under, across and along the following described real property situated in the southeast one-quarter of Section 30, Township 31 North, Range 3 West, M.D.B. & M., in the unincorporated area of County of Shasta, State of California, more particularly described in **EXHIBITS 'A' and 'B'**, attached hereto and made a part hereof.

By _____
BRETT LYLE NICHOLS

Dated _____

By _____
MELANIE LYNN ROSS-NICHOLS

Dated _____

EXHIBIT "1"

COUNTY OF SHASTA

STATE OF CALIFORNIA

EASEMENT DEED

(CERTIFICATE OF ACCEPTANCE, GOVERNMENT CODE, SECTION 27281)

BRETT LYLE NICHOLS and MELANIE LYNN ROSS-NICHOLS

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 BRETT LYLE NICHOLS and MELANIE LYNN ROSS-NICHOLS, 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 _____, 2019.

LAWRENCE G. LEES
Clerk of the Board of Supervisors

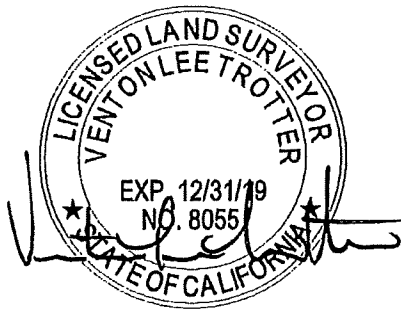
By _____
Deputy

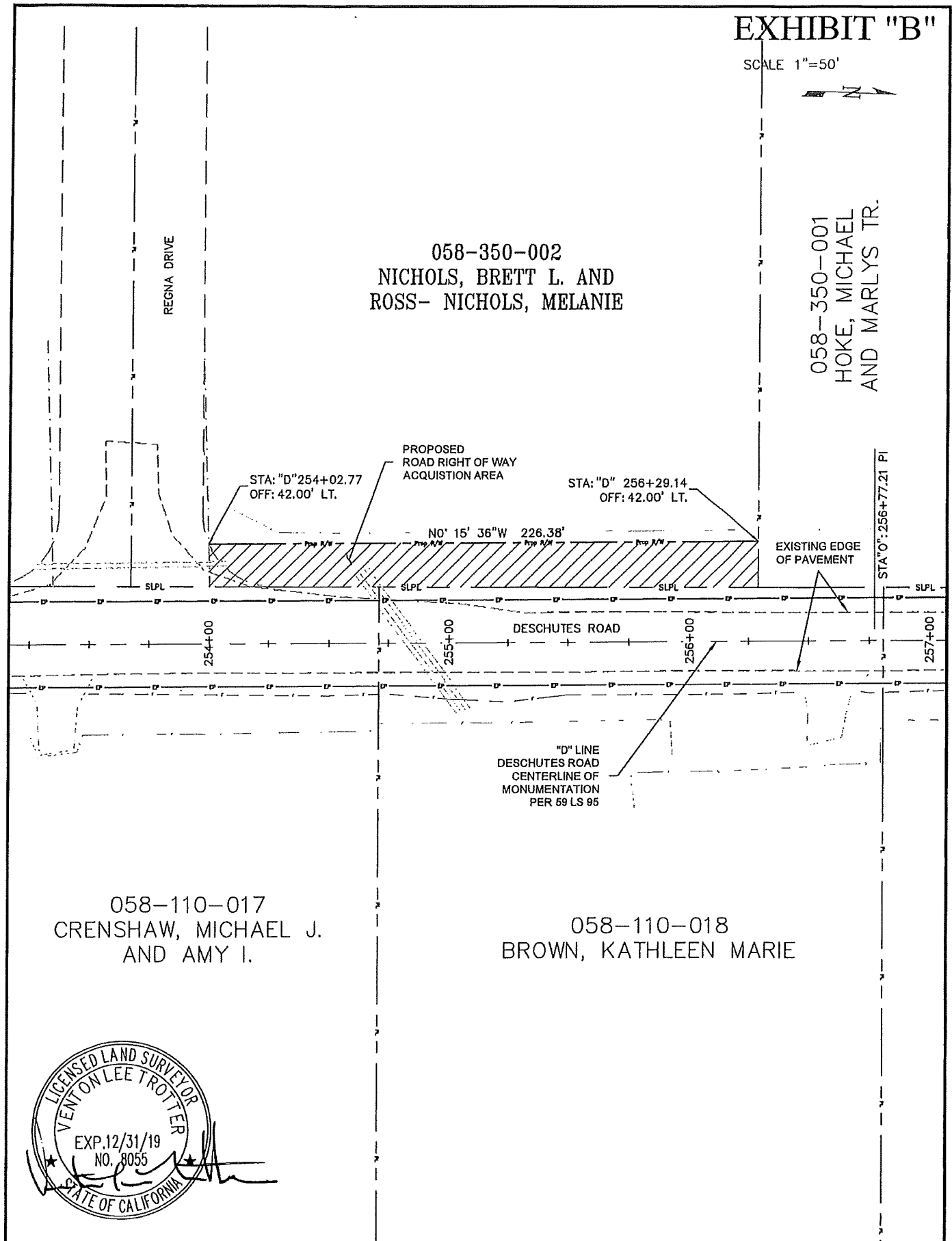
Legal Description - Nichols
Deschutes Road Widening Phase 2 Project

EXHIBIT "A"

All that portion of real property situated in the southeast one-quarter of Section 30, Township 31 North, Range 3 West, M.D.B. & M., in the unincorporated area of the County of Shasta, State of California, as conveyed to Brett Lyle Nichols and Lynn Ross-Nichols, husband and wife as joint tenants, by deed recorded December 1, 2003 in Official Records Document No. 2003-0079635, Shasta County Records, lying easterly of a Proposed Right of Way line as shown on Exhibit "B", attached hereto and made a part thereof, said Right of Way line lying 42.00 feet westerly of and parallel with the centerline of monumentation for construction of a portion of Deschutes Road, Shasta County Road No. 2H01B, as shown on that certain Record of Survey for Deschutes Road filed May 10, 2019 in Book 59 of Land Surveys at Page 95, Shasta County Records. Said Right of Way line shall be lengthened or shortened as needed in order to terminate on the property line of the grantor.

Being a portion of APN 058-350-002





**COUNTY OF SHASTA
STATE OF CALIFORNIA**

RIGHT OF WAY CONTRACT

**STRATTON FAMILY LIMITED
PARTNERSHIP, A CALIFORNIA LIMITED
PARTNERSHIP**

**APN: 058-100-018
DESCHUTES ROAD WIDENING
PHASE II PROJECT**

This contract is entered into by and between the County of Shasta, hereinafter known as "County", and Stratton Family Limited Partnership, a California Limited Partnership, hereinafter known as "Grantor."

1. Grantor grants to County a property interest, in the form of Exhibit "I" (the "Deed") attached hereto and incorporated herein, conveying the property interest described in the Deed and Exhibits "A" and "B" attached thereto (the "Property"). The Deed has been executed by Grantor and delivered to County.
2. The parties have herein set forth the whole of their agreement, the performance of which constitutes the entire consideration for the conveyance of the Property and shall relieve County of all further obligations or claims relating to the location or construction of the proposed public improvement, which is described as widening Deschutes Road in accordance with the project specifications as shown on the Deschutes Road Widening Phase II Project Plan – Contract No. 702981, on file in the Shasta County Surveyor's Office (the "Specifications").
3. County shall:
 - A. Compensate Grantor in the amount of \$2,800.00 for the property interest described in section 1. above, including all compensation for approximately 1,400 feet of fence and associated landscaping, and the cost to relocate three gates. The compensation provided pursuant to this subsection shall be paid into Escrow No. P-133303 at Placer Title Company located at 2145 Larkspur Lane, Suite A, Redding, CA 96002 for payment to Grantor. If escrow is not closed and transfer of title is not complete within 180 days of execution of this contract by both parties, the compensation described in this subsection and the Deed shall be disbursed by Placer Title Company to County upon written request by County. If County requests that the compensation provided for in this contract and the Deed be disbursed to it, County shall pay the compensation described in this subsection directly to Grantor within sixty days of County's receipt of the compensation.
 - B. In addition to the compensation mentioned in Section 3.A. above, it is agreed the County will pay a sum of \$1,500.00 as an incentive to the Grantor for the timely signing of the Right of Way Contract. This incentive payment offer expires sixty (60) days from the Initiation of Negotiations (DATE YOU RECEIVED THIS CONTRACT BY CERTIFIED MAIL).
 - C. The compensation provided for in this section shall be paid after title to the Property is transferred to County free and clear of all liens, encumbrances, taxes, assessments, easements, and leases (recorded or unrecorded) except:

- (1) Taxes for the fiscal year shall be cleared and paid in the manner required by

Revenue and Taxation Code Section 5086;

- (2) Covenants, conditions, restrictions and reservations of record contained in the above referenced conveyance, if any;
- (3) Easements or rights of way over the Property for public or quasi-public utility or public street purposes, if any.

D. Pay all escrow and recording fees incurred in this transaction.

- 4. Any amount necessary to satisfy any due and payable taxes and any delinquent taxes due in any fiscal year except the fiscal year in which title to the Property is transferred to County, together with penalties and interest thereon, and any delinquent or non-delinquent assessments, and any bonds except those which title is to be taken subject-to or in accordance with the terms of this contract, may be deducted from the compensation provided in Section 3.
- 5. Grantor warrants that there are no oral and/or written leases on any portion of the Property exceeding a period of one month.
- 6. The right of possession and use of the Property shall commence upon transfer of title to County. Transfer of title is defined as the date in which the Board of Supervisors accepts the Deed conveying the interest in the Property to the County.
- 7. Grantor shall defend, hold harmless and indemnify Shasta County, its elected officials, officers, employees, agents and volunteers against all claims, suits, actions, costs, expenses (including but not limited to reasonable attorney's fees of County Counsel and counsel retained by County, expert fees, litigation costs, and investigation costs), damages, judgments or decrees occasioned by any person's or persons' claim or assertion regarding title to the Property.
- 8. At no expense to Grantor, and at the time of construction of the project, as additional compensation for the property interest described in section 1. above, County shall, in accordance with the Specifications, complete the following work on the Property:
 - A. Reconstruct one existing road connection. The road connection shall be considered an encroachment under permit on the County highway and is to be maintained, repaired and operated as such by Grantor, their assigns and successors. Grantor shall grant to County, its employees and agents, permission to enter upon Grantor's property, for the purpose of constructing the public improvements described in the Specifications and accomplishing all necessary incidents thereto including but not limited to the work described in this section.
 - B. Upon County's recordation of a notice of completion for the Project, Grantor hereby assumes ownership and responsibility for the improvements constructed on Grantor's property and releases the County and its employees and agents from any further responsibility related to the work performed by County pursuant to this section.
- 9. This contract supersedes all previous agreements between Grantor and County regarding the Property and constitutes the entire understanding of the parties hereto. There are no agreements, representations, or warranties, express or implied, not specified in this contract.

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

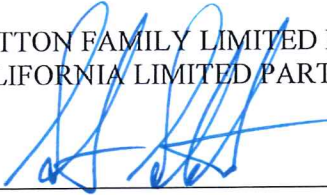
SIGNATURE PAGE FOLLOWS

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

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

APPROVED:
GRANTOR

STRATTON FAMILY LIMITED PARTNERSHIP,
A CALIFORNIA LIMITED PARTNERSHIP



Date 9-27-19



Date _____

APPROVED:
County of Shasta

By _____
LEONARD MOTY, Chairman
Board of Supervisors
County of Shasta
State of California

Date _____


ATTEST:

LAWRENCE G. LEES
Clerk of the Board of Supervisors

APPROVED AS TO FORM:

RUBIN E. CRUSE, JR.
County Counsel

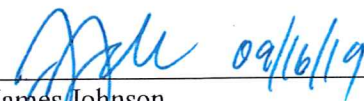
By _____
Deputy

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

RECOMMENDED FOR APPROVAL:

RISK MANAGEMENT APPROVAL

By 
PATRICK J. MINTURN, Director
Department of Public Works

By  09/16/19
James Johnson
Risk Management Analyst III

Deschutes Rd Widening Phase II
Stratton

EXHIBIT "1"

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

NO FEE - COUNTY BUSINESS
GOVERNMENT CODE §-6103
AP NO. 058-100-018 (a portion)
PROJECT: Deschutes Road Widening Phase II (ROAD)

DPW NO.: 2H01B-2019-14

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

EASEMENT DEED

IN CONSIDERATION, receipt of which is hereby acknowledged,

STRATTON FAMILY LIMITED PARTNERSHIP, A CALIFORNIA LIMITED PARTNERSHIP, HEREBY GRANTS to the **COUNTY OF SHASTA**, a political subdivision of the State of California, a permanent easement for public purposes in, upon, over, under, across and along the following described real property situated in the northwest one-quarter of Section 29, Township 31 North, Range 3 West, M.D.B. & M., in the unincorporated area of County of Shasta, State of California, more particularly described in **EXHIBITS 'A' and 'B'**, attached hereto and made a part hereof.

STRATTON FAMILY LIMITED PARTNERSHIP,
A CALIFORNIA LIMITED PARTNERSHIP

By _____

Dated _____

By _____

Dated _____

EXHIBIT "1"

COUNTY OF SHASTA

STATE OF CALIFORNIA

EASEMENT DEED

(CERTIFICATE OF ACCEPTANCE, GOVERNMENT CODE, SECTION 27281)

**STRATTON FAMILY LIMITED PARTNERSHIP, A CALIFORNIA
LIMITED PARTNERSHIP**

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 STRATTON FAMILY LIMITED PARTNERSHIP, A CALIFORNIA LIMITED PARTNERSHIP, 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 _____, 2019.

LAWRENCE G. LEES
Clerk of the Board of Supervisors

By _____
Deputy

Legal Description - Stratton
Deschutes Road Widening Phase 2 Project

EXHIBIT "A"

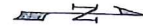
All that portion of real property situated in the northwest one-quarter of Section 29, Township 31 North, Range 3 West, M.D.B. & M., in the unincorporated area of the County of Shasta, State of California, as conveyed to the Stratton Family Limited Partnership, a California Limited Partnership by deed recorded June 5, 2019 in Official records Document No. 2019-0015275, Shasta County Records, lying westerly of the existing easterly edge of pavement of Deschutes Road, Shasta County Road No. 2H01B, as it is existed April 2, 2019 and as shown on that certain Record of Survey for Deschutes Road filed May 10, 2019 in Book 59 of Land Surveys at Page 95 Shasta County Records and as shown on Exhibit "B", attached hereto and made a part thereof

Being a portion of APN 058-100-018



EXHIBIT "B"

SCALE 1"=50'



058-350-001
HOKE, MICHAEL
AND MARLYS

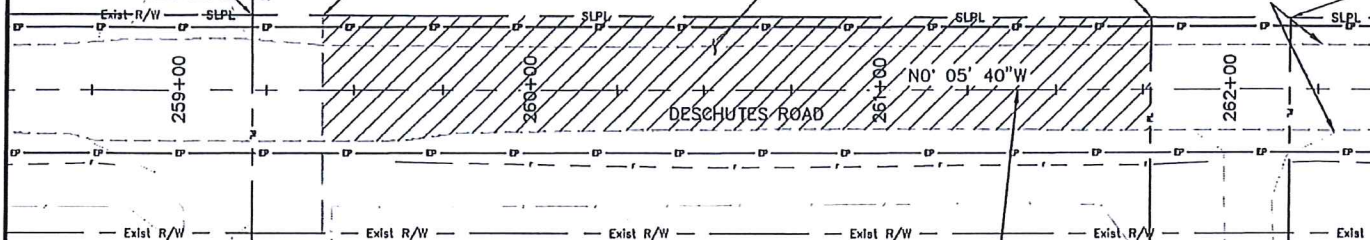
PROPOSED
ROAD RIGHT OF WAY
ACQUISITION AREA

STA: "D" 259+20.91
OFF: 21.50' LT.

STA: "D" 259+41.00
OFF: 21.43' LT.

STA: "D" 261+77.28
OFF: 20.61' LT.

EXISTING EDGE
OF PAVEMENT



"D" LINE
DESCHUTES ROAD
CENTERLINE OF
MONUMENTATION
PER 69 LS 95

058-110-009
BROWN, LEE R. TR.

SOCILLE TRAIL

058-100-018
STRATTON FAMILY LMTD.
PATNERSHIP

058-100-019
VAZQUEZ, ANTHONY J.

058-100-016
LUENBERGER,
MARGARET T.



**COUNTY OF SHASTA
STATE OF CALIFORNIA**

RIGHT OF WAY CONTRACT

**GARY ROBERT TAVIS AND JILL ALISON
TAVIS, TRUSTEES OF THE TAVIS 2000
LIVING TRUST DATED DECEMBER 27,
2000**

**APN: 058-420-048
DESCHUTES ROAD WIDENING
PHASE II PROJECT**

This contract is entered into by and between the County of Shasta, hereinafter known as "County", and Gary Robert Tavis and Jill Alison Tavis, Trustees of the Tavis 2000 Living Trust Dated December 27, 2000, hereinafter known as "Grantor."

1. Grantor grants to County a property interest, in the form of Exhibit "1" (the "Deed") attached hereto and incorporated herein, conveying the property interest described in the Deed and Exhibits "A" and "B" attached thereto (the "Property"). The Deed has been executed by Grantor and delivered to County.
2. The parties have herein set forth the whole of their agreement, the performance of which constitutes the entire consideration for the conveyance of the Property and shall relieve County of all further obligations or claims relating to the location or construction of the proposed public improvement, which is described as widening Deschutes Road in accordance with the project specifications as shown on the Deschutes Road Widening Phase II Project Plan – Contract No. 702981, on file in the Shasta County Surveyor's Office (the "Specifications").
3. County shall:
 - A. Compensate Grantor in the amount of \$2,200.00 for the property interest described in section 1. above. The compensation provided pursuant to this subsection shall be paid into Escrow No. P-131483 at Placer Title Company located at 2145 Larkspur Lane, Suite A, Redding, CA 96002 for payment to Grantor. If escrow is not closed and transfer of title is not complete within 180 days of execution of this contract by both parties, the compensation described in this subsection and the Deed shall be disbursed by Placer Title Company to County upon written request by County. If County requests that the compensation provided for in this contract and the Deed be disbursed to it, County shall pay the compensation described in this subsection directly to Grantor within sixty days of County's receipt of the compensation.
 - B. In addition to the compensation mentioned in Section 3.A. above, it is agreed the County will pay a sum of \$1,500.00 as an incentive to the Grantor for the timely signing of the Right of Way Contract. This incentive payment offer expires sixty (60) days from the Initiation of Negotiations (DATE YOU RECEIVED THIS CONTRACT BY CERTIFIED MAIL).
 - C. The compensation provided for in this section shall be paid after title to the Property is transferred to County free and clear of all liens, encumbrances, taxes, assessments, easements, and leases (recorded or unrecorded) except:

- (1) Taxes for the fiscal year shall be cleared and paid in the manner required by Revenue and Taxation Code Section 5086;
- (2) Covenants, conditions, restrictions and reservations of record contained in the above referenced conveyance, if any;
- (3) Easements or rights of way over the Property for public or quasi-public utility or public street purposes, if any.

D. Pay all escrow and recording fees incurred in this transaction.

4. Any amount necessary to satisfy any due and payable taxes and any delinquent taxes due in any fiscal year except the fiscal year in which title to the Property is transferred to County, together with penalties and interest thereon, and any delinquent or non-delinquent assessments, and any bonds except those which title is to be taken subject-to or in accordance with the terms of this contract, may be deducted from the compensation provided in Section 3.
5. Grantor warrants that there are no oral and/or written leases on any portion of the Property exceeding a period of one month.
6. The right of possession and use of the Property shall commence upon transfer of title to County. Transfer of title is defined as the date in which the Board of Supervisors accepts the Deed conveying the interest in the Property to the County.
7. Grantor shall defend, hold harmless and indemnify Shasta County, its elected officials, officers, employees, agents and volunteers against all claims, suits, actions, costs, expenses (including but not limited to reasonable attorney's fees of County Counsel and counsel retained by County, expert fees, litigation costs, and investigation costs), damages, judgments or decrees occasioned by any person's or persons' claim or assertion regarding title to the Property.
8. This contract supersedes all previous agreements between Grantor and County regarding the Property and constitutes the entire understanding of the parties hereto. There are no agreements, representations, or warranties, express or implied, not specified in this contract.
9. Grantor represents and warrants that Grantor has not engaged nor dealt with any agent, broker, or finder in connection with the sale contemplated by this contract. Grantor shall pay, and shall hold the County harmless from and against, any commission or finder's fee payable to any other person (or legal entity which) who represents or claims to represent the Grantor.
10. The terms of this contract shall not be waived, altered, modified, supplemented or amended in any manner whatsoever except by written agreement signed by the parties.

SIGNATURE PAGE FOLLOWS

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

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

APPROVED:
GRANTOR

TAVIS 2000 LIVING TRUST, DATED
DECEMBER 27, 2000


GARY ROBERT TAVIS, TRUSTEE

Date 9/29/19


JILL ALISON TAVIS, TRUSTEE

Date 9/29/19

APPROVED:
County of Shasta

By _____
LEONARD MOTY, Chairman
Board of Supervisors
County of Shasta
State of California

Date _____


ATTEST:

LAWRENCE G. LEES
Clerk of the Board of Supervisors

APPROVED AS TO FORM:


RUBIN E. CRUSE, JR.
County Counsel

By _____
Deputy

By  10/3/19
Matthew McOmber
Senior Deputy County Counsel
FOR DAVID YORTON

RECOMMENDED FOR APPROVAL:

RISK MANAGEMENT APPROVAL

By 
PATRICK J. MINTURN, Director
Department of Public Works

By  10/07/19
James Johnson
Risk Management Analyst III

EXHIBIT "1"

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

NO FEE - COUNTY BUSINESS
GOVERNMENT CODE §-6103
AP NO. 058-420-048 (a portion)
PROJECT: Deschutes Road Widening Phase II (ROAD)

DPW NO.: 2H01B-2019-29

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

EASEMENT DEED

IN CONSIDERATION, receipt of which is hereby acknowledged,

GARY ROBERT TAVIS AND JILL ALISON TAVIS, TRUSTEES of the TAVIS 2000 LIVING TRUST, Dated DECEMBER 27, 2000, HEREBY GRANTS to the COUNTY OF SHASTA, a political subdivision of the State of California, a permanent easement for public purposes in, upon, over, under, across and along the following described real property situated in the southeast one-quarter of Section 19, Township 31 North, Range 3 West, M.D.B. & M., in the unincorporated area of County of Shasta, State of California, more particularly described in EXHIBITS 'A' and 'B', attached hereto and made a part hereof.

TAVIS 2000 LIVING TRUST,
Dated DECEMBER 27, 2000

By _____
GARY ROBERT TAVIS, TRUSTEE

Dated _____

By _____
JILL ALISON TAVIS, TRUSTEE

Dated _____

EXHIBIT "1"

COUNTY OF SHASTA

STATE OF CALIFORNIA

EASEMENT DEED

(CERTIFICATE OF ACCEPTANCE, GOVERNMENT CODE, SECTION 27281)

**GARY ROBERT TAVIS AND JILL ALISON TAVIS, TRUSTEES of the
TAVIS 2000 LIVING TRUST, Dated DECEMBER 27, 2000**

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 GARY ROBERT TAVIS AND JILL ALISON TAVIS, TRUSTEES of the TAVIS 2000 LIVING TRUST, Dated DECEMBER 27, 2000, 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 _____, 2019.

LAWRENCE G. LEES
Clerk of the Board of Supervisors

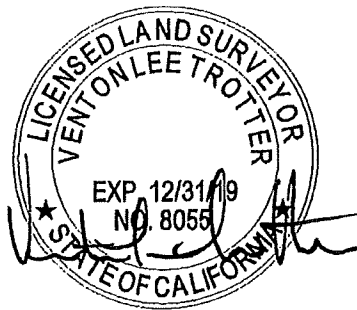
By _____
Deputy

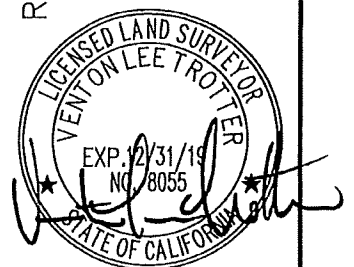
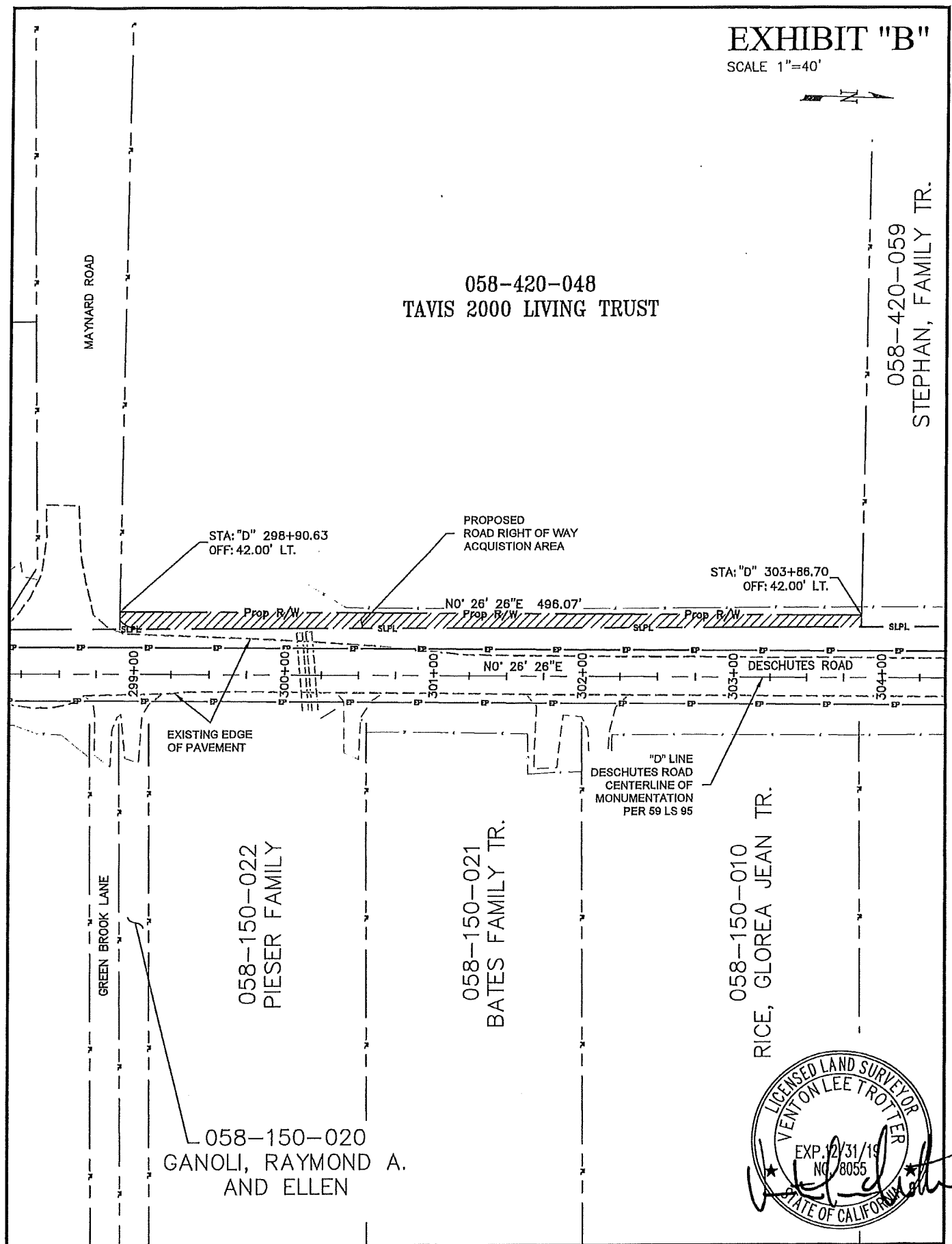
Legal Description - Tavis
Deschutes Road Widening Phase 2 Project

EXHIBIT "A"

All that portion of real property situated in the southeast one-quarter of Section 19, Township 31 North, Range 3 West, M.D.B. & M., in the unincorporated area of the County of Shasta, State of California, as conveyed to Gary Robert Tavis and Jill Alison Tavis, Trustees of the Tavis 2000 Living Trust, dated December 27, 2000, by deed recorded March 17, 2003 in Official Records Document No. 2003-0015592, Shasta County Records, lying easterly of a Proposed Right of Way line as shown on Exhibit "B", attached hereto and made a part thereof, said Right of Way line lying 42.00 feet westerly of and parallel with the centerline of monumentation for construction of a portion of Deschutes Road, Shasta County Road No. 2H01B, as shown on that certain Record of Survey for Deschutes Road filed May 10, 2019 in Book 59 of Land Surveys at Page 95, Shasta County Records. Said Right of Way line shall be lengthened or shortened as needed in order to terminate on the property line of the grantor.

Being a portion of APN 058-420-048





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

NO FEE - COUNTY BUSINESS
GOVERNMENT CODE §-6103
AP NO. 058-020-004 (a portion)
PROJECT: Deschutes Road Widening Phase II (ROAD)

DPW NO.: 2H01B-2019-05

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

EASEMENT DEED

IN CONSIDERATION, receipt of which is hereby acknowledged,

LEONARD I. GALLMEISTER and BETTY J. GALLMEISTER, HUSBAND and WIFE AS JOINT TENANTS, HEREBY GRANTS to the **COUNTY OF SHASTA**, a political subdivision of the State of California, a permanent easement for public purposes in, upon, over, under, across and along the following described real property situated in the southeast one-quarter of Section 31, Township 31 North, Range 3 West, M.D.B. & M., in the unincorporated area of County of Shasta, State of California, more particularly described in **EXHIBITS 'A' and 'B'**, attached hereto and made a part hereof.

By Leonard I. Gallmeister
LEONARD I. GALLMEISTER

Dated 9-29-2019

By Betty J. Gallmeister
BETTY J. GALLMEISTER

Dated 9-29-2019

COUNTY OF SHASTA

STATE OF CALIFORNIA

EASEMENT DEED

(CERTIFICATE OF ACCEPTANCE, GOVERNMENT CODE, SECTION 27281)

LEONARD I. GALLMEISTER and BETTY J. GALLMEISTER

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 LEONARD I. GALLMEISTER and BETTY J. GALLMEISTER, 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 _____, 2019.

LAWRENCE G. LEES
Clerk of the Board of Supervisors

By _____
Deputy

Legal Description - Gallmeister
Deschutes Road Widening Phase 2 Project

EXHIBIT "A"

All that portion of real property situated in the southeast one-quarter of Section 31, Township 31 North, Range 3 West, M.D.B. & M., in the unincorporated area of the County of Shasta, State of California, as conveyed to Leonard I. Gallmeister and Betty J. Gallmeister husband and wife, as joint tenants by deed recorded May 29, 1996 in Official Records Book 3427 at Page 200, Shasta County Records, lying easterly of a Proposed Right of Way line as shown on Exhibit "B", attached hereto and made a part thereof, said Right of Way line lying 35.00 feet westerly of and parallel with the centerline of monumentation for construction of a portion of Deschutes Road, Shasta County Road No. 2H01B, as shown on that certain Record of Survey for Deschutes Road filed May 10, 2019 in Book 59 of Land Surveys at Page 95, Shasta County Records. Said Right of Way line shall be lengthened or shortened as needed in order to terminate on the property line of the grantor.

Being a portion of APN 058-020-004

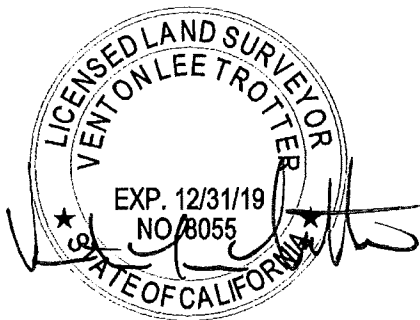
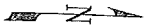


EXHIBIT "B"

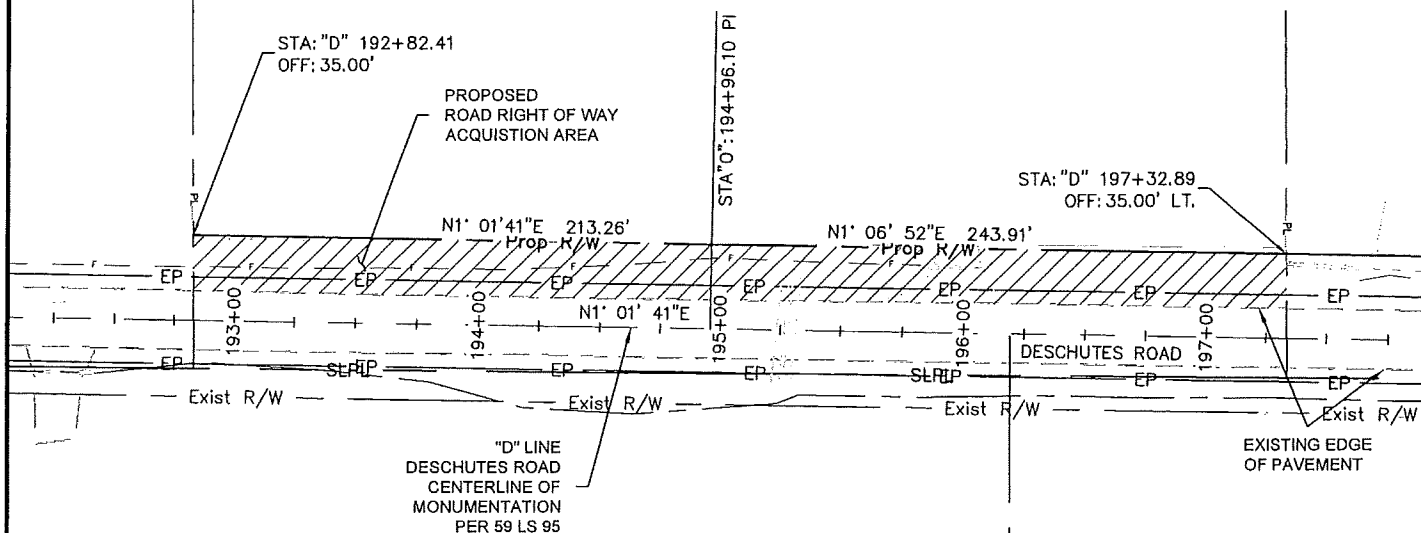
SCALE 1"=75'



058-020-006
MCCLOUD, ROSALIE

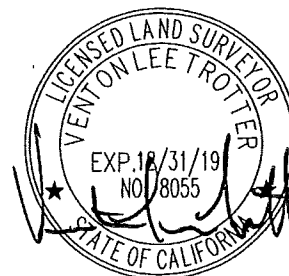
058-020-004
GALLMEISTER FAMILY TR.

SUNSHINE DRIVE (PVT)



058-010-038
BASELY, GUNNAR H.
AND TRACI M.

058-010-030
BENOIT, WILLIAM J.
AND SANDRA M.



ACKNOWLEDGMENT

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

State of California
County of Shasta

On September 29, 2019 before me, J. Andrews, A Notary Public
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature



(Seal)



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

NO FEE - COUNTY BUSINESS
GOVERNMENT CODE §-6103
AP NO. 058-350-003 (a portion)
PROJECT: Deschutes Road Widening Phase II (ROAD)

DPW NO.: 2H01B-2019-10

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

EASEMENT DEED

IN CONSIDERATION, receipt of which is hereby acknowledged,

ROBERT M. GERTSCH and SHARON SUE GERTSCH, HUSBAND and WIFE AS JOINT TENANTS, HEREBY GRANTS to the **COUNTY OF SHASTA**, a political subdivision of the State of California, a permanent easement for public purposes in, upon, over, under, across and along the following described real property situated in the southeast one-quarter of Section 30, Township 31 North, Range 3 West, M.D.B. & M., in the unincorporated area of County of Shasta, State of California, more particularly described in **EXHIBITS 'A' and 'B'**, attached hereto and made a part hereof.

By Robert M Gersch
ROBERT M. GERTSCH

Dated 9/30/2019

By Sharon Sharon) Sue Gersch
SHARON SUE GERTSCH

Dated 9-30-2019

COUNTY OF SHASTA

STATE OF CALIFORNIA

EASEMENT DEED

(CERTIFICATE OF ACCEPTANCE, GOVERNMENT CODE, SECTION 27281)

ROBERT M. GERTSCH and SHARON SUE GERTSCH

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 ROBERT M. GERTSCH and SHARON SUE GERTSCH, 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 _____, 2019.

LAWRENCE G. LEES
Clerk of the Board of Supervisors

By _____
Deputy

Legal Description - Gertsch
Deschutes Road Widening Phase 2 Project

EXHIBIT "A"

All that portion of real property situated in the southeast one-quarter of Section 30, Township 31 North, Range 3 West, M.D.B. & M., in the unincorporated area of the County of Shasta, State of California, as conveyed to Robert M. Gertsch, by deed recorded June 29, 1995 in Official Records Book 3305 at Page 11, Shasta County Records, lying easterly of a Proposed Right of Way line as shown on Exhibit "B", attached hereto and made a part thereof, said Right of Way line lying 42.00 feet westerly of and parallel with the centerline of monumentation for construction of a portion of Deschutes Road, Shasta County Road No. 2H01B, as shown on that certain Record of Survey for Deschutes Road filed May 10, 2019 in Book 59 of Land Surveys at Page 95, Shasta County Records. Said Right of Way line shall be lengthened or shortened as needed in order to terminate on the property line of the grantor.

Being a portion of APN 058-350-003

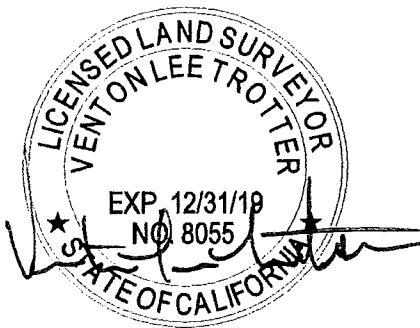
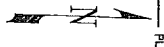


EXHIBIT "B"

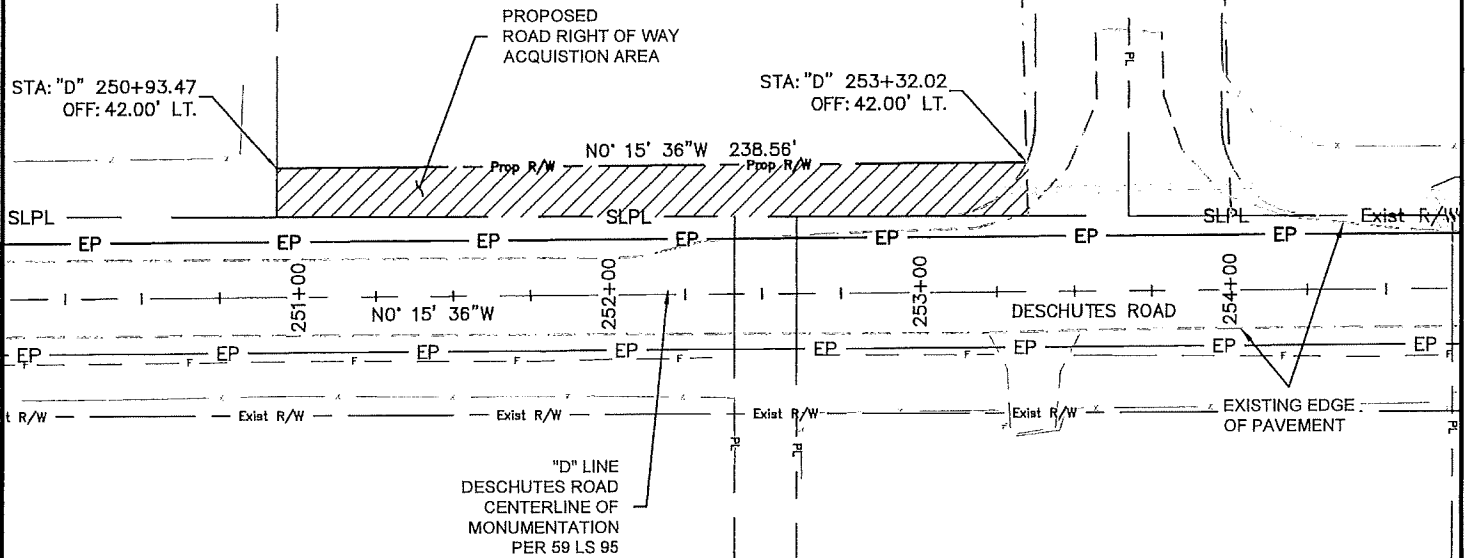
SCALE 1"=60'



058-350-005
CHALMERS, BRIAN A.

058-350-003
GERTSCH, ROBERT M.
AND SHARON DVA

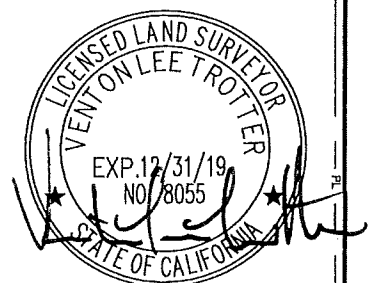
058-350-002
NICHOLS, BRETT
AND ROSS-NICHOLS,
MELANIE L.



058-110-007
WINTON, JAMES A.
AND JOSEPHINE TR.

058-110-017
CRENSHAW, MICHAEL J.
AND AMY I.

058-110-019
WINTON, JAMES A.
AND JOSEPHINE TR.



ACKNOWLEDGMENT

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

State of California
County of Shasta

On September 30, 2019 before me, J. Andrews, A Notary Public
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature



(Seal)



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

NO FEE - COUNTY BUSINESS
GOVERNMENT CODE §-6103
AP NO. 058-350-002 (a portion)
PROJECT: Deschutes Road Widening Phase II (ROAD)

DPW NO.: 2H01B-2019-11

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

EASEMENT DEED

IN CONSIDERATION, receipt of which is hereby acknowledged,

BRETT LYLE NICHOLS and MELANIE LYNN ROSS-NICHOLS, HUSBAND and WIFE, AS JOINT TENANTS, HEREBY GRANTS to the **COUNTY OF SHASTA**, a political subdivision of the State of California, a permanent easement for public purposes in, upon, over, under, across and along the following described real property situated in the southeast one-quarter of Section 30, Township 31 North, Range 3 West, M.D.B. & M., in the unincorporated area of County of Shasta, State of California, more particularly described in **EXHIBITS 'A' and 'B'**, attached hereto and made a part hereof.

By Brett Lyle Nichols
BRETT LYLE NICHOLS

Dated 9/28/2019

By Melanie Lynn Ross-Nichols
MELANIE LYNN ROSS-NICHOLS

Dated 9-28-19

COUNTY OF SHASTA

STATE OF CALIFORNIA

EASEMENT DEED

(CERTIFICATE OF ACCEPTANCE, GOVERNMENT CODE, SECTION 27281)

BRETT LYLE NICHOLS and MELANIE LYNN ROSS-NICHOLS

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 BRETT LYLE NICHOLS and MELANIE LYNN ROSS-NICHOLS, 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 _____, 2019.

LAWRENCE G. LEES
Clerk of the Board of Supervisors

By _____
Deputy

Legal Description - Nichols
Deschutes Road Widening Phase 2 Project

EXHIBIT "A"

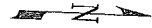
All that portion of real property situated in the southeast one-quarter of Section 30, Township 31 North, Range 3 West, M.D.B. & M., in the unincorporated area of the County of Shasta, State of California, as conveyed to Brett Lyle Nichols and Lynn Ross-Nichols, husband and wife as joint tenants, by deed recorded December 1, 2003 in Official Records Document No. 2003-0079635, Shasta County Records, lying easterly of a Proposed Right of Way line as shown on Exhibit "B", attached hereto and made a part thereof, said Right of Way line lying 42.00 feet westerly of and parallel with the centerline of monumentation for construction of a portion of Deschutes Road, Shasta County Road No. 2H01B, as shown on that certain Record of Survey for Deschutes Road filed May 10, 2019 in Book 59 of Land Surveys at Page 95, Shasta County Records. Said Right of Way line shall be lengthened or shortened as needed in order to terminate on the property line of the grantor.

Being a portion of APN 058-350-002



EXHIBIT "B"

SCALE 1"=50'



058-350-002
NICHOLS, BRETT L. AND
ROSS- NICHOLS, MELANIE

058-350-001
HOKE, MICHAEL
AND MARLYS TR.

REGNA DRIVE

STA: "D" 254+02.77
OFF: 42.00' LT.

PROPOSED
ROAD RIGHT OF WAY
ACQUISITION AREA

STA: "D" 256+29.14
OFF: 42.00' LT.

N0° 15' 36"W 226.38'

EXISTING EDGE
OF PAVEMENT

STA "O" 256+77.21 PI

254+00

255+00

DESCHUTES ROAD

256+00

257+00

"D" LINE
DESCHUTES ROAD
CENTERLINE OF
MONUMENTATION
PER 59 LS 95

058-110-017
CRENSHAW, MICHAEL J.
AND AMY I.

058-110-018
BROWN, KATHLEEN MARIE



ACKNOWLEDGMENT

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

State of California
County of Shasta

On September 28, 2019 before me, J. Andrews, A Notary Public
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature



(Seal)



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

NO FEE - COUNTY BUSINESS
GOVERNMENT CODE §-6103
AP NO. 058-100-018 (a portion)
PROJECT: Deschutes Road Widening Phase II (ROAD)

DPW NO.: 2H01B-2019-14

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

EASEMENT DEED

IN CONSIDERATION, receipt of which is hereby acknowledged,

STRATTON FAMILY LIMITED PARTNERSHIP, A CALIFORNIA LIMITED PARTNERSHIP, HEREBY GRANTS to the **COUNTY OF SHASTA**, a political subdivision of the State of California, a permanent easement for public purposes in, upon, over, under, across and along the following described real property situated in the northwest one-quarter of Section 29, Township 31 North, Range 3 West, M.D.B. & M., in the unincorporated area of County of Shasta, State of California, more particularly described in **EXHIBITS 'A' and 'B'**, attached hereto and made a part hereof.

STRATTON FAMILY LIMITED PARTNERSHIP,
A CALIFORNIA LIMITED PARTNERSHIP

By  _____
Minturn

Dated 9.27.19

By _____

Dated _____

COUNTY OF SHASTA

STATE OF CALIFORNIA

EASEMENT DEED

(CERTIFICATE OF ACCEPTANCE, GOVERNMENT CODE, SECTION 27281)

**STRATTON FAMILY LIMITED PARTNERSHIP, A CALIFORNIA
LIMITED PARTNERSHIP**

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 STRATTON FAMILY LIMITED PARTNERSHIP, A CALIFORNIA LIMITED PARTNERSHIP, 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 _____, 2019.

LAWRENCE G. LEES
Clerk of the Board of Supervisors

By _____
Deputy

Legal Description - Stratton
Deschutes Road Widening Phase 2 Project

EXHIBIT "A"

All that portion of real property situated in the northwest one-quarter of Section 29, Township 31 North, Range 3 West, M.D.B. & M., in the unincorporated area of the County of Shasta, State of California, as conveyed to the Stratton Family Limited Partnership, a California Limited Partnership by deed recorded June 5, 2019 in Official records Document No. 2019-0015275, Shasta County Records, lying westerly of the existing easterly edge of pavement of Deschutes Road, Shasta County Road No. 2H01B, as it is existed April 2, 2019 and as shown on that certain Record of Survey for Deschutes Road filed May 10, 2019 in Book 59 of Land Surveys at Page 95 Shasta County Records and as shown on Exhibit "B", attached hereto and made a part thereof

Being a portion of APN 058-100-018

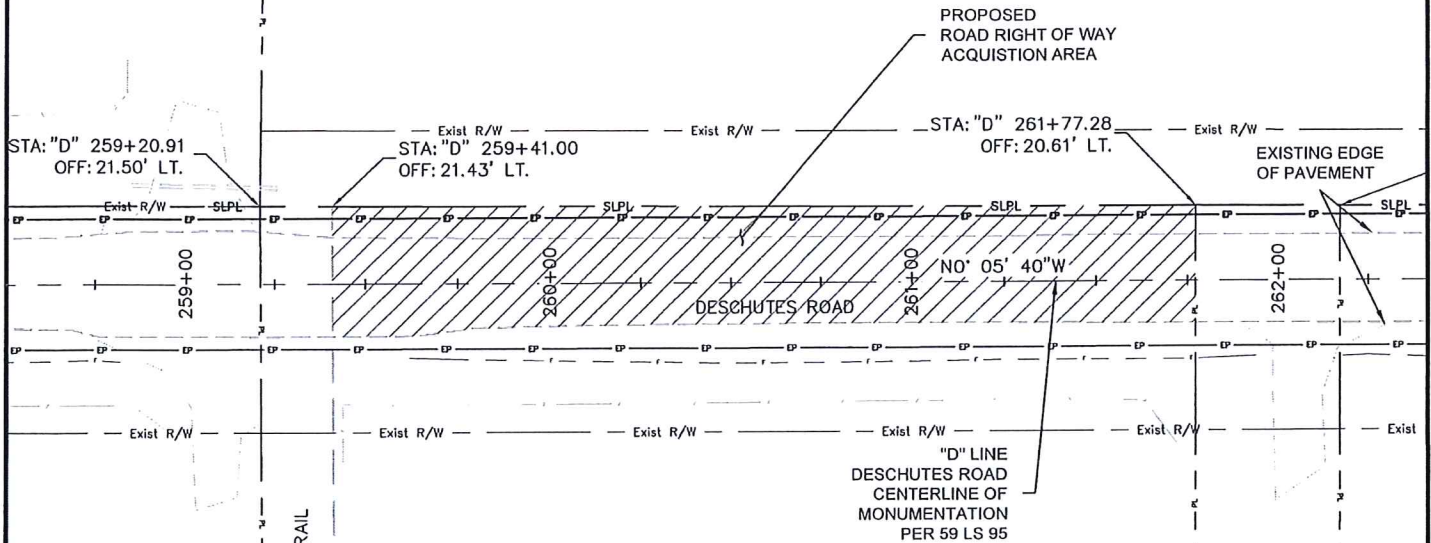


EXHIBIT "B"

SCALE 1"=50'



058-350-001
HOKE, MICHAEL
AND MARLYS



058-110-009
BROWN, LEE R. TR.

SOCILLE TRAIL

058-100-018
STRATTON FAMILY LMTD.
PATNERSHIP

058-100-019
VAZQUEZ, ANTHONY J.

058-100-016
LUENBERGER,
MARGARET T.



ACKNOWLEDGMENT

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

State of California
County of Shasta

On September 27, 2019 before me, J. Andrews, A Notary Public
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature



(Seal)



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

NO FEE - COUNTY BUSINESS
GOVERNMENT CODE §-6103
AP NO. 058-420-048 (a portion)
PROJECT: Deschutes Road Widening Phase II (ROAD)

DPW NO.: 2H01B-2019-29


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

EASEMENT DEED

IN CONSIDERATION, receipt of which is hereby acknowledged,

GARY ROBERT TAVIS AND JILL ALISON TAVIS, TRUSTEES of the TAVIS 2000 LIVING TRUST, Dated DECEMBER 27, 2000, HEREBY GRANTS to the **COUNTY OF SHASTA**, a political subdivision of the State of California, a permanent easement for public purposes in, upon, over, under, across and along the following described real property situated in the southeast one-quarter of Section 19, Township 31 North, Range 3 West, M.D.B. & M., in the unincorporated area of County of Shasta, State of California, more particularly described in **EXHIBITS 'A' and 'B'**, attached hereto and made a part hereof.

TAVIS 2000 LIVING TRUST,
Dated DECEMBER 27, 2000

By 
GARY ROBERT TAVIS, TRUSTEE

Dated 9/27/19

By 
JILL ALISON TAVIS, TRUSTEE

Dated 9/28/19

COUNTY OF SHASTA

STATE OF CALIFORNIA

EASEMENT DEED

(CERTIFICATE OF ACCEPTANCE, GOVERNMENT CODE, SECTION 27281)

**GARY ROBERT TAVIS AND JILL ALISON TAVIS, TRUSTEES of the
TAVIS 2000 LIVING TRUST, Dated DECEMBER 27, 2000
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 GARY ROBERT TAVIS AND JILL ALISON TAVIS, TRUSTEES of the TAVIS 2000 LIVING TRUST, Dated DECEMBER 27, 2000, 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 _____, 2019.

LAWRENCE G. LEES
Clerk of the Board of Supervisors

By _____
Deputy

Legal Description - Tavis
Deschutes Road Widening Phase 2 Project

EXHIBIT "A"

All that portion of real property situated in the southeast one-quarter of Section 19, Township 31 North, Range 3 West, M.D.B. & M., in the unincorporated area of the County of Shasta, State of California, as conveyed to Gary Robert Tavis and Jill Alison Tavis, Trustees of the Tavis 2000 Living Trust, dated December 27, 2000, by deed recorded March 17, 2003 in Official Records Document No. 2003-0015592, Shasta County Records, lying easterly of a Proposed Right of Way line as shown on Exhibit "B", attached hereto and made a part thereof, said Right of Way line lying 42.00 feet westerly of and parallel with the centerline of monumentation for construction of a portion of Deschutes Road, Shasta County Road No. 2H01B, as shown on that certain Record of Survey for Deschutes Road filed May 10, 2019 in Book 59 of Land Surveys at Page 95, Shasta County Records. Said Right of Way line shall be lengthened or shortened as needed in order to terminate on the property line of the grantor.

Being a portion of APN 058-420-048

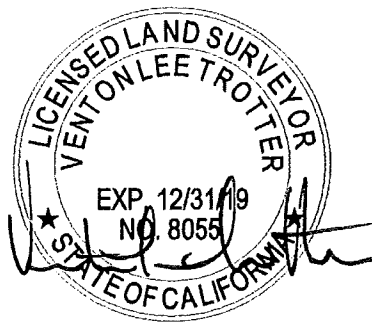
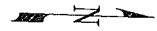


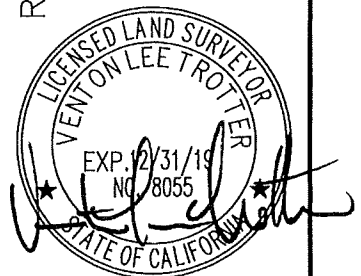
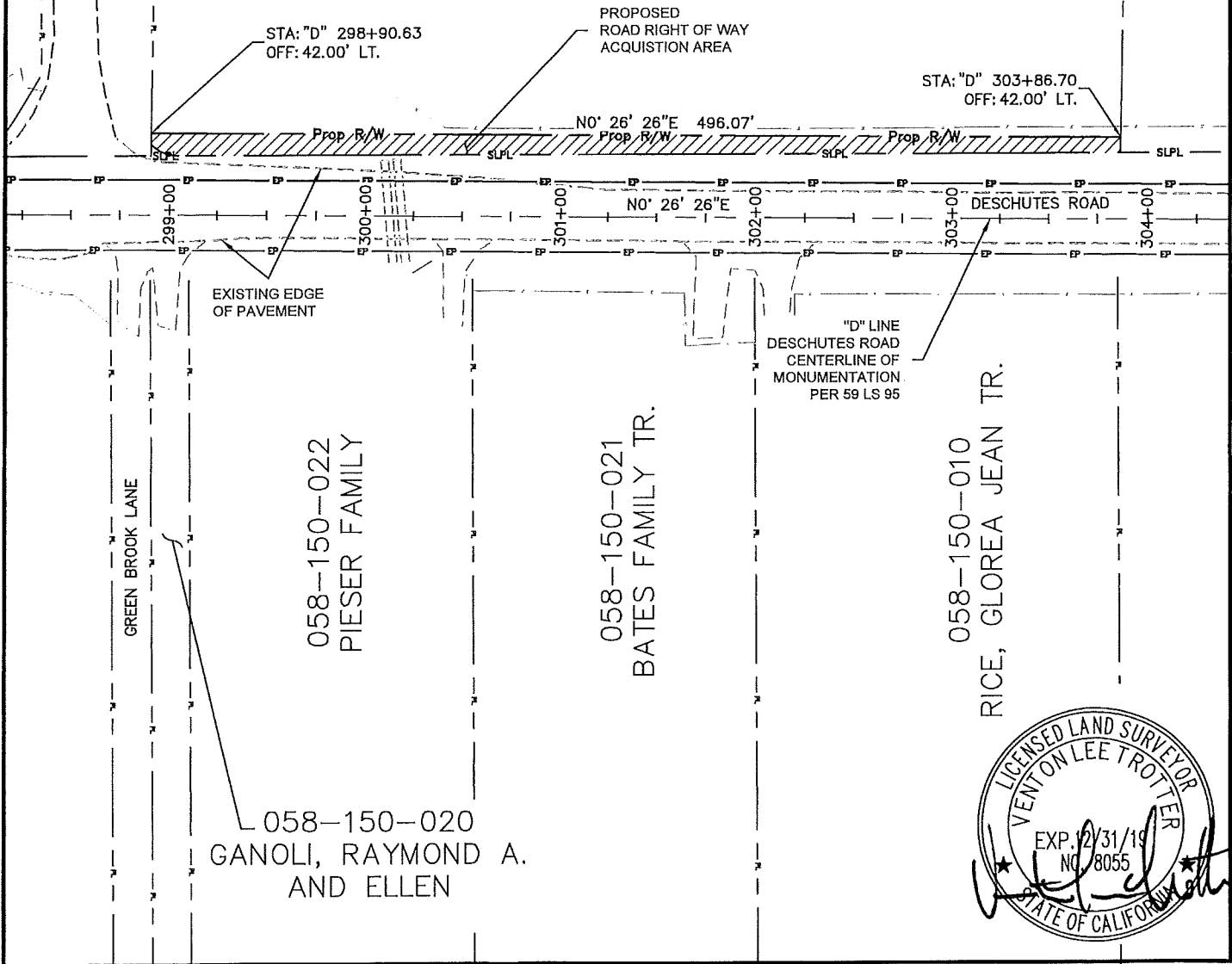
EXHIBIT "B"

SCALE 1"=40'



058-420-048
TAVIS 2000 LIVING TRUST

058-420-059
STEPHAN, FAMILY TR.



ACKNOWLEDGMENT

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

State of California
County of Shasta

On September 29, 2019 before me, J. Andrews, A Notary Public
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature



(Seal)



REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS

BOARD MEETING DATE: October 15, 2019

CATEGORY: Consent - Public Works-14.

SUBJECT:

Design Time & Tile Contract Amendment

DEPARTMENT: Public Works

Supervisory District No. : All

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

STAFF REPORT APPROVED BY: Pat Minturn, Public Works Director

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

RECOMMENDATION

Approve and authorize the Chairman to sign an amendment, effective date of signing, to the contract with Design Time & Tile, Inc. for the removal, supply and installation of flooring and cove base materials, which increases compensation by \$100,000 for a new maximum compensation of \$150,000, retaining the term of July 12, 2019 through July 11, 2020.

SUMMARY

An amendment is proposed to a flooring contract with Design Time & Tile, Inc.

DISCUSSION

On July 12, 2019, the County executed an aggregate public works contract with Design Time & Tile, Inc. Total compensation was not to exceed \$50,000. Two relatively large projects have since been proposed (\$31,523.03 & \$36,000). The proposed amendment would increase the contract amount by \$100,000 to \$150,000.

ALTERNATIVES

The Board may decline to approve the proposed amendment. Alternate bids may be solicited or the flooring projects may be deferred.

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.

FISCAL IMPACT

Total expenditures under this agreement in FY 2019/20 are estimated to be \$70,000. Adequate appropriations are included in

the Adopted FY 2019/20 Facilities Management Admin budget along with the various benefitting departments.

ATTACHMENTS:

Description	Upload Date	Description
Design Time & Tile Amendment	9/27/2019	Design Time & Tile Amendment

**FIRST AMENDMENT TO THE
AGGREGATE PUBLIC WORKS CONSTRUCTION CONTRACT
BETWEEN THE COUNTY OF SHASTA
AND
DESIGN TIME & TILE, INC.**

This First Amendment is entered into between the County of Shasta, a political subdivision of the State of California through the Facilities Management Division of Public Works ("County") and Design Time & Tile, Inc. ("Contractor") for the purpose of purchasing and installation of flooring and cove base services.

R E C I T A L S

WHEREAS, County and Contractor have previously entered into a Contract on July 12, 2019 ("Contract") for the purpose of purchasing and installation of flooring and cove base services; and

WHEREAS, County and Contractor desire to amend the Contract to increase the maximum compensation payable to Contractor by \$100,000.00 for a new maximum compensation of \$150,000.00 over the entire term of the Contract.

NOW, THEREFORE, the Contract is amended as follows:

I. Section 3. CONTRACT SUM of the Contract is amended as of the effective date of the Contract to read as follows:

Section 3. CONTRACT SUM

3.2 In no event shall the maximum amount payable to Contractor pursuant to this Contract exceed \$150,000.00.

II. REAFFIRMATION

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

III. ENTIRE CONTRACT

The Contract, as amended, and any attachments, constitutes the entire understanding between County and Contractor.

IV. EFFECTIVE DATE

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

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the Parties hereto have executed this First Amendment to the Contract. 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: David M. Yorton, Jr. 9/20/19
David M. Yorton, Jr.
Senior Deputy County Counsel

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

DESIGN TIME & TILE, INC.

By: _____
Print Name: Sylvia Schmitt
Title: Pres
Date: 9-18-19
Tax I.D. #: 463259807

By: _____
Print Name: Sylvia Schmitt
Title: VPres
Date: 9-18-19

PUBLIC WORKS CONSTRUCTION CONTRACT
Design Time & Tile, Inc.

Page 1

CONTRACT NO. C1213

REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS

BOARD MEETING DATE: October 15, 2019

CATEGORY: Consent - Public Works-15.

SUBJECT:

FRM Airport Pavement Project – State Grant Authorization

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

For the “Fall River Mills Airport, O89 Airfield and Airport Way Pavement Rehabilitation Project,” Contract No. 610514, adopt a resolution which: (1) Authorizes filing an application for a state Airport Improvement Program (AIP) Matching grant for this project; (2) authorizes acceptance of the allocation of state AIP Matching funds for this project; (3) authorizes the Public Works Director to execute an AIP Matching Grant Agreement for this project, provided it has been reviewed and approved as to form by Risk Management and County Counsel; and (4) authorizes the Public Works Director to sign any documents required to apply for and accept these subject funds on behalf of County.

SUMMARY

Grant funding is proposed to resurface the Fall River Mills Airport runway.

DISCUSSION

The County operates Fall River Mills Airport. A runway resurfacing project is proposed. Bids for the construction contract have been opened and are within budget.

The Federal Aviation Administration (FAA) will provide a 90% grant. The State Airport Improvement Program (AIP) will match 5% of the FAA grant amount (4.5% of total project cost). The Road fund will overlay Airport Way to provide the remaining match. The attached resolution is a prerequisite to AIP funding.

ALTERNATIVES

The Board may decline to pursue state matching funds. Alternate funding would be required.

OTHER AGENCY INVOLVEMENT

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

Administrative Office.

FISCAL IMPACT

The total cost of the project is estimated to be \$469,285. The FAA will fund 90% (\$422,356). The California Department of Transportation AIP will fund another 4.5% (\$21,117). The Road fund will provide the remainder (\$25,812). The Adopted FY 2019/20 Roads and Fall River Mills Airport Administration budgets have sufficient budgeted appropriations for this project. The Fall River Mills Airport Admin Fund is in a negative cash position as we await reimbursement from the FAA and will experience periods of negative cash during the project.

ATTACHMENTS:

Description	Upload Date	Description
State Grant Authorization Resolution FRM	10/10/2019	State Grant Authorization Resolution FRM

RESOLUTION NO. 2019-

**RESOLUTION OF THE BOARD OF SUPERVISORS
OF THE COUNTY OF SHASTA
AUTHORIZING THE SUBMITTAL OF AN APPLICATION, ACCEPTANCE OF AN
ALLOCATION OF FUNDS AND EXECUTION OF A GRANT AGREEMENT WITH THE
CALIFORNIA DEPARTMENT OF TRANSPORTATION FOR A MATCHING GRANT
FOR FEDERAL AVIATION ADMINISTRATION APPROVED PROJECT UNDER
AIRPORT IMPROVEMENT PROGRAM NO. 3-06-0077-016-2019**

WHEREAS, the County of Shasta and the Federal Aviation Administration (FAA) are parties to federal Airport Improvement Program (AIP) Grant 3-06-0077-016-2019 for the Airfield and Airport Way Pavement Rehabilitation Project at the Fall River Mills Airport, O89; and

WHEREAS, the California Department of Transportation, pursuant to the Public Utilities Code, Section 21683.1, provides grants of five percent (5%) of FAA grants to airports; and

WHEREAS, the California Department of Transportation requires the Board of Supervisors to adopt a resolution authorizing the submission of an application for an AIP Matching grant.

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of the County of Shasta, State of California:

1. Authorizes filing an application for a state AIP Matching grant for this project; and
2. Authorizes acceptance of the allocation of state AIP Matching funds for this project; and
3. Authorizes the Public Works Director to execute an AIP Matching Grant Agreement for this project, provided it has been reviewed and approved as to form by Risk Management and County Counsel.

BE IT FURTHER RESOLVED that the Board does hereby authorize Patrick J. Minturn, Public Works Director, to sign any documents required to apply for and accept these subject funds on behalf of the County of Shasta.

DULY PASSED AND ADOPTED this 15th day of October, 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: October 15, 2019

CATEGORY: Consent - Public Works-16.

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 six pickup trucks with plows and accessories to Crown Motors of Redding, California for a total price of \$332,471.55 (including tax and delivery); (2) approve and authorize the purchase of the six pickup trucks with plows and accessories; and (3) waive the requirement for competitive procurement.

SUMMARY

Six replacement pickup trucks with plows and accessories are proposed for road maintenance.

DISCUSSION

The County uses pickup trucks for general road maintenance and light snowplowing. Six pickup trucks have reached the end of their service life. Crown Motors has provided quotes to furnish six trucks at a price lower than offered under the competitively procured California Multiple Award Schedule (CMAS) State Contract. 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 decline to replace the trucks. The existing vehicles could be maintained for a few more years.

OTHER AGENCY INVOLVEMENT

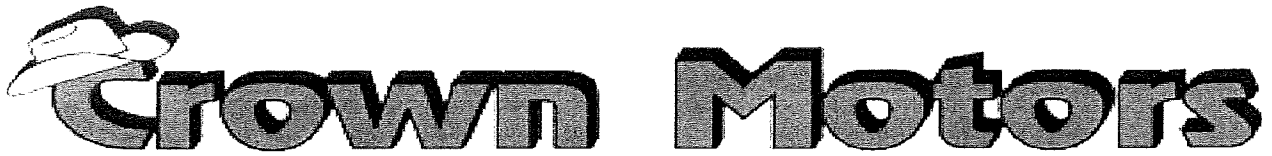
County Purchasing has approved the purchases. The County Administrative Office have reviewed this recommendation.

FISCAL IMPACT

Adequate budgeted appropriations to replace the vehicles are included in the Adopted FY 2019/20 Roads budget. Gas Tax is the funding source.

ATTACHMENTS:

Description	Upload Date	Description
Proposal - 2020 Ford F150 (1 ea.)	10/4/2019	Proposal - 2020 Ford F150 (1 ea.)
Proposal - 2020 Ford F250 (1 ea.)	10/4/2019	Proposal - 2020 Ford F250 (1 ea.)
Proposal - 2020 Ford F350 w/plow (2 ea.)	10/4/2019	Proposal - 2020 Ford F350 w/plow (2 ea.)
Proposal - 2020 Ford F350 SuperCab w/plow (1 ea.)	10/4/2019	Proposal - 2020 Ford F350 SuperCab w/plow (1 ea.)
Proposal - 2020 Ford F350 SuperCab w/plow (1 ea.)	10/4/2019	Proposal - 2020 Ford F350 SuperCab w/plow (1 ea.)



555 W. Cypress Ave. Redding CA 96001

Cell Phone: 530-523-6011 Email: bill@crownworktrucks.com

www.crownworktrucks.com

Fleet Proposal

10/2/2019

To: Shasta County Roads
 Attn: Craig Isberg

Prepared by: Bill Dawson

Re: Vehicle Quote New 2020 Ford F-150 SuperCab 4x4

Quantity	Description	Unit Price	Total
1	New 2020 Ford F-150 SuperCab 4x4 State Contract 1-18-23-20A	\$23,588.00	\$23,588.00
1	Change to 3.5 Liter EcoBoost V6	\$574.00	\$574.00
1	Upgrade to XLT Trim	\$3,756.00	\$3,756.00
1	Change to Long Wheel Base	\$1,246.00	\$1,246.00
1	Class IV Trailer Hitch Receiver	\$143.00	\$143.00
1	Reverse Sensing	\$262.00	\$262.00
1	Carpet Delete	\$0.00	\$0.00
1	Extra Key with Electronics	\$299.00	\$299.00
1	Discount for payment in 20 days	-\$500.00	-\$500.00
Net Price			\$29,368.00
Sales Tax			\$2,129.18
License			\$0.00
MVSC fee			\$30.00
Tire Tax			\$8.75
Bid Amount			\$31,535.93

Exempt

Price For one F-150 SuperCab XLT
 Quote good until 12/31/2019

**PURCHASE REQUISITION
SHASTA COUNTY**

REQUISITION NO. _____

P.O. NO. _____

DEPARTMENT **PUBLIC WORKS**

REQUESTED BY **Craig Isberg**

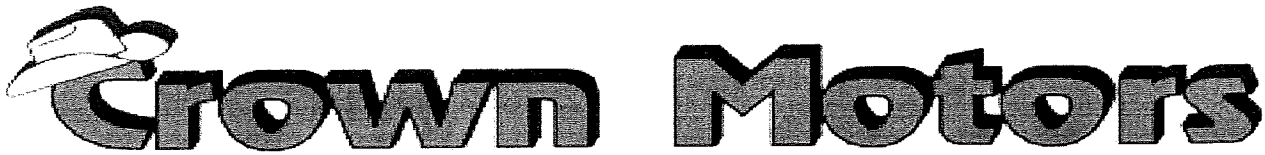
PURPOSE **New Vehicle Purchase**

DATE REQUIRED BUDGET ACCT. NO. **065341** *PH*

BUSINESS OFFICE USE ONLY - DO NOT WRITE IN ENCLOSED AREA			
VENDOR	Crown Motors		
ADDRESS	555 W. Cypress Ave. Redding Ca 96001		
TELEPHONE	(530)523-6011		
SUBMITTED BY	Bill Dawson		
TERMS			

ITEM	QUANTITY	UNIT	State Contract # 1-18-23-20A	ESTIMATED TOTAL COST	UNIT	PRICE	AMOUNT	UNIT	PRICE	AMOUNT	UNIT	PRICE	AMOUNT	AMOUNT
1	1	ea	New 2020 Ford F-150 Super Cab, Long Bed 4X4 Pickup				29,368 00							
2														
3														
4														
5														
6														
7			MVSC Fee				30 00							
8			Tire Tax				8 75							
9			Tax				2,129 18							
10			Total				31,535 93							

SUGGESTED VENDOR Crown Motors		SPECIAL INSTRUCTIONS:		FUNDS OK TO \$ _____		REJECTED FOR: <input type="checkbox"/> FURTHER JUSTIFICATION <input type="checkbox"/> FUNDS <input type="checkbox"/> ITEMS <input type="checkbox"/> SIGNATURES <input type="checkbox"/> CODING _____	
VENDOR ADDRESS 555 W. Cypress Ave. Redding Ca. 96001				CODING CHECKED _____			
REQUESTED BY: Craig Isberg		DATE 10/03/19		ACCOUNT NUMBER			
APPROVED: <i>fason Tilt</i>		DATE 10.3.19		AMOUNT			
SECTION SUPERVISOR				ITEM NUMBER		AMOUNT	
APPROVED: _____		DATE _____					
DIRECTOR							



555 W. Cypress Ave. Redding CA 96001

Cell Phone: 530-523-6011 Email: bill@crownworktrucks.com

www.crownworktrucks.com

Fleet Proposal

9/26/2019

To: Shasta County Roads
 Attn: Craig Isberg

Prepared by: Bill Dawson

Re: Vehicle Quote New 2020 Ford F-250 Crew Cab 4WD XL

Quantity	Description	Unit Price	Total
1	New 2020 Ford F-250 Crew Cab 4WD XL	\$27,445.00	\$27,445.00
	State Contract 1-18-23-20A		
1	Change to 8ft Bed 176" WB	\$195.00	\$195.00
1	Upgrade to XLT Trim	\$5,396.00	\$5,396.00
1	Carpet Delete	-\$43.00	-\$43.00
1	Reverse Sensing	\$262.00	\$262.00
1	Upfitter Switches	\$157.00	\$157.00
1	Extra Key with Electronics	\$299.00	\$299.00
1	Discount for Payment in 20 Days	-\$500.00	-\$500.00
Exempt		Net Price	\$33,211.00
		Sales Tax	\$2,407.80
		License	\$0.00
		MVSC fee	\$30.00
		Tire Tax	\$8.75
		Bid Amount	\$35,657.55

Price For one F-250 Crew Cab XLT
 Quote good until 12/31/2019

**PURCHASE REQUISITION
SHASTA COUNTY**

REQUISITION NO. _____

P.O. NO. _____

DEPARTMENT **PUBLIC WORKS**

REQUESTED BY **Craig Isberg**

PURPOSE **New Vehicle Purchase**

DATE REQUIRED BUDGET ACCT. NO. **065341** *HL*

BUSINESS OFFICE USE ONLY - DO NOT WRITE IN ENCLOSED AREA			
VENDOR	Crown Motors		
ADDRESS	555 W. Cypress Ave. Redding Ca 96001		
TELEPHONE	(530)523-6011		
SUBMITTED BY	Bill Dawson		
TERMS			

ITEM	QUANTITY	UNIT	State Contract # 1-18-23-20A	ESTIMATED TOTAL COST	UNIT	PRICE	AMOUNT	UNIT	PRICE	AMOUNT	UNIT	PRICE	AMOUNT	AMOUNT
1	1	ea	New 2020 Ford F-250 Crew Cab 4WD XL Pickup				33,211 00							
2			See Attached Quote for Listed Options											
3														
4														
5														
6														
7			MVSC Fee				30 00							
8			Tire Tax				8 75							
9			Tax				2,407 80							
10			Total				35,657 55							

SUGGESTED
VENDOR Crown Motors
VENDOR
ADDRESS 555 W. Cypress Ave. Redding Ca. 96001

SPECIAL INSTRUCTIONS:

REQUESTED BY: **Craig Isberg**

DATE 10/03/19

APPROVED: *Jason Ethel*
SECTION SUPERVISOR

DATE **10.3.19**

APPROVED:
DIRECTOR

DATE

FUNDS OK TO \$ _____	
CODING CHECKED _____	
ACCOUNT NUMBER	AMOUNT
ITEM NUMBER	AMOUNT

REJECTED FOR:

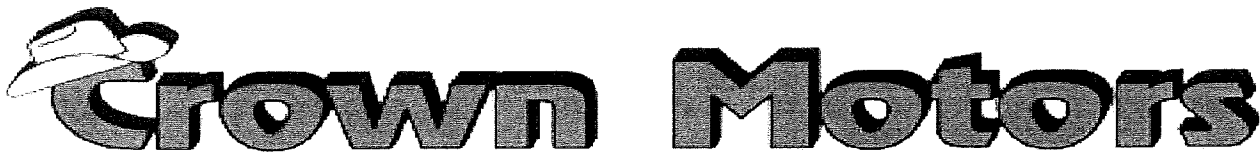
☐ FURTHER JUSTIFICATION

☐ FUNDS

☐ ITEMS

☐ SIGNATURES

☐ CODING



555 W. Cypress Ave. Redding CA 96001

Cell Phone: 530-523-6011 Email: bill@crowntworktrucks.com

www.crowntworktrucks.com

Fleet Proposal

9/27/2019

To: Shasta County Roads
Attn: Craig Isberg

Prepared by Bill Dawson

Re: Vehicle Quote New 2020 Ford F-350 Regular Cab 2WD XL

Quantity	Description	Unit Price	Total
1	New 2020 Ford F-350 Regular Cab 2WD XL State Contract 1-18-23-20A	\$24,696.00	\$24,696.00
1	Change to 4 Wheel Drive	\$2,660.00	\$2,660.00
1	Change to 6.7 Liter PowerStroke Diesel	\$10,044.00	\$10,044.00
1	Change to XLT Trim Level	\$4,550.00	\$4,550.00
1	Electronic 3.55 Locking Differential	\$372.00	\$372.00
1	All Terrain Tires	\$253.00	\$253.00
1	Snow Plow Prep Package	\$238.00	\$238.00
1	Skid Plates	\$95.00	\$95.00
1	Engine Block Heater	\$95.00	\$95.00
1	Upfitter Switches	\$157.00	\$157.00
1	Carpet Delete	-\$43.00	-\$43.00
1	Extra Key with Electronics	\$299.00	\$299.00
1	Western Pro Boss 8ft Snow Plow Knapheide SB Advanced Truck Body Estimate 5518	\$16,990.00	\$16,990.00
1	Discount for payment in 20 days	-\$500.00	-\$500.00
		Net Price	\$59,906.00
		Sales Tax	\$4,343.19
		License	\$0.00
		MVSC fee	\$30.00
		Tire Tax	\$8.75
		Bid Amount	\$64,287.94

Exempt

Price For one F-250 Crew Cab XLT
Quote good until 12/31/2019

**PURCHASE REQUISITION
SHASTA COUNTY**

REQUISITION NO. _____

P.O. NO. _____

DEPARTMENT **PUBLIC WORKS**

REQUESTED BY **Craig Isberg**

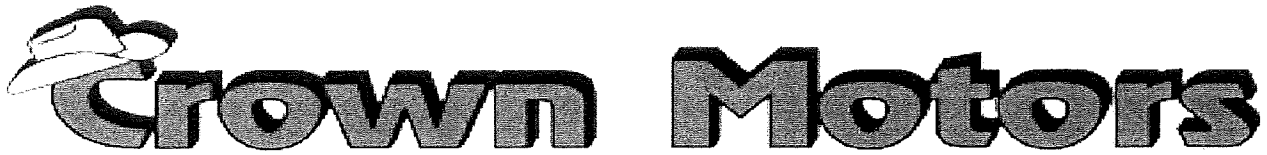
PURPOSE **New Vehicle Purchase**

DATE REQUIRED BUDGET ACCT. NO. **065341**

BUSINESS OFFICE USE ONLY - DO NOT WRITE IN ENCLOSED AREA			
VENDOR	Crown Motors		
ADDRESS	555 W. Cypress Ave. Redding Ca 96001		
TELEPHONE	(530)523-6011		
SUBMITTED BY	Bill Dawson		
TERMS			

ITEM	QUANTITY	UNIT	State Contract # 1-18-23-20A	ESTIMATED TOTAL COST	UNIT	PRICE	AMOUNT	UNIT	PRICE	AMOUNT	UNIT	PRICE	AMOUNT	AMOUNT
1	1	ea	New 2020 Ford F-350 Regular Cab 4WD with Western Pro Boss											
2			8 FT Snow Plow & Knapheide Service Body				59,906 00							
3														
4														
5														
6														
7			MVSC Fee				30 00							
8			Tire Tax				8 75							
9			Tax				4,343 19							
10			Total				64,287 94							

SUGGESTED VENDOR Crown Motors			SPECIAL INSTRUCTIONS:			FUNDS OK TO \$ _____			REJECTED FOR: <input type="checkbox"/> FURTHER JUSTIFICATION <input type="checkbox"/> FUNDS <input type="checkbox"/> ITEMS <input type="checkbox"/> SIGNATURES <input type="checkbox"/> CODING					
VENDOR ADDRESS 555 W. Cypress Ave. Redding Ca. 96001						CODING CHECKED _____								
REQUESTED BY: Craig Isberg			DATE 10/03/19			ACCOUNT NUMBER						AMOUNT		
APPROVED: <i>Jason Eilb</i>			DATE 10.3.19											
SECTION SUPERVISOR						ITEM NUMBER			AMOUNT					
APPROVED: _____			DATE _____											
DIRECTOR														



555 W. Cypress Ave. Redding CA 96001

Cell Phone: 530-523-6011 Email: bill@crownworktrucks.com

www.crownworktrucks.com

Fleet Proposal

9/27/2019

To: Shasta County Roads
 Attn: Craig Isberg

Prepared by Bill Dawson

Re: Vehicle Quote New 2020 Ford F-350 Regular Cab 2WD XL

Quantity	Description	Unit Price	Total
1	New 2020 Ford F-350 Regular Cab 2WD XL State Contract 1-18-23-20A	\$24,696.00	\$24,696.00
1	Change to 4 Wheel Drive	\$2,660.00	\$2,660.00
1	Change to 6.7 Liter PowerStroke Diesel	\$10,044.00	\$10,044.00
1	Change to XLT Trim Level	\$4,550.00	\$4,550.00
1	Electronic 3.55 Locking Differential	\$372.00	\$372.00
1	All Terrain Tires	\$253.00	\$253.00
1	Snow Plow Prep Package	\$238.00	\$238.00
1	Skid Plates	\$95.00	\$95.00
1	Engine Block Heater	\$95.00	\$95.00
1	Upfitter Switches	\$157.00	\$157.00
1	Carpet Delete	-\$43.00	-\$43.00
1	Extra Key with Electronics	\$299.00	\$299.00
1	Western Pro Boss 8ft Snow Plow Knapheide SB Advanced Truck Body Estimate 5518	\$16,990.00	\$16,990.00
1	Discount for payment in 20 days	-\$500.00	-\$500.00
Net Price			\$59,906.00
Sales Tax			\$4,343.19
License			\$0.00
MVSC fee			\$30.00
Tire Tax			\$8.75
Bid Amount			\$64,287.94

Exempt

Price For one F-250 Crew Cab XLT
 Quote good until 12/31/2019

**PURCHASE REQUISITION
SHASTA COUNTY**

REQUISITION NO. _____

P.O. NO. _____

DEPARTMENT **PUBLIC WORKS**

REQUESTED BY **Craig Isberg**

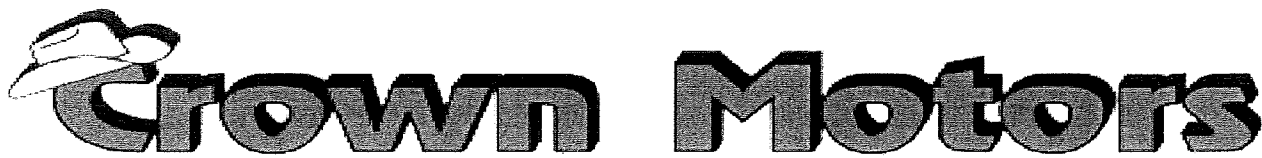
PURPOSE **New Vehicle Purchase**

DATE REQUIRED BUDGET ACCT. NO. **065341**

BUSINESS OFFICE USE ONLY - DO NOT WRITE IN ENCLOSED AREA			
VENDOR	Crown Motors		
ADDRESS	555 W. Cypress Ave. Redding Ca 96001		
TELEPHONE	(530)523-6011		
SUBMITTED BY	Bill Dawson		
TERMS:			

ITEM	QUAN-TITY	UNIT	State Contract # 1-18-23-20A	ESTIMATED TOTAL COST	UNIT	PRICE	AMOUNT	UNIT	PRICE	AMOUNT	UNIT	PRICE	AMOUNT	AMOUNT
1	1	ea	New 2020 Ford F-350 Regular Cab 4WD with Western Pro Boss											
2			8 FT Snow Plow & Knapheide Service Body				59,906 00							
3														
4														
5														
6														
7			MVSC Fee				30 00							
8			Tire Tax				8 75							
9			Tax				4,343 19							
10			Total				64,287 94							

SUGGESTED VENDOR Crown Motors		SPECIAL INSTRUCTIONS:		FUNDS OK TO \$ _____		REJECTED FOR: <input type="checkbox"/> FURTHER JUSTIFICATION <input type="checkbox"/> FUNDS <input type="checkbox"/> ITEMS <input type="checkbox"/> SIGNATURES <input type="checkbox"/> CODING		
VENDOR ADDRESS 555 W. Cypress Ave. Redding Ca. 96001				CODING CHECKED _____				
REQUESTED BY: Craig Isberg		DATE 10/03/19		ACCOUNT NUMBER				AMOUNT
APPROVED: <i>Jason Ellis</i>		DATE 10.3.19		ITEM NUMBER				AMOUNT
SECTION SUPERVISOR		DATE						
APPROVED: _____		DATE						
DIRECTOR								



555 W. Cypress Ave. Redding CA 96001

Cell Phone: 530-523-6011 Email: bill@crowworktrucks.com

www.crownworktrucks.com

Fleet Proposal

9/27/2019

To: Shasta County Roads
Attn: Craig Isberg

Prepared by: Bill Dawson

Re: Vehicle Quote New 2020 Ford F-350 Regular Cab 2WD XL

Quantity	Description	Unit Price	Total
1	New 2020 Ford F-350 Regular Cab 2WD XL State Contract 1-18-23-20A	\$24,696.00	\$24,696.00
1	Change to SuperCab	\$2,223.00	\$2,223.00
1	Change to 4 Wheel Drive	\$2,660.00	\$2,660.00
1	Change to 6.7 Liter PowerStroke Diesel	\$10,044.00	\$10,044.00
1	Change to XLT Trim Level	\$4,859.00	\$4,859.00
1	Electronic 3.55 Locking Differential	\$372.00	\$372.00
1	All Terrain Tires	\$253.00	\$253.00
1	Snow Plow Prep Package	\$238.00	\$238.00
1	Skid Plates	\$95.00	\$95.00
1	Engine Block Heater	\$95.00	\$95.00
1	Upfitter Switches	\$157.00	\$157.00
1	Carpet Delete	-\$43.00	-\$43.00
1	Extra Key with Electronics	\$299.00	\$299.00
1	Western Pro Boss 8ft Snow Plow Advanced Truck Body Estimate 5518	\$16,990.00	\$16,990.00
1	Discount for payment in 20 days	-\$500.00	-\$500.00
		Net Price	\$62,438.00
		Sales Tax	\$4,526.76
		License	\$0.00
		MVSC fee	\$30.00
		Tire Tax	\$8.75
		Bid Amount	\$67,003.51

Exempt

Price For one F-250 Crew Cab XLT
Quote good until 12/31/2019

**PURCHASE REQUISITION
SHASTA COUNTY**

REQUISITION NO. _____

P.O. NO. _____

DEPARTMENT **PUBLIC WORKS**

REQUESTED BY **Craig Isberg**

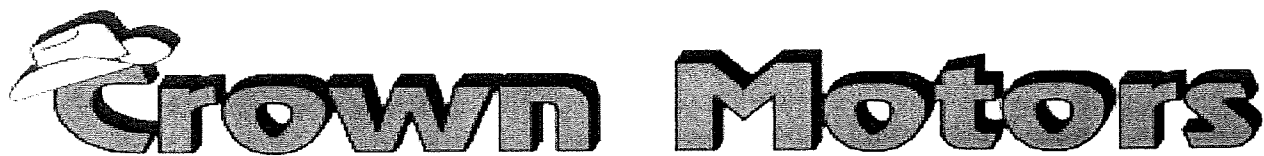
PURPOSE **New Vehicle Purchase**

DATE REQUIRED BUDGET ACCT. NO. **065341**

BUSINESS OFFICE USE ONLY - DO NOT WRITE IN ENCLOSED AREA			
VENDOR	Crown Motors		
ADDRESS	555 W. Cypress Ave. Redding Ca 96001		
TELEPHONE	(530)523-6011		
SUBMITTED BY:	Bill Dawson		
TERMS:			

ITEM	QUANTITY	UNIT	State Contract # 1-18-23-20A	ESTIMATED TOTAL COST	UNIT	PRICE	AMOUNT	UNIT	PRICE	AMOUNT	UNIT	PRICE	AMOUNT	AMOUNT
1	1	ea	New 2020 Ford F-350 Super Cab 4WD with Western Pro Boss											
2			8 FT Snow Plow & Knapheide Service Body				62,438 00							
3														
4														
5														
6														
7			MVSC Fee				30 00							
8			Tire Tax				8 75							
9			Tax				4,526 76							
10			Total				67,003 51							

SUGGESTED VENDOR Crown Motors		SPECIAL INSTRUCTIONS:		FUNDS OK TO \$ _____		REJECTED FOR: <input type="checkbox"/> FURTHER JUSTIFICATION <input type="checkbox"/> FUNDS <input type="checkbox"/> ITEMS <input type="checkbox"/> SIGNATURES <input type="checkbox"/> CODING	
VENDOR ADDRESS 555 W. Cypress Ave. Redding Ca. 96001				CODING CHECKED _____			
REQUESTED BY: Craig Isberg		DATE 10/03/19		ACCOUNT NUMBER			
APPROVED: <i>Jason Fille</i>		DATE 10.3.19		AMOUNT			
SECTION SUPERVISOR				ITEM NUMBER		AMOUNT	
APPROVED: _____		DATE _____					
DIRECTOR							



555 W. Cypress Ave. Redding CA 96001

Cell Phone: 530-523-6011 Email: bill@crownworktrucks.com

www.crownworktrucks.com

Fleet Proposal

9/27/2019

To: Shasta County Roads
Attn: Craig Isberg

Prepared by: Bill Dawson

W Dawson

Re: Vehicle Quote New 2020 Ford F-350 Regular Cab 2WD XL

Quantity	Description	Unit Price	Total
1	New 2020 Ford F-350 Regular Cab 2WD XL	\$24,696.00	\$24,696.00
	State Contract 1-18-23-20A		
1	Change to SuperCab	\$2,223.00	\$2,223.00
1	Change to 4 Wheel Drive	\$2,660.00	\$2,660.00
1	Change to 6.7 Liter PowerStroke Diesel	\$10,044.00	\$10,044.00
1	Change to XLT Trim Level	\$4,859.00	\$4,859.00
1	Electronic 3.55 Locking Differential	\$372.00	\$372.00
1	All Terrain Tires	\$253.00	\$253.00
1	Snow Plow Prep Package	\$238.00	\$238.00
1	Skid Plates	\$95.00	\$95.00
1	Engine Block Heater	\$95.00	\$95.00
1	Reverse Sensing	\$282.00	\$282.00
1	Upfitter Switches	\$157.00	\$157.00
1	Spray in Bedliner	\$569.00	\$569.00
1	Carpet Delete	-\$43.00	-\$43.00
1	Extra Key with Electronics	\$299.00	\$299.00
1	Western Pro Boss 8ft Snow Plow	\$9,300.00	\$9,300.00
	Advanced Truck Body Estimate 5519		
1	Discount for payment in 20 days	-\$500.00	-\$500.00
Net Price			\$55,599.00
Sales Tax			\$4,030.93
License			\$0.00
MVSC fee			\$30.00
Tire Tax			\$8.75
Bid Amount			\$59,668.68

ExemptPrice For one F-250 Crew Cab XLT
Quote good until 12/31/2019

**PURCHASE REQUISITION
SHASTA COUNTY**

REQUISITION NO. _____

P.O. NO. _____

DEPARTMENT **PUBLIC WORKS**

REQUESTED BY **Craig Isberg**

PURPOSE **New Vehicle Purchase**

DATE REQUIRED BUDGET ACCT. NO. **065341** *PL*

BUSINESS OFFICE USE ONLY - DO NOT WRITE IN ENCLOSED AREA			
VENDOR	Crown Motors		
ADDRESS	555 W. Cypress Ave. Redding Ca 96001		
TELEPHONE	(530)523-6011		
SUBMITTED BY	Bill Dawson		
TERMS			

ITEM	QUANTITY	UNIT	State Contract # 1-18-23-20A	ESTIMATED TOTAL COST	UNIT	PRICE	AMOUNT	UNIT	PRICE	AMOUNT	UNIT	PRICE	AMOUNT	AMOUNT
1	1	ea	New 2020 Ford F-350 Super Cab 4WD Pickup with Western Pro Boss											
2			8 FT Snow Plow.				55,599.00							
3														
4														
5														
6														
7			MVSC Fee				30.00							
8			Tire Tax				8.75							
9			Tax				4,030.93							
10			Total				59,668.68							

SUGGESTED VENDOR Crown Motors		SPECIAL INSTRUCTIONS:		FUNDS OK TO \$ _____		REJECTED FOR: <input type="checkbox"/> FURTHER JUSTIFICATION <input type="checkbox"/> FUNDS <input type="checkbox"/> ITEMS <input type="checkbox"/> SIGNATURES <input type="checkbox"/> CODING _____	
VENDOR ADDRESS 555 W. Cypress Ave. Redding Ca. 96001				CODING CHECKED _____			
REQUESTED BY: Craig Isberg		DATE 10/03/19		ACCOUNT NUMBER			
APPROVED: <i>Jason Eick</i>		DATE 10.3.19		AMOUNT			
SECTION SUPERVISOR				ITEM NUMBER		AMOUNT	
APPROVED: _____		DATE _____					
DIRECTOR							

REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS

BOARD MEETING DATE: October 15, 2019

CATEGORY: Consent - Public Works-17.

SUBJECT:

Thyssenkrupp Contract Amendment

DEPARTMENT: Public Works

Supervisory District No. : All

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

STAFF REPORT APPROVED BY: Pat Minturn, Public Works Director

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

RECOMMENDATION

Approve and authorize the Chairman to sign a retroactive amendment, effective August 6, 2019, to the contract with Thyssenkrupp Elevator Corporation to provide monthly maintenance services and repairs of the Jail elevators which increases compensation by \$55,000 for a new maximum compensation not to exceed \$100,000, retaining the term of December 1, 2018 through November 30, 2019 with one automatic one-year renewal.

SUMMARY

An amendment is proposed to a maintenance contract with Thyssenkrupp Elevator Corporation.

DISCUSSION

On December 1, 2018, the County executed an aggregate public works contract with Thyssenkrupp Elevator Corporation. Total compensation was not to exceed \$45,000. Routine maintenance typically costs \$1,200 per month. This summer, the motor failed on the main Jail elevator. Thyssenkrupp reconditioned the motor and returned it to service. That work exhausted the contract amount. The proposed amendment would increase the contract amount by \$55,000 to \$100,000.

ALTERNATIVES

The Board may decline to approve the proposed amendment. The existing contract amount has been expended. New proposals may be solicited for elevator maintenance and repair. This is highly specialized work with few local vendors.

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.

FISCAL IMPACT

Total expenditures under this agreement in FY 2019/20 are estimated to be \$24,000. Adequate appropriations are included in the Adopted FY 2019/20 Facilities Management Admin budget along with the various benefitting departments.

ATTACHMENTS:

Description	Upload Date	Description
Thyssenkrupp First Amendment	10/7/2019	Thyssenkrupp First Amendment

**FIRST AMENDMENT TO THE
AGGREGATE PUBLIC WORKS CONSTRUCTION CONTRACT
BETWEEN THE
COUNTY OF SHASTA
AND
THYSSENKRUPP ELEVATOR CORPORATION**

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

RECITALS

WHEREAS, County and Contractor have previously entered into a Contract on December 01, 2018 to provide full monthly maintenance services and repairs of elevators at the Shasta County Jail (Contract); and

WHEREAS, County and Contractor desire to amend the Contract to increase the maximum compensation payable to Contractor by \$55,000.00 for a new maximum compensation of \$100,000.00 during the term of the Contract.

NOW, THEREFORE, the Contract is amended as follows:

I. Section 3. **CONTRACT SUM**, of the Contract is amended to read as follows:

Section 3. CONTRACT SUM.

3.2 In no event shall the maximum amount payable to Contractor pursuant to this Contract exceed \$100,000.00 unless otherwise modified in accordance with this Contract.

II. REAFFIRMATION

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

III. ENTIRE CONTRACT

The Contract, as amended, and any attachments, constitutes the entire understanding between County and Contractor.

IV. EFFECTIVE DATE

Unless otherwise provided, this First Amendment shall be deemed effective retro-active date of August 6, 2019.

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the Parties hereto have executed this First Amendment to the Contract. 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:

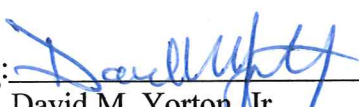
LAWRENCE G. LEES
Clerk of the Board of Supervisors


By: _____
Deputy

APPROVED AS TO FORM:

RUBIN E. CRUSE, JR.
County Counsel

RISK MANAGEMENT APPROVAL

By:  9/20/19
David M. Yorton, Jr.
Senior Deputy County Counsel

By:  09/20/19
James Johnson
Risk Management Analyst III

THYSSENKRUPP ELEVATOR CORPORATION

By: 

Print Name: Thomas Krimmel

Title: Account Manager

Date: 9/10/19

Tax I.D. #: 62-1211267

By: _____

Print Name: _____

Title: _____

Date: _____

Contractor's License No: _____

THYSSENKRUPP ELEVATOR CORPORATION

Public Works Construction Contract

Page 2

Page 252 of 270

CONTRACT NO. C1188

REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS

BOARD MEETING DATE: October 15, 2019

CATEGORY: Consent - Public Works-18.

SUBJECT:

World Telecom Contract Amendment

DEPARTMENT: Public Works

Supervisory District No. : All

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

STAFF REPORT APPROVED BY: Pat Minturn, Public Works Director

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

RECOMMENDATION

Approve and authorize the Chairman to sign an amendment, effective date of signing, to the agreement with World Telecom & Surveillance, Inc. for the purchase and installation of access control systems, field devices, and other associated services and materials, which increases compensation by \$75,000 for a new maximum compensation not to exceed \$150,000, retaining the term of July 20, 2018 through July 19, 2019, with one automatic one-year renewal.

SUMMARY

An amendment is proposed to an alarm contract with World Telecom & Surveillance, Inc.

DISCUSSION

On July 20, 2018, the County entered into an Aggregate Public Works Construction Contract with World Telecom & Surveillance, Inc. The work entailed the purchase and installation of access control systems and associated services. The contract amount was not to exceed \$45,000. On July 23, 2019, the contract was amended to increase compensation to an amount not to exceed \$75,000. Requests for alarm installations and modifications have continued to mount. The second amendment will increase compensation to an amount not to exceed \$150,000.

ALTERNATIVES

The Board may decline to approve the proposed amendment. The access control equipment is proprietary.

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.

FISCAL IMPACT

Adequate appropriations are included in the Adopted FY 2019/20 Facilities Management Admin budget along with the various benefitting departments.

ATTACHMENTS:

Description	Upload Date	Description
World Telecom & Surveillance Second Amendment	9/26/2019	World Telecom & Surveillance Second Amendment

**SECOND AMENDMENT TO THE
AGGREGATE PUBLIC WORKS CONSTRUCTION CONTRACT
BETWEEN THE COUNTY OF SHASTA
AND
WORLD TELECOM & SURVEILLANCE, INC.**

This Second Amendment is entered into between the County of Shasta, a political subdivision of the State of California through the Facilities Management Division of Public Works ("County") and World Telecom and Surveillance, Inc. ("Contractor") for the purchase and installation of access control systems, field devices and other associated services and materials.

RECITALS

WHEREAS, County and Contractor have previously entered into an agreement on July 20, 2018 for the purchase and installation of access control systems, field devices and other associated services and materials. ("Original Agreement"); and

WHEREAS, the original Agreement was amended on July 23, 2019 to increase the amount compensation payable to Contractor by \$30,000.00 for a new maximum compensation of \$75,000.00 over the entire term of the agreement ("First Amendment"); and

WHEREAS, County and Contractor desire to amend the Agreement to increase the amount compensation payable to Contractor by \$75,000. ("Second Amendment"); and

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

NOW, THEREFORE, the Agreement is amended as follows:

I. Section 3. CONTRACT SUM of the Contract is amended as of the effective date of the Contract to read as follows:

Section 3. CONTRACT SUM.

3.2 The Contract Sum shall not exceed \$150,000.00 unless otherwise modified in accordance with this Contract.

II. REAFFIRMATION

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

III. ENTIRE AGREEMENT

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

IV. EFFECTIVE DATE

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

SIGNATURE PAGE FOLLOWS

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

COUNTY OF SHASTA

Date: _____

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: MATTHEW McOMBER 9/23/19 For
David M. Yorton, Jr.
Senior Deputy County Counsel

By: [Signature] 09/23/19
James Johnson
Risk Management Analyst III

CONTRACTOR
WORLD TELECOM & SURVEILLANCE, INC

By: [Signature]

By: Kellie Belcastro

Print Name: Ryan Belcastro

Print Name: Kellie Belcastro

Title: President

Title: CFO

Date: 9/23/19

Date: 9/23/19

Tax I.D. #: 81-0650314

Contractor's License No: 793485

PUBLIC WORKS CONSTRUCTION CONTRACT
World Telecom & Surveillance, Inc.

REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS

BOARD MEETING DATE: October 15, 2019

CATEGORY: Regular - General Government-3.

SUBJECT:

N/A

DEPARTMENT: Administrative Office

Supervisory District No. : ALL

DEPARTMENT CONTACT: Larry Lees, County Executive Officer (530) 225-5550

STAFF REPORT APPROVED BY: Larry Lees, County Executive Officer

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

RECOMMENDATION

(1) Receive a legislative update and consider action on specific legislation related to Shasta County’s legislative platform; (2) approve and authorize the Chairman to sign a letter to California Treasurer Fiona Ma in support of State funding for the Williamson Act; and (3) receive Supervisors’ reports on countywide issues.

SUMMARY

N/A

DISCUSSION

N/A

ALTERNATIVES

N/A

OTHER AGENCY INVOLVEMENT

N/A

FISCAL IMPACT

N/A

ATTACHMENTS:

Description

Upload Date

Description

Letter in Support of Funding Williamson Act

10/3/2019

Letter in Support of
Funding Williamson Act

BOARD OF SUPERVISORS

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

JOE CHIMENTI, DISTRICT 1
LEONARD MOTY, DISTRICT 2
MARY RICKERT, DISTRICT 3
STEVE MORGAN, DISTRICT 4
LES BAUGH, DISTRICT 5

October 15, 2019

Treasurer Fiona Ma
California State Treasurer's Office
915 Capitol Mall
Sacramento, CA 95814

RE: Williamson Act Funding – Support

Dear Treasurer Ma:

Shasta County Board of Supervisors would like to thank you for spending time speaking at the Annual Rural County Representatives of California (RCRC) meeting in South Lake Tahoe last month.

Certainly, Shasta County has been significantly impacted by the loss of revenue due to the Williamson Act changes. We are especially encouraged with your commitment to addressing the funding for the Williamson Act. We look forward to future updates following your discussion with Governor Gavin Newsom.

Sincerely,

Leonard Moty, Chairman
Board of Supervisors
County of Shasta

REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS

BOARD MEETING DATE: October 15, 2019

CATEGORY: Regular - General Government-5.

SUBJECT:

Prepare Ballot Argument for Measure A

DEPARTMENT: Administrative Office

Supervisory District No. : All

DEPARTMENT CONTACT: Lawrence G. Lees, County Executive Officer (530) 225-5561

STAFF REPORT APPROVED BY: Lawrence G. Lees, County Executive Officer

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

RECOMMENDATION

Take the following actions: (1) Provide direction to staff to prepare a ballot argument, for the Board of Supervisors' consideration, supporting the Shasta County Public Safety Transactions and Use Tax Ordinance and, if an opposing ballot argument is submitted, to prepare a rebuttal argument for the Board of Supervisors' consideration; and (2) select a member of the Board of Supervisors to assist in the preparation of the ballot arguments.

SUMMARY

N/A

DISCUSSION

On October 1, 2019, the Board of Supervisors adopted a resolution that calls for an election and places the Shasta County Public Safety Transactions and Use Tax Ordinance on the ballot for the March 3, 2020 Primary Election for the purpose of enabling voters to approve or reject the ordinance. The Shasta County Elections Official has identified this ballot measure as Measure A.

If approved by the voters, Measure A will enact a one percent (1%) transactions and use tax throughout the entire county to fund specific public safety programs.

Elections Code section 9162(a) authorizes the Board of Supervisors or any member or members of the Board of Supervisors to file a written argument for or against Measure A, which would be included in the official ballot materials.

It is recommended that the Board of Supervisors provide direction to staff to prepare a ballot argument, for the Board of Supervisors' consideration, supporting Measure A.

If an opposing ballot argument is submitted, Elections Code section 9167 authorizes the Board of Supervisors or any member or members of the Board of Supervisors to file a rebuttal argument. It is recommended that, should an opposing argument be

submitted, the Board of Supervisors also provide direction to staff to prepare a rebuttal argument, for the Board's consideration.

It is also recommended that the Board of Supervisors select a member of the Board to assist in the preparation of the ballot arguments. The proposed ballot arguments would then be brought back to the Board for consideration.

Should more than one argument supporting Measure A be submitted to the County Clerk/Registrar of Voters, Elections Code section 9166 provides that the argument submitted by the Board of Supervisors would be given preference and priority.

ALTERNATIVES

The Board could: (1) Provide direction to staff to prepare a ballot argument, for the Board's consideration, opposing Measure A; or (2) the Board could decline to provide any direction to staff and determine not to submit any ballot arguments.

OTHER AGENCY INVOLVEMENT

The ballot argument will be prepared by the County Administrative Office and the member of the Board of Supervisors selected by the Board, with input from other agencies affected by Measure A.

FISCAL IMPACT

Costs for staff time to prepare a ballot argument and possibly a rebuttal argument are included in the affected departments' Fiscal Year 2019-20 Adopted Budgets.

REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS

BOARD MEETING DATE: October 15, 2019

CATEGORY: Regular - Health and Human Services-6.

SUBJECT:

Presentation on the impact of vaping on youth in Shasta County

DEPARTMENT: Presentation

Supervisory District No. : All

DEPARTMENT CONTACT: Brandy Isola, Interim Public Health Branch Director (530) 245-6869

STAFF REPORT APPROVED BY: Brandy Isola, MPH, Interim Public Health Branch Director

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

RECOMMENDATION

Take the following actions: (1) Receive a presentation from Health and Human Services Agency – Public Health Interim Branch Director Brandy Isola and Health Officer Dr. Karen Ramstrom regarding the impact of vaping on youth in Shasta County; and (2) provide direction to staff.

SUMMARY

There has been a dramatic increase in the use of e-cigarettes and vape devices by youth in Shasta County over the last six years. The use of e-cigarettes or vaping devices are not safe for youth and young adults.

DISCUSSION

In a survey done among Shasta County youth in the 2017-18 school year, twenty-seven percent of ninth graders and 39 percent of eleventh graders have tried e-cigarettes or other vaping devices in their lifetime. Thirteen and 20 percent, respectively, of those same high schoolers reported recent use. Most e-cigarettes contain nicotine, the addictive chemical found in regular cigarettes, cigars, and other tobacco products. Nicotine has been found to harm the parts of the developing brain that control attention, learning, mood, and impulse control. The brain is not fully developed until around the age of 25. Flavored tobacco products are designed to attract youth. One study published in the American Journal of Preventive Medicine revealed that 81 percent of youth and 86 percent of young adult users reported that their first tobacco product was flavored, versus only 54 percent of adults age 25 years or older. The Federal Drug Administration banned the sale of flavored cigarettes primarily because of their attraction to youth. Unfortunately, this ban does not apply to the many other flavored tobacco products such as electronic cigarettes and e-juice.

ALTERNATIVES

The Board could choose not to receive the presentation or defer consideration to a future date.

OTHER AGENCY INVOLVEMENT

The Recommendation has been reviewed by the County Administrative Office.

FISCAL IMPACT

The minimal costs associated with preparing and presenting this report are included in the department's Fiscal Year 2019-20 Adopted Budget.

REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS

BOARD MEETING DATE: October 15, 2019

CATEGORY: Regular - Public Works-7.

SUBJECT:

CSA No. 6-Jones Valley – Terminate Emergency

DEPARTMENT: Public Works

County Service Area No. 6-Jones Valley Water

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?
4/5 Vote	No Additional General Fund Impact

RECOMMENDATION

On behalf of County Service Area (CSA) No. 6-Jones Valley Water, adopt a resolution which recognizes that: (1) Repairs to Pump #2 have been successfully completed; and (2) the circumstances and factors that led to the October 1, 2019 findings that emergency conditions exist due to needed repair or replacement of Pump #2 no longer exist and that the emergency is hereby terminated.

SUMMARY

Pump #2 has been restored to service in CSA No. 6-Jones Valley Water.

DISCUSSION

County Service Area No. 6-Jones Valley Water serves 500 households. The CSA draws its supply from Shasta Lake via three 60 Hp submersible pumps in steel casings. Pump #2 failed in 2017. Pump #3 failed last month, leaving the CSA with only Pump #1. On October 1, 2019, the Board declared an emergency and entered into agreements with J&J Pumps to repair Pump #2 in accordance with Public Contract Code sections 1102, 20134 and 22050. The work has been completed according to plan and for the original estimated amount (\$61,555.34). Accordingly, the emergency work and repairs required in order to resolve the conditions that gave rise to the emergency have been completed and there is no further need at this time for further emergency contract work to be performed in connection with CSA No. 6-Jones Valley.

Pumps have failed in each of the last three years. This frequency has suggested possible issues with the electrical supply. Monitoring devices have been in place for several months. The results are being analyzed by PACE Engineering and their report will be available shortly.

The failed Pump #2 motor has been inspected. One of its ceramic drive shaft seals was broken and another was lost. Lake water entered the motor cavity and shorted out the unit. This failure occurred five years after installation.

ALTERNATIVES

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

OTHER AGENCY INVOLVEMENT

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

FISCAL IMPACT

CSA No. 6-Jones Valley Water Admin Fund is currently insolvent with a cash balance of approximately (\$150,000). A significant rate increase was implemented earlier this year. It was anticipated that it would take several years for the CSA to return to fiscal health. Revenues have since increased by approximately \$10,000 per month. The fund will remain in a negative cash position throughout Fiscal Year 2019/20. Insolvent CSA expenditures impact the General Fund until the CSA returns to solvency.

ATTACHMENTS:

Description	Upload Date	Description
CSA 6 Resolution to Terminate Emergency	10/8/2019	CSA 6 Resolution to Terminate Emergency

RESOLUTION NO. 2019-

**A RESOLUTION OF THE BOARD OF SUPERVISORS
OF THE COUNTY OF SHASTA
PROCLAIMING THE TERMINATION OF THE EMERGENCY CONDITIONS FOR
COUNTY SERVICE AREA NO. 6-JONES VALLEY WATER**

WHEREAS, Public Contract Code section 1102 defines an emergency as “a sudden unexpected occurrence that poses a clear and imminent danger, requiring immediate action to prevent or mitigate the loss or impairment of life, health, property, or essential public services”; and

WHEREAS, pursuant to Public Contract Code section 20134(a), “In cases of emergency, when repair or replacements are necessary to permit the continued conduct of county operations or services, the board of supervisors, . . . may proceed at once to replace or repair any and all structures without adopting the plans, specifications, strain sheets, or working details or, subject to Chapter 2.5 (commencing with Section 22050), giving notice for bids to let contracts. If notice for bids to let contracts will not be given, the board shall comply with Chapter 2.5 (commencing with Section 22050)”; and

WHEREAS, Public Contract Code section 22050(a)(1) states, “In the case of an emergency, a public agency, pursuant to a four-fifths vote of its governing body may repair or replace a public facility, take any directly related and immediate action required by that emergency, and procure the necessary equipment, services, and supplies for those purposes, without giving notice for bids to let contracts”; and

WHEREAS, pursuant to Public Contract Code section 22050(c)(3), the Board of Supervisors shall terminate the action at the earliest possible date that conditions warrant so that the remainder of the emergency action may be completed by giving notice for bids to let contracts; and

WHEREAS, CSA No. 6–Jones Valley Water provides potable water to approximately 500 households in Jones Valley; and

WHEREAS, the water system draws out of Shasta Lake via three separate 60 horsepower pumps and motors in steel casings extending several hundred feet below the water surface; and

WHEREAS, any one of these pumps is adequate to meet potable water and fire suppression demand in the CSA; and

WHEREAS, the CSA No. 6–Jones Valley Water was reliant upon a single pump for water supply due to the failures and non-operability of the remaining two pumps; and

WHEREAS, the Board of Supervisors adopted Resolution No. 2019-093 on October 1, 2019, proclaiming an emergency for CSA No. 6-Jones Valley Water; and

WHEREAS, subsequent repairs to Pump #2 have restored the system’s capacity to reliably produce water; and

Resolution No. 2019-
October 15, 2019
Page 2 of 2

WHEREAS, the Board of Supervisors recognizes that the circumstances that led to the October 1, 2019 proclamation no longer exist.

NOW, THEREFORE BE IT RESOLVED that the Board of Supervisors hereby terminates the emergency for CSA No. 6-Jones Valley Water due to the repair of Pump #2 and the ability of the water system to deliver water to meet health and safety needs.

DULY PASSED AND ADOPTED this 15th day of October, 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: October 15, 2019

CATEGORY: Closed Session B-8.

SUBJECT:

DEPARTMENT:

Supervisory District No. :

DEPARTMENT CONTACT:

STAFF REPORT APPROVED BY:

Vote Required?	General Fund Impact?

RECOMMENDATION

The Board of Supervisors will recess to a Closed Session to discuss the following item (est. 1 hour 35 minutes):

CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION

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

Names of Cases:

Everett Jewett, et al. v. County of Shasta

Global Discoveries LTD. v. County of Shasta, et al.

First Tennessee Bank v. County of Shasta Board of Supervisors, et al.

CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION

(Government Code section 54956.9, subdivision (d), paragraph (4)):

Initiation of Litigation: One potential case

PUBLIC EMPLOYEE APPOINTMENT

(Government Code section 54957):

Title: County Executive Officer

CONFERENCE WITH LABOR NEGOTIATOR

(Government Code section 54957.6):

Agency Negotiators: County Counsel Rubin Cruse, Jr.

Unrepresented Employee: County Executive Officer

CONFERENCE WITH LABOR NEGOTIATORS

(Government Code section 54957.6):

Agency Negotiators:

County Executive Officer Larry Lees

Personnel Director Angela Davis

Chief Labor Negotiator Gage Dungy, Liebert, Cassidy and Whitmore

Employee Organization:

Shasta County Management Council Mid-Management Bargaining Unit

General Teamsters Local 137

United Public Employees of California, Local 792 - General Unit

SUMMARY

DISCUSSION

ALTERNATIVES

OTHER AGENCY INVOLVEMENT

FISCAL IMPACT