



# SHASTA COUNTY

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## 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, November 5, 2019, 9:00 AM**

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

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

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

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

### **CALL TO ORDER**

Invocation: Pastor Murray Miller, Anderson Seventh-Day Adventist Church and Shasta Lake Bible Fellowship

Pledge of Allegiance: Supervisor Baugh

## **REGULAR CALENDAR**

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

### **BOARD MATTERS**

#### **R 1 Board Matters**

Adopt a resolution which recognizes Shasta County Health and Human Services Agency, Staff Services Analyst II, Denise Boehle as Shasta County's Employee of the Month for November 2019.

**No Additional General Fund Impact**

**Simple Majority Vote**

#### **R 2 Board Matters**

Adopt a proclamation which designates November 10-16, 2019, as "Veterans Awareness Week" in Shasta County and present this year's proclamation to the American Legion, Shasta Post 197.

**No Additional General Fund Impact**

**Simple Majority Vote**

### **PUBLIC COMMENT PERIOD - OPEN TIME**

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

## **CONSENT CALENDAR**

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

### **GENERAL GOVERNMENT**

#### **C 1 Assessor-Recorder**

Approve a budget amendment increasing appropriations by \$25,000 offset with increased use of "Recorders Micrographics Fees" designated fund balance in the

Recorder budget for scanning records into a digital format.

**No General Fund Impact** **4/5 Vote**

**C 2 Clerk of the Board**

Approve the minutes of the meeting held on October 22, 2019, as submitted.

**No General Fund Impact** **Simple Majority Vote**

**C 3 Clerk of the Board**

Reappoint Jerry "Abe" Hathaway, Chad Arseneau, and Walter Caldwell to the Burney Basin Mosquito Abatement District Board of Trustees to serve two-year terms to expire January 3, 2022.

**No General Fund Impact** **Simple Majority Vote**

**C 4 Clerk of the Board**

Take the following actions: (1) Appoint Supervisor Les Baugh as the 2020 Member to the Rural County Representatives of California (RCRC) Board of Directors and Supervisor Steve Morgan as the 2020 Alternate to the RCRC Board of Directors; and (2) appoint Supervisor Les Baugh as the 2020 Member to the Golden State Finance Authority (GSFA) and Supervisor Steve Morgan as the 2020 Alternate to the GSFA.

**No General Fund Impact** **Simple Majority Vote**

**C 5 County Counsel**

Approve and authorize the Chairman to sign an agreement with Manning & Kass Ellrod, Ramirez, Trester LLP (Firm) with no maximum compensation to provide legal services for the period November 5, 2019 through the later of November 5, 2024, or the completion of any matter(s) the County, through its County Counsel, assigns to Firm, or until the agreement is terminated pursuant to its provisions.

**No Additional General Fund Impact** **2/3 Vote**

**C 6 Support Services-Personnel**

Adopt a salary resolution, effective November 10, 2019, which amends the Shasta County Salary Schedule and Shasta County Position Allocation List.

**No Additional General Fund Impact** **Simple Majority Vote**

**HEALTH AND HUMAN SERVICES**

**C 7 Health and Human Services Agency-Adult Services**

Approve and authorize the Chairman to sign a retroactive amendment, effective October 15, 2019, to the agreement with Relias LLC for online training curriculum which increases the number of online subscriptions from 142 to 152, increases total maximum compensation from \$116,759.86 to \$124,927.67 (payable annually in advance), and authorizes the Director of the Health and Human Services Agency (HHS), or any HHS Branch Director designated by the HHS Director, to sign

prospective and retroactive amendments to the agreement that result in a change in compensation of no more than \$12,456 over the entire term of the agreement, retaining the term June 29, 2019 through June 30, 2024.

**No Additional General Fund Impact                      Simple Majority Vote**

**C 8      Housing and Community Action Programs**

Approve and authorize the Chairman to sign a retroactive agreement for Homeless Emergency Aid Program (HEAP) funding with Lassen County in an amount not to exceed \$76,927.80 to provide Services: Other than Homeless Youth Set-Aside and Homeless Youth Set-Aside for the period July 1, 2019 through June 30, 2021.

**No Additional General Fund Impact                      Simple Majority Vote**

**LAW AND JUSTICE**

**C 9      Sheriff-Coroner**

Take the following actions: (1) Accept a donation in the amount of \$29,000 for the purchase and implementation of the Sheriff's Office Unmanned Aircraft System Program ("Program"); and (2) approve a budget amendment increasing appropriations and revenue by \$29,000 in the Sheriff Patrol budget to implement the Program.

**General Fund Impact    4/5 Vote**

**C 10      Sheriff**

Adopt a resolution which recognizes that the circumstances and factors that led to the Board's February 19, 2019 ratification of a local emergency proclamation for February 2019 Winter Storms have not been resolved and that there is a need for continuation of the local emergency proclamation.

**General Fund Impact    Simple Majority Vote**

**C 11      Sheriff**

Adopt a resolution which recognizes that the circumstances and factors that led to the Board's July 23, 2019 ratification of a local emergency proclamation for Igo-Ono Community Services District have not been resolved and that there is a need for continuation of the local emergency proclamation.

**No Additional General Fund Impact                      Simple Majority Vote**

**C 12      Sheriff**

Ratify the Sheriff's signature on the California Office of Emergency Services (Cal OES) Fiscal Year 2019 Public Safety Power Shutoff (PSPS) Resiliency Allocation agreement which provides for a grant allocation to Shasta County in an amount of \$396,118 to support local government efforts to improve resiliency in response to utility-led PSPS actions for the performance period July 1, 2019 to October 31, 2022.



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

**No General Fund Impact**

**No Vote**

**R 4 Administrative Office**

Take the following actions for Measure A: (1) Temporarily suspend the operation of Rule 7(e)(1) in Administrative Policy 1-101, *Operation and Conduct of Business by the Board of Supervisors*; (2) approve the "Argument in Favor of Measure A" which supports the Shasta County Public Safety Transactions and Use Tax Ordinance; and (3) approve and authorize the Chairman to sign the Verification Statement (other four District Supervisors would also sign).

**No Additional General Fund Impact**

**Simple Majority Vote**

**R 5 Administrative Office**

Provide direction to staff regarding the process to fill the vacancy created by the upcoming retirement of the elected Sheriff-Coroner.

**No Additional General Fund Impact**

**Simple Majority Vote**

**R 6 Administrative Office**

Receive a project update regarding the space studies for County facilities from the County Administrative Office.

**No General Fund Impact**

**No Vote**

**R 7 Administrative Office**

Take the following actions: (1) Upon the recommendation of the County Executive Officer, appoint Ms. Laura Burch as the Shasta County Department of Child Support Services Director; and (2) establish Ms. Burch's start date as December 8, 2019 with Ms. Burch's starting salary at the B Step (\$55.779 per hour/\$9,668.00 per month) of the salary range for the position of Director of the Department of Child Support Services.

**No General Fund Impact**

**Simple Majority Vote**

**R 8 County Counsel**

Introduce and waive the reading of an Ordinance of the Board of Supervisors of the County of Shasta Adding Chapter 2.05, "Local Political Campaign Disclosure and Reporting Requirements," to the Shasta County Code.

**No Additional General Fund Impact**

**Simple Majority Vote**

**R 9 Treasurer-Tax Collector/Public Administrator**

Approve and authorize the Tax Collector to sell one tax-defaulted property in a sealed bid tax auction on February 26, 2020 and up to 61 tax-defaulted properties during a public tax auction February 28, 2020 to the highest bidder, noting that any unsold sealed bid parcels will be included in the public tax auction, and any unsold parcels may be re-offered at a reduced minimum price the same day of the public auction after recess.

**No Additional General Fund Impact**

**Simple Majority Vote**

**PUBLIC WORKS**

**R 10 Public Works**

**County Service Area No. 25-Keswick Water**

On behalf of County Service Area (CSA) No. 25-Keswick Water, take the following actions regarding the transfer of assets to Shasta Community Services District (CSD) to fulfill conditions set by the Shasta Local Area Formation Commission (LAFCO) in LAFCO Resolution 2019-02 for the annexation of CSA No. 25-Keswick Water to the CSD: (1) Adopt a resolution which authorizes the County, as successor of the Keswick Community Services District, to transfer ownership of two parcels identified as Assessor's Parcel Number: 065-140-034 (Fire Hall) and 065-140-033 (Surplus Parcel) to the CSD; (2) approve and authorize the Chairman to sign a Quitclaim Deed transferring the Fire Hall and Surplus Parcel to the CSD; and (3) approve and authorize the County Executive Officer to sign any documents pertaining to transfer of the CSA No. 25-Keswick Water fund balance to the CSD.

**No General Fund Impact**

**Simple Majority Vote**

**R 11 Public Works**

Adopt a resolution which declares a parcel identified as Assessor's Parcel Number 065-140-028 (Keswick Park) as no longer necessary for County purposes and approve and authorize the Chairman to sign a Quitclaim Deed transferring the Keswick Park to the Shasta Community Services District (Shasta CSD).

**No General Fund Impact**

**4/5 Vote**

**SCHEDULED HEARINGS**

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

**RESOURCE MANAGEMENT**

**R 12 Resource Management**

Take the following actions: (1) Conduct a public hearing; (2) close the public hearing; (3) find that Zone Amendment 19-0004 is not subject to the California

Environmental Quality Act (CEQA) in accordance with CEQA Guidelines Section 15061(b)(3); (4) adopt the recommended findings listed in Planning Commission Resolution 2019-023; and (5) introduce, waive the reading of, and enact an ordinance amending the Zoning Plan of the County of Shasta to amend the zoning of an undeveloped 5.75-acre parcel located at 20549 Mackinac Street, Burney, CA (Assessor's Parcel No. 028-100-020) from One-Family Residential-Restrictive Flood (R-1-F-2) to Multiple-Family Residential-Restrictive Flood (R-3-F-2) identified as Zone Amendment 19-0004.

**No Additional General Fund Impact**

**Simple Majority Vote**

**OTHER COUNTY AGENCIES**

The Shasta County Board of Supervisors will recess and reconvene as the Shasta County Water Agency. (See purple agenda.)

**SHASTA COUNTY WATER AGENCY**

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

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

**CLOSED SESSION ANNOUNCEMENT**

**R 13 The Board of Supervisors will recess to a Closed Session to discuss the following item (est. 15 minutes):**

**CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION**

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

Names of Cases: *County of Shasta, et al. v. Amerisourcebergen Drug Corporation, et al.*

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

**RECESS**

**REPORT OF CLOSED SESSION ACTIONS**

**ADJOURN**

**REMINDERS**

Date:	Time:	Event:	Location:
11/11/2019		<b>HOLIDAY</b>	
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
11/26/2019		<i>No Board of Supervisors Meeting Scheduled</i>	

11/28/2019		<b>HOLIDAY</b>	
12/03/2019		<i>No Board of Supervisors Meeting Scheduled</i>	
12/10/2019	8:30 a.m.	Air Pollution Control Board Meeting	Board Chambers
12/10/2019	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](mailto: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](http://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](http://www.co.shasta.ca.us).

REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS

**BOARD MEETING DATE:** November 5, 2019

**CATEGORY:** BOARD MATTERS-1.

**SUBJECT:**

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

**DEPARTMENT:** Board Matters

**Supervisory District No. :** All

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

**STAFF REPORT APPROVED BY:** Angela Davis, Director

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

**RECOMMENDATION**

Adopt a resolution which recognizes Shasta County Health and Human Services Agency, Staff Services Analyst II, Denise Boehle as Shasta County's Employee of the Month for November 2019.

**SUMMARY**

The Shasta County Employee Recognition Committee meets on a regular basis to screen nominees for the Employee of the Month Program. After reviewing nominations, the Employee Recognition Committee is recommending for Board recognition and approval, the Employee of the Month for November 2019.

**DISCUSSION**

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

In this spirit, the Board is being asked to recognize the Employee of the Month who has been nominated by the Employee Recognition Committee. This nomination is based on a review of all nominations using the selection criteria provided for in the Employee Recognition Policy. It is the recommendation of the Employee Recognition Committee that Denise Boehle, Staff Services Analyst II, Shasta County Health and Human Services Agency, be recognized as the November 2019 Employee of the Month.

Ms. Boehle has been responsible for the local implementation of the Binti web-based system which tracks our Resource Families and allows better access to applications and forms for those families interested in foster care. She worked tirelessly to ensure the system accurately reflects the services available to our local families and to ensure that staff are well trained on the use of this system.

Ms. Boehle’s work on the iFoster laptop program resulted in the provision of 60 laptops to foster youth, and her work on the Binti web-based system allowed the Resource Family approval processes to be streamlined. Ms. Boehle is currently overseeing the new iFoster program that will ultimately provide data phones to foster youth.

**ALTERNATIVES**

No other alternatives are recommended.

**OTHER AGENCY INVOLVEMENT**

The Employee Recognition Program was developed and operates with significant input from, and involvement by, County departments and employee bargaining units. The Employee of the Month nomination is submitted by the Employee Recognition Committee made up of Angela Davis, Director of Support Services; Captain Pat Kropholler; Jenn Duval, Administrative Analyst I; Phillip Crawford, Social Worker Supervisor I; Michael Conti, Health and Human Services Program Manager; and Ken Koenen, Deputy Sheriff.

**FISCAL IMPACT**

The cost of the Employee Recognition Program is nominal and is included in the Support Services FY 2019/20 Adopted budget.

**ATTACHMENTS:**

Description	Upload Date	Description
Resolution - EOM November 2019	10/29/2019	Resolution - EOM November 2019

**RESOLUTION NO. XXXX-XX**

**A RESOLUTION OF THE BOARD OF SUPERVISORS  
OF THE COUNTY OF SHASTA  
RECOGNIZING DENISE BOEHLE, STAFF SERVICES ANALYST II  
OF THE SHASTA COUNTY HEALTH AND HUMAN SERVICES AGENCY,  
AS NOVEMBER 2019 EMPLOYEE OF THE MONTH**

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

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

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

**NOW, THEREFORE, BE IT RESOLVED** that Ms. Boehle has been responsible for the local implementation of the Binti web-based system which tracks our Resource Families and allows better access to applications and forms for these families interested in foster care. She worked tirelessly to ensure the system accurately reflects the services available to our local families and to ensure that staff are well trained on the use of this system.

**BE IT FURTHER RESOLVED** that through Ms. Boehle's work on the iFoster laptop program resulted in the provision of 60 laptops to foster youth, and her work on Binti allowed the Resource Family approval processes to be streamlined. Ms. Boehle is currently overseeing the new iFoster program that will ultimately provide data phones to foster youth.

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

AYES:  
NOES:  
ABSENT:  
ABSTAIN:  
RECUSE:

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LEONARD MOTY, CHAIRMAN  
Board of Supervisors  
County of Shasta

Resolution No.  
November 5, 2019  
2 of 2

State of California

ATTEST:

LAWRENCE G. LEES  
Clerk of the Board of Supervisors

By: \_\_\_\_\_  
Deputy



REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS

**BOARD MEETING DATE:** November 5, 2019

**CATEGORY:** BOARD MATTERS-2.

**SUBJECT:**

Veterans Awareness Week in Shasta County

**DEPARTMENT:** Board Matters

**Supervisory District No. :** All

**DEPARTMENT CONTACT:** Celestina Traver, M.A., Veterans Service Officer, (530) 225-5616

**STAFF REPORT APPROVED BY:** Celestina Traver, M.A., Veterans Service Officer

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

**RECOMMENDATION**

Adopt a proclamation which designates November 10-16, 2019, as "Veterans Awareness Week" in Shasta County and present this year's proclamation to the American Legion, Shasta Post 197.

**SUMMARY**

Historically, the eleventh hour of the eleventh day of the eleventh month in 1918, marked the actual end of fighting between the Allies and Germany during World War I. November 11, 1918 was the date of historical significance to many Americans. On June 1, 1954 the name was changed to Veterans Day to honor all U.S. Veterans. In 1968, legislation changed the national commemoration of Veterans Day to the fourth Monday in October. This lasted for 10 years until Congress returned the observance to its traditional date.

During Veterans Awareness week, the citizens of Shasta County recall the men and women who served our Nation in the armed forces and are reminded that the defense of freedom comes with great loss and sacrifice. Shasta County along with communities throughout our Nation wish to recognize our Veterans for the sacrifices they made defending freedom round the world. Therefore, it is with great pride that we honor our veterans by proclaiming November 10-16, 2019 as Veterans Awareness week.

**DISCUSSION**

This year we wish to present the proclamation to American Legion, Shasta Post 197. The Legion, Auxiliary, and Squadron as a family supports the American Legion four Pillars: Veterans, National Security, Youth, and Americanism. This organization provides many services for Veterans plus provides a Legislative voice for Shasta County. It is only fitting that this organization be recognized for their continuous, enthusiastic and meaningful support to our community, Veterans and their families.

**ALTERNATIVES**

The Board may choose not to approve the proclamation or may defer the decision to a later date.

**OTHER AGENCY INVOLVEMENT**

This recommendation has been reviewed by the County Administrative Office.

**FISCAL IMPACT**

Expenditures associated with this recommendation were included in the department's fiscal year 2019-20 Adopted Budget which is funded with General Fund, CalVET, and Prop 63 revenues.

**ATTACHMENTS:**

Description	Upload Date	Description
Proclamation	10/23/2019	Proclamation

# Shasta County Board of Supervisors Proclamation

Veterans Awareness Week  
November 10-16, 2019

**WHEREAS**, the people of the County of Shasta have great admiration and the utmost gratitude for all the men and women who have selflessly served their country and this community in the armed forces in order to protect and preserve the freedoms enjoyed by our community and all Americans; and

**WHEREAS**, freedom is not free; Veterans have paid the price by leaving their families and communities and placing themselves in harm's way for the good of all; and

**WHEREAS**, many citizens of our community have given their lives while serving in the Armed Forces; and

**WHEREAS**, the contributions and sacrifices of the men and women from Shasta County who served in the Armed Forces have been vital in maintaining the freedoms and way of life enjoyed by our citizens; and

**WHEREAS**, during Veterans Awareness Week, all levels of government and private citizens come together to honor and recognize our Veterans for the great sacrifice they have made defending freedom and pay deep respect for those who have made the ultimate sacrifice.

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Supervisors of the County of Shasta hereby proclaims the week of November 10-16, 2019 as **Veterans Awareness Week** in Shasta County, urging all citizens and government leaders to honor the sacrifices made by our Veterans and their families and pay homage to the men and women who have given their lives defending freedom and preserving our way of life; and

**BE IT FURTHER RESOLVED** that the Board of Supervisors of the County of Shasta hereby presents this year's proclamation to American Legion, Shasta Post 197 for their years of continued service to our Veterans, their families and our community.

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Leonard Aloty, Chairman

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November 5, 2019

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Date

**REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS**

**BOARD MEETING DATE:** November 5, 2019

**CATEGORY:** Consent - General Government-1.

**SUBJECT:**

Recorder's Office budget amendment to accommodate additional digitalization of recorded documents for preservation and increased public accessibility.

**DEPARTMENT:** Assessor-Recorder

**Supervisory District No. :** All

**DEPARTMENT CONTACT:** David Baker, Deputy Assessor-Recorder, Administration (530) 225-3603

**STAFF REPORT APPROVED BY:** David Baker, Deputy Assessor-Recorder, Administration

<b>Vote Required?</b>	<b>General Fund Impact?</b>
4/5 Vote	No General Fund Impact

**RECOMMENDATION**

Approve a budget amendment increasing appropriations by \$25,000 offset with increased use of "Recorders Micrographics Fees" designated fund balance in the Recorder budget for scanning records into a digital format.

**SUMMARY**

N/A

**DISCUSSION**

The Recorder's Office wishes to increase the use of the designated Recorders Micrographics Fees fund to scan old documents into a high quality digital format. The increased use of the fund by \$25,000 in the current fiscal year will provide better preservation and accessibility for these recorded documents. This project will be completed within the current fiscal year.

**ALTERNATIVES**

The Board could choose not to approve the budget amendment, delaying completion of the project until next fiscal year.

**OTHER AGENCY INVOLVEMENT**

The Auditor's Office has reviewed the proposed budget amendment. The Recommendation has been reviewed by the County Administrative Office.

**FISCAL IMPACT**

As codified in Government Code 27361.4(a) and County Resolution No. 99-84, a \$1 fee is collected on recorded documents to support the cost of converting the document storage system to micrographics. These fees will be used to offset the cost of the project.

ATTACHMENTS:

Description	Upload Date	Description
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REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS

**BOARD MEETING DATE:** November 5, 2019

**CATEGORY:** Consent - General Government-2.

**SUBJECT:**

N/A

**DEPARTMENT:** Clerk of the Board

**Supervisory District No. :** All

**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

<b>Vote Required?</b>	<b>General Fund Impact?</b>
Simple Majority Vote	No General Fund Impact

**RECOMMENDATION**

Approve the minutes of the meeting held on October 22, 2019, as submitted.

**SUMMARY**

N/A

**DISCUSSION**

N/A

**ALTERNATIVES**

N/A

**OTHER AGENCY INVOLVEMENT**

N/A

**FISCAL IMPACT**

N/A

**ATTACHMENTS:**

Description

10/22/19 Draft Minutes

Upload Date

10/22/2019

Description

10/22/19 Draft Minutes

October 22, 2019

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**SHASTA COUNTY BOARD OF SUPERVISORS**

Tuesday, October 22, 2019

**REGULAR MEETING**

9:01 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 Chaplain Jeff Jones, Shasta County Public Safety Chaplaincy.

**PLEDGE OF ALLEGIANCE**

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

**REGULAR CALENDAR**

**BOARD MATTERS**

**PRESENTATION: HIGH SCHOOL VOTER EDUCATION WEEKS  
APRIL AND SEPTEMBER 2019**

County Clerk/Registrar of Voters Cathy Darling Allen reported on activities during April and September 2019 High School Voter Education Weeks. Certificates of Recognition were presented to the students who participated in the activities: Diana Alcala, Jenae Bauer, Dylan Benton, Jake Bergstrom, Ben Brindley, Katey Burgess, Leora Cheney, Dustin Fortenberry, Abigail Gray, Flor Hernandez, Ryana Johnson, Mikaela Keyser, Cade Lambert, Malia Lynam, Heather Manning, Avery Marshall, Taylor McCurdy, Bryan Miller, Aubrey Mills, Aidan Morgan, Layla Nance, Justus Petersen, Abigail Rangel, Ellie Smith, Selena Tate, and David Willis.

### **PUBLIC COMMENT PERIOD - OPEN TIME**

Edmund Baier spoke regarding the cost to decommission wind turbines.

Ralph Barkley described issues with mobile home ownership and illegal dumping.

Jeffrey C. Hess spoke in opposition to the proposed ban on flavored vaping products and proposed alternatives to keep those products away from underage youth.

Beth Messick described problems with wind turbines when there are power shutoffs.

Monique Welin spoke in support of the proposed County-wide sales tax.

David Van Buren also spoke in opposition to the proposed ban on flavored vaping products and described the benefits of vaping products.

Laura Burch, Director of Housing and Community Action Agency, gave an update on funding received to alleviate issues with housing and homelessness in both Shasta County and the local seven-county Continuum of Care region.

### **ITEMS PULLED FROM CONSENT CALENDAR**

Chairman Moty noted that the item regarding Dunamis Center, Inc., had been pulled for discussion.

### **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:



October 22, 2019

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Reappointed Janet Tyrrel (District 1) and Larry Mower (District 5) to the Commission on Aging to serve two-year terms to January 3, 2022. (Clerk of the Board)

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

Appointed Supervisor Leonard Moty as the Member to the California State Association of Counties (CSAC) Board of Directors and Supervisor Joe Chimenti as the Alternate to the CSAC Board of Directors. (Clerk of the Board)

As introduced on October 1, 2019, enacted Ordinance No. SCC 2019-06 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. (Clerk of the Board)

(See County Code Ordinance Book)

Approved and authorized the Chairman to sign a retroactive agreement with Hawkins Delafield & Wood LLP (Firm) with no maximum compensation to provide legal services for the period September 3, 2019 through the later of September 2, 2024, or the completion of any matter(s) the County, through its County Counsel, assigns to Firm, or until the Agreement is terminated pursuant to its provisions. (County Counsel)

Approved and authorized the Chairman to sign a retroactive agreement for Homeless Emergency Aid Program (HEAP) funding with Del Norte County in an amount not to exceed \$361,706.33 to provide Services: Other than Homeless Youth Set-Aside, Rental Assistance or Subsidies, and Homeless Youth Set-Aside for the period July 1, 2019 through June 30, 2021. (Housing and Community Action Programs)

Approved and authorized the Chairman to sign an agreement with Nichols-Melburg & Rossetto, AIA & Associates, Inc., in the amount of \$267,500 (the Public Works Director may amend the agreement to increase total compensation up to 10% during the term of the agreement) to design accessibility improvements in the Shasta County Jail for the period date of signing through July 31, 2022, or date of the Notice of Completion, whichever comes first. (Public Works)

Approved and authorized the Public Works Director to sign a Notice of Completion for the "2019 Redding Regional Septage Impoundment 1A Cleanout Project," Contract No. 207527, and record it within 15 days of actual completion of the work. (Public Works)

Approved a budget amendment increasing appropriations by \$260,000 for the West Central Landfill Gas Collection and Control System Expansion project in the Fiscal Year 2019-20 Solid Waste budget offset by use of retained earnings. (Public Works)

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October 22, 2019

Approved and authorized the Public Works Director to sign a Notice of Completion for the “West Central Landfill 2019 Slope Liner System,” Contract No. 207534, and record it within 15 days of actual completion of the work. (Public Works)

**ACTION ON ITEMS PULLED FROM CONSENT CALENDAR**

**AGREEMENT: DUNAMIS CENTER, INC.**

**BOTVIN LIFESKILLS® TRAINING**

**HEALTH AND HUMAN SERVICES AGENCY-CHILDREN’S SERVICES**

Nancy Bolen, Branch Director of Health and Human Services-Children’s Services, described the purpose of the agreement, which is to provide evidence-based life skills counseling to middle school students, of sixth through eighth grade. She explained that the counseling is being piloted in Shasta Lake and Anderson middle schools and that if the pilot proves successful, the goal is to provide for future expansion to all other schools in the county. The curriculum aims to provide at-risk youth with skills to reduce Adverse Childhood Experiences, prevent harmful substance abuse, and improve their mental health and social skills.

In response to questions by Supervisor Rickert, Ms. Bolen stated that this counseling began in Fiscal Year 2016-17 and has proven to benefit the recipients.

By motion made, seconded (Rickert/Morgan), and unanimously carried, the Board of Supervisors approved and authorized the Chairman to sign an agreement with Dunamis Center, Inc. in an amount not to exceed \$100,000 to provide Botvin LifeSkills® Training and counseling services for the period date of signing through June 30, 2020, with one automatic one-year renewal. (Health and Human Services-Children’s Services)

**REGULAR CALENDAR, CONTINUED**

**GENERAL GOVERNMENT**

**ADMINISTRATIVE OFFICE/BOARD OF SUPERVISORS**

**LEGISLATIVE UPDATE/SUPERVISORS’ REPORTS**

County Executive Officer (CEO) Larry Lees spoke in support of the Board of Supervisors sending a unified statement to the California Public Utilities Commission.

October 22, 2019

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By motion made, seconded (Rickert/Chimenti), and unanimously carried, the Board of Supervisors approved and authorized the Chairman to sign a letter to the California Public Utilities Commission regarding Public Safety Power Shutoffs.

Supervisor Moty recently attended a meeting of the Shasta Regional Transportation Agency.

At the recommendation of Supervisor Moty, and by consensus, the Board of Supervisors directed County Counsel to bring to the next meeting an item regarding a third reporting period due to the rescheduling of the State Primary Election.

Supervisors reported on issues of countywide interest.

### **SUPPORT SERVICES-PERSONNEL**

#### **SHASTA COUNTY PERSONNEL RULES** **CHAPTER 20, TRAVEL AND OTHER EXPENSES** **RESOLUTION NO. 2019-099** **SALARY RESOLUTION NO. 1570**

Angela Davis, Director of Support Services, presented the staff report and described the proposed changes, including reimbursement of relocation expenses for professional recruitments and increasing the salary range for the position of the County Executive Officer (CEO).

In response to questions by Supervisor Baugh, Ms. Davis stated that the salary increase for the CEO position will not take effect until after CEO Lees retires.

By motion made, seconded (Baugh/Chimenti), and unanimously carried, the Board of Supervisors took the following actions: Adopted Resolution No. 2019-099, which amends the Shasta County Personnel Rules, Chapter 20, *Travel and Other Expenses – County Charges*; and adopted Salary Resolution No. 1570, effective October 27, 2019, which amends the Shasta County Salary Schedule, Classification Specifications, and Position Allocation List.

(See Resolution Book No. 63)

(See Salary Resolution Book)

#### **SUCCESSOR COMPREHENSIVE MEMORANDUM OF UNDERSTANDING** **WITH PROFESSIONAL PEACE OFFICERS ASSOCIATION** **RESOLUTION NO. 2019-100** **SALARY RESOLUTION NO. 1571**

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October 22, 2019

Angela Davis, Director of Support Services, presented the staff report and described the Memorandum of Understanding, which has a three-year term with a 3% salary increase in 2019, a 2.5% salary increase in 2020, and a 2% salary increase in 2021.

By motion made, seconded (Morgan/Baugh), and unanimously carried, the Board of Supervisors took the following actions: Adopted Resolution No. 2019-100 which approves a successor comprehensive Memorandum of Understanding (MOU) with the Professional Peace Officers Association (PPOA) covering the period August 1, 2019 through July 31, 2022; and adopted Salary Resolution No. 1571, effective October 27, 2019, which amends the Salary Schedule for positions in County Service pursuant to the PPOA MOU.

(See Resolution Book No. 63)

(See Salary Resolution Book)

### **PUBLIC WORKS**

#### **COUNTY DOWNTOWN FACILITY PLANNING**

#### **NICHOLS-MELBURG & ROSSETTO, AIA & ASSOCIATES, INC.**

CEO Lees explained that the County has been working on a long-term plan regarding County buildings and space, including proposals involving the jail and the courthouse, and introduced the representatives from Nichols-Melburg & Rossetto, AIA & Associates, Inc. (NMR), Les Melburg and Kyle Matti.

Mr. Melburg gave an overview of the history of the Sheriff's Detention Annex and a proposed remodel to use it for a detention facility again. He described being able to fit approximately 40 beds into a dormitory-style setting, with additional security remodeling involved. He then described the history of the Courthouse and its biggest issue, which is a shortage of available parking. The proposed remodel for the Courthouse involves moving Health and Human Services Agency (HHSA)-Children's Services, HHSA-Business and Support Services, and the County Clerk/Elections offices out of their current leased space and into the remodeled Courthouse.

Mr. Matti demonstrated that one solution to the parking issue would be to build a parking structure in the gap between the Jail and the Justice Center as a smaller version of the existing parking structure behind the Shasta County Administrative Center. The proposed secondary parking structure is sized to accommodate about 250 people, but could be sized to adjust to need and would allow the County to minimize traffic along West Street by having access from Court and Yuba Streets.

Mr. Matti discussed two different options for reusing the Justice Center. One option would be to remodel it to use as a 64-bed detention center, but access would be difficult due to the existing stairways at each side. A second option would be to use the space for programs, alternatives to

October 22, 2019

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incarceration or administrative space. CEO Lees added that, if the second option were used, there would be space for more jail beds elsewhere and the program space could be used to start providing services early, possibly including Medication-Assisted Treatment, etc.

Mr. Matti explained that further jail beds could be added by expanding the Jail on the east side by building a Jail Addition in the place currently occupied by the Fleet building. This would allow the bottom floor to be used for Probation and additional program space. Further floors could be added, in levels of two floors each, and the current proposal shows two additional levels (or four more stories), which would give 256 additional jail beds in a dormitory-style layout. This would also allow a connecting bridge on the first level to connect to the Jail. The proposed building would be lower in height than the Jail and has a pleasing architectural design.

Mr. Melburg explained that, while the presentation address construction costs, it does not address the costs of staffing or moving existing staff. He showed the estimated remodel/construction costs, along with a per-square-foot estimate, and explained that NMR used an additional 10% contingency plus 20-30% staff cost. The approximate construction totals for each proposed project break down to approximately \$7 million for the Annex, \$63 million for the Courthouse and parking structure, \$10 million to remodel the Justice Center into two dormitories or \$7 million to remodel it into program space; \$15 million for the first story of the Jail Addition, with \$26 million for each additional two-story jail level.

In response to questions by Supervisor Morgan, Mr. Matti explained it would be possible to add stories to the jail in the future, but it would be difficult due to changing codes or interruption of services. He also pointed out that the shell could be built without finalizing the interior to minimize costs, if necessary.

In response to questions by Supervisor Moty, Mr. Melburg stated that the Jail would have to have some remodeling if the Jail Addition were built in order to accommodate a larger kitchen and laundry due to the higher number of inmates.

In response to questions by Supervisor Morgan, CEO Lees explained that the courts were not interested in providing access from the Jail to the new courthouse via a tunnel. Instead, the expectation is for the County to transport each person to court appointments via bus in the morning and pick them up in the afternoon. While there, jail inmates would be the Marshals' responsibility.

CEO Lees explained that the proposed plan fulfills the overall goal of expanding jail beds while also creating a centralized County block, which would ease staffing. One of the objectives is to get out of General Fund leased space, because that is a large ongoing cost. CEO Lees pointed out that the City of Redding has been rebuilding downtown Redding, which has the potential to raise the cost of leasing as development continues. The proposal would bring HHSA-Children's Services closer to the new Courthouse for convenience, since many of their clients have court appointments. CEO Lees also pointed out that a large portion of the Courthouse renovation could be paid for from HHSA funding, which largely comes from state and federal funding. That funding would only apply for structures used by HHSA, but should be a significant cost offset.

CEO Lees further explained that the County has approximately \$8 million of initial Capital funding set aside for the remodel of the Courthouse, and there is potential to use bonds for some of the cost. The proposed plan also fits well into the sales tax initiative and would hold the County accountable to spending the tax money as promised, while giving voters extra incentive to pass the tax. CEO Lees discussed the number of jail beds needed by the County and pointed out that ongoing operational costs would become more efficient by combining the Jail into one space rather than spreading it over different areas.

In response to questions by Supervisor Rickert, Mr. Melburg stated that the Marshals will remain with the courts. CEO Lees explained that there is no plan to move the HHSA offices on Breslauer Way, but that the plan is to centralize departments whose functions will best integrate with the available space and court functions.

In response to questions by Supervisor Baugh, CEO Lees stated that if funding for the proposed remodel does not work out, there is still the potential to use the Justice Center for additional jail beds, as it would give more beds than remodeling the Annex and would still increase efficiency and decrease operational costs. CEO Lees warned against trying to piecemeal the proposed remodels over time, because that could end up costing more.

Mr. Melburg stated that NMR would be happy to attend any public meetings to give presentations on the proposal if desired, to increase public support.

CEO Lees pointed out that the proposal is still three years from happening due to the need to wait for the Courthouse to revert to County ownership.

Supervisor Baugh suggested that it could make more sense to move the Annex and the Sheriff's offices on the first floor of the old hospital to one location to lower cost and increase efficiency, and felt that this option should be included in any conversation about future County

CEO Lees stated that if the proposed concept is something the Board of Supervisors is interested in, he will go forward with staff to find out how much HHSA could pay toward their portion, as well as looking into bond information and other possible funding sources. He pointed out that the County currently only has one bond with only a few years left on it, but cautioned against overuse of bonds.

By consensus, the Board of Supervisors directed staff to consult with the Sheriff's Department and look into funding options, then bring this item back to the next meeting, on November 5<sup>th</sup>, 2019, for further discussion.

### **CLOSED SESSION ANNOUNCEMENT**

October 22, 2019

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Chairman Moty noted that the item regarding existing litigation entitled *County of Shasta, et al. v. Amerisourcebergen Drug Corporation, et al.*, had been pulled and may be brought back at a future meeting.

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

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

10:58 a.m.: The Board of Supervisors recessed to Closed Session.

11:29 a.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, and County Counsel Rubin E. Cruse, Jr. present.

### **REPORT OF CLOSED SESSION ACTIONS**

County Counsel Rubin E. Cruse, Jr. reported that the Board of Supervisors met in Closed Session to discuss potential litigation; the following reportable action was taken:

In the matter of Initiation of Litigation, One Potential Case, the Board of Supervisors, by a 5-0 vote, gave approval to counsel to initiate the action. The action, the defendants, and the other particulars shall, once formally commenced, be disclosed to any person upon inquiry, unless to do so would jeopardize the County's ability to effectuate service of process on one or more unserved parties, or that to do so would jeopardize its ability to conclude existing settlement negotiations to its advantage.

There was no other reportable action.

11:31 a.m.: The Board of Supervisors adjourned.

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Chairman

ATTEST:

LAWRENCE G. LEES  
Clerk of the Board of Supervisors

By \_\_\_\_\_  
Deputy

**REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS**

**BOARD MEETING DATE:** November 5, 2019

**CATEGORY:** Consent - General Government-3.

**SUBJECT:**

Burney Basin Mosquito Abatement District Reappointments

**DEPARTMENT:** Clerk of the Board

**Supervisory District No. :** 3

**DEPARTMENT CONTACT:** Kristin Gulling-Smith, Administrative Board Clerk, (530) 225-5550

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

<b>Vote Required?</b>	<b>General Fund Impact?</b>
Simple Majority Vote	No General Fund Impact

**RECOMMENDATION**

Reappoint Jerry "Abe" Hathaway, Chad Arseneau, and Walter Caldwell to the Burney Basin Mosquito Abatement District Board of Trustees to serve two-year terms to expire January 3, 2022.

**SUMMARY**

N/A

**DISCUSSION**

The Burney Basin Mosquito Abatement District ("District") is a mosquito abatement independent special district created by the Shasta County Board of Supervisors ("Board") on November 23, 1970, pursuant to Resolution No. 70-163. It is governed by a five-member Board of Trustees, each serving a term of two years, commencing at noon on the first Monday in January.

Mosquito abatement districts administer measures to control and manage the population of mosquitoes to reduce their damage to human health, economies, and enjoyment. Mosquito control is a vital public health practice throughout the world because mosquitoes can spread many diseases, such as malaria and the Zika virus.

Jerry "Abe" Hathaway, Chad Arseneau, and Walter Caldwell currently serve on the District Board of Trustees with terms expiring in January 2020. Mr. Hathaway, Mr. Arseneau, and Mr. Caldwell have indicated their desire to be reappointed for another two-year term, and the District's Board of Trustees approved their reappointment.

Trustees are required to be registered voters in Shasta County over 18 years of age and must reside within the District boundaries. All three members meet these requirements.

**ALTERNATIVES**



The Board may choose not to make the reappointments, may defer consideration to a future date, or may direct the District to bring back alternate nominees for the Board's consideration.

**OTHER AGENCY INVOLVEMENT**

The District supports the recommendation.

**FISCAL IMPACT**

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

**ATTACHMENTS:**

Description	Upload Date	Description
Hathaway Reappointment Memo	10/7/2019	Hathaway Reappointment Memo
Arseneau Reappointment Memo	10/9/2019	Arseneau Reappointment Memo
Caldwell Reappointment Memo	10/11/2019	Caldwell Reappointment Memo
BB MAD 10-09-19 Minutes	10/17/2019	BB MAD 10-09-19 Minutes



# SHASTA COUNTY

## CLERK OF THE BOARD OF SUPERVISORS

A DIVISION OF THE ADMINISTRATIVE OFFICE

LAWRENCE G. LEES, CEO/CLERK OF THE BOARD

Mary Williams, Chief Deputy Clerk of the Board

**RECEIVED**

**OCT 07 2019**

**CLERK OF THE BOARD**

1450 COURT STREET, SUITE 308B  
REDDING, CALIFORNIA 96001-1680  
VOICE - (530) 225-5550  
TOLL FREE IN NORTH STATE - (800) 479-8009  
FAX - (530) 225-5189

**TO:** Jerry "Abe" Hathaway  
**FROM:** Kristin Gulling-Smith, Administrative Board Clerk  
**DATE:** October 3, 2019

**SUBJECT: Reappointment to Burney Basin Mosquito Abatement District**

Please be advised that, in November 2019, the Board of Supervisors will consider your reappointment to the Burney Basin Mosquito Abatement District for a 2-year term to begin January 6, 2020.

I would appreciate the return of this memo by **October 31, 2019**, indicating your willingness to continue serving in this capacity. Please check the appropriate response, sign, and date this memo, and return it to the Clerk of the Board.

We appreciate your participation in local government. Should you have any questions, please feel free to contact me at (530) 225-5550. Thank you for your cooperation in this matter.

X I desire to be considered for reappointment to the Burney Basin Mosquito Abatement District.

       I desire to withdraw from consideration of reappointment.

Jerry "Abe" Hathaway  
Signature

10/5/19  
Date



# SHASTA COUNTY

## CLERK OF THE BOARD OF SUPERVISORS

A DIVISION OF THE ADMINISTRATIVE OFFICE

LAWRENCE G. LEES, CEO/CLERK OF THE BOARD

Mary Williams, Chief Deputy Clerk of the Board

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REDDING, CALIFORNIA 96001-1680  
VOICE - (530) 225-5550  
TOLL FREE IN NORTH STATE - (800) 479-8009  
FAX - (530) 225-5189

**TO:** Chad Arseneau  
**FROM:** Kristin Gulling-Smith, Administrative Board Clerk  
**DATE:** October 3, 2019

**SUBJECT:** Reappointment to Burney Basin Mosquito Abatement District

Please be advised that, in November 2019, the Board of Supervisors will consider your reappointment to the Burney Basin Mosquito Abatement District for a 2-year term to begin January 6, 2020.

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We appreciate your participation in local government. Should you have any questions, please feel free to contact me at (530) 225-5550. Thank you for your cooperation in this matter.

☒ I desire to be considered for reappointment to the Burney Basin Mosquito Abatement District.

☐ I desire to withdraw from consideration of reappointment.

  
\_\_\_\_\_  
Signature

10/5/19  
\_\_\_\_\_  
Date

RECEIVED  
OCT 09 2019  
CLERK OF THE BOARD



# SHASTA COUNTY

## CLERK OF THE BOARD OF SUPERVISORS

A DIVISION OF THE ADMINISTRATIVE OFFICE

LAWRENCE G. LEES, CEO/CLERK OF THE BOARD

Mary Williams, Chief Deputy Clerk of the Board

1450 COURT STREET, SUITE 308B

REDDING, CALIFORNIA 96001-1680

VOICE - (530) 225-5550

TOLL FREE IN NORTH STATE - (800) 479-8009

FAX - (530) 225-5189

**TO:** Walter Caldwell  
**FROM:** Kristin Gulling-Smith, Administrative Board Clerk  
**DATE:** October 3, 2019

**SUBJECT:** Reappointment to Burney Basin Mosquito Abatement District

Please be advised that, in November 2019, the Board of Supervisors will consider your reappointment to the Burney Basin Mosquito Abatement District for a 2-year term to begin January 6, 2020.

I would appreciate the return of this memo by **October 31, 2019**, indicating your willingness to continue serving in this capacity. Please check the appropriate response, sign, and date this memo, and return it to the Clerk of the Board.

We appreciate your participation in local government. Should you have any questions, please feel free to contact me at (530) 225-5550. Thank you for your cooperation in this matter.

X I desire to be considered for reappointment to the Burney Basin Mosquito Abatement District.

\_\_\_\_\_ I desire to withdraw from consideration of reappointment.

Walter Caldwell  
Signature

10/9/19  
Date

RECEIVED  
OCT 11 2019  
CLERK OF THE BOARD

**FIVE HUNDRED SEVENTY SEVENTH MEETING  
OF THE  
BOARD OF TRUSTEES  
OF THE  
BURNEY BASIN  
MOSQUITO ABATEMENT DISTRICT**

**Thursday, October 9, 2019 4:30 p.m.**

**MINUTES**

PLACE: Burney Basin M.A.D.  
Burney, CA

MEMBERS PRESENT: Chad Arseneau  
Walt Caldwell  
Bill Ford  
Dana Murray

MEMBERS ABSENT: Abe Hathaway

ALSO PRESENT: Rick Dougherty, Manager

**1. Roll Call:** Bill Ford, Vice-President, called the meeting to order at 4:37 p.m.

**2. Minutes:** *Upon motion by Trustee Dana Murray, seconded by Walt Caldwell, the minutes of the Regular Meeting held September 11, 2019 were approved.*

**3. Public Comment:** None

**4. Budget & Fiscal Affairs:**

- a. *Trustee Walt Caldwell moved to approve Payroll Warrants for September 2019 in the amount of \$3,450.96 and Commercial Warrants dated October 9, 2019 in the amount of \$1,664.62. Trustee Dana Murray seconded. The motion passed.*
- b. The Schedule of Expenditures dated October 9, 2019 was discussed.

**5. Manager's Report:**

Manager Dougherty told the Board that his next SVR Manager's meeting on Oct. 24 will now be a conference call, so he won't have to travel to Roseville as originally planned, saving the district some expenses. He

reminded the Board that the terms of three members, Chad Arseneau, Walt Caldwell and Abe Hathaway will expire in Jan. 2020. All three have expressed a desire to be appointed to serve again. The Board voiced their approval to reappoint and Dougherty will inform the County so their names can be put before the Board of Supervisors for reappointment. Dougherty then informed the Board that he has had an illness for the last three weeks that has slowed him down and required doctor visits, but that he is keeping track of all the hours missed and using his sick days. As of the time of the meeting he has 32 sick days accumulated. Finally, Dougherty went over the final trap count numbers and CDPH Arbovirus Report of our season. Most importantly, he mentioned that since our last meeting a female of the invasive mosquito species Aedes aegypti was found in a south Placer County neighborhood. This species moved north into San Joaquin and Stanislaus counties this season and can transmit such diseases as Zika, dengue, chikungunya and yellow fever. These viruses, however, have not been found circulating in California. Dougherty does not believe that this or other invasive Aedes will be able to thrive in our district because they prefer a tropical-type climate and urban areas. Our low humidity, dry summers and rural setting should make it difficult for them if they ever show up here.

**6. Board and Staff Announcements:** None.

**7. Adjournment:**

*There being no further business, Walt Caldwell, seconded by Chad Arseneau, moved to adjourn the meeting at 4:46 p.m.*

Respectfully Submitted,

Dana Murray, Secretary BBMAD

**REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS**

**BOARD MEETING DATE:** November 5, 2019

**CATEGORY:** Consent - General Government-4.

**SUBJECT:**

RCRC and GFSA Appointments

**DEPARTMENT:** Clerk of the Board

**Supervisory District No. :** All

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

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

<b>Vote Required?</b>	<b>General Fund Impact?</b>
Simple Majority Vote	No General Fund Impact

**RECOMMENDATION**

Take the following actions: (1) Appoint Supervisor Les Baugh as the 2020 Member to the Rural County Representatives of California (RCRC) Board of Directors and Supervisor Steve Morgan as the 2020 Alternate to the RCRC Board of Directors; and (2) appoint Supervisor Les Baugh as the 2020 Member to the Golden State Finance Authority (GSFA) and Supervisor Steve Morgan as the 2020 Alternate to the GSFA.

**SUMMARY**

N/A

**DISCUSSION**

Annually the Board considers appointments to other agencies' boards as invited, requested, or as a membership requirement. Additional appointments for other boards, committees, and commissions will be brought before the Board in January 2020. These appointments were requested to be made in advance so that appointees may attend meetings in early January.

**ALTERNATIVES**

The Board could choose to make different appointments or defer consideration to a future date.

**OTHER AGENCY INVOLVEMENT**

The County Administrative Office reviewed the recommendation.

**FISCAL IMPACT**

There is no General Fund impact associated with the recommendation.

**ATTACHMENTS:**

Description	Upload Date	Description
RCRC Nomination Form	10/21/2019	RCRC Nomination Form
GSFA Nomination Form	10/21/2019	GSFA Nomination Form



## RCRC 2020 Meeting Calendar

### January 2020

**Wednesday, January 15, 2020**  
**Wednesday, January 15, 2020**  
 Thursday, January 16, 2020

**RCRC Board Meeting**  
**RCRC Installation Reception**  
 CSAC Executive Committee

**RCRC Board Room**  
**Sacramento**  
 Sacramento

### February 2020

Wednesday, February 19, 2020  
 Thursday, February 20, 2020  
 February 29-March 4, 2020

RCRC Executive Committee  
 CSAC Board Meeting  
 NACo Legislative Conference

RCRC Board Room  
 Sacramento  
 Washington D.C.

### March 2020

**Wednesday, March 11, 2020**  
 Thursday, March 12, 2020

**RCRC Board Meeting**  
 ESJPA Board Meeting

**RCRC Board Room**  
 RCRC Board Room

### April 2020

Thursday, April 16, 2020  
**Wednesday, April 22-23, 2020**

CSAC Executive Committee  
**RCRC Board Meeting**

Sacramento  
**Merced County**

### May 2020

May 13 -15, 2020  
 Wednesday, May 20, 2020  
 May 27 - 28, 2020  
 Thursday, May 28, 2020

NACo WIR Conference  
 RCRC Executive Committee  
 CSAC Legislative Conference  
 CSAC Board Meeting

Mariposa County  
 Sacramento  
 Sacramento  
 Sacramento

### June 2020

**Wednesday, June 17, 2020**  
 Thursday, June 18, 2020

**RCRC Board Meeting**  
 ESJPA Board Meeting

**RCRC Board Room**  
 RCRC Board Room

### July 2020

Wednesday, July 8, 2020  
 July 17-20, 2020

RCRC Executive Committee  
 NACo Annual Conference

RCRC Board Room  
 Orange County, Orlando, FL

### August 2020

Thursday, August 6, 2020  
**Wednesday, August 12, 2020**  
 Thursday, August 13, 2020

CSAC Executive Committee  
**RCRC Board Meeting**  
 ESJPA Board Meeting

Sacramento  
**RCRC Board Room**  
 RCRC Board Room

### September 2020

Thursday, September 3, 2020  
**September 16-17, 2020**  
**Friday, September 18, 2020**

CSAC Board Meeting  
**RCRC Annual Meeting**  
**RCRC Board Meeting**

Sacramento  
 Napa County  
 Napa County

### October 2020

October 7 - 9, 2020  
 Wednesday, October 14, 2020  
 Thursday, October 15, 2020

CSAC Executive Retreat  
 RCRC Executive Committee  
 ESJPA Board Meeting

TBA  
 RCRC Board Room  
 RCRC Board Room

### November 2020

Wednesday, November 11, 2020

RCRC Executive Committee

RCRC Board Room

### December 2020

December 1 - 4, 2020  
 Thursday, December 3, 2020  
**Wednesday, December 9, 2020**  
 Thursday, December 10, 2020  
 December 9 - 11, 2020

CSAC Annual Meeting  
 CSAC Board Meeting  
**RCRC Board Meeting**  
 ESJPA Board Meeting  
 CSAC Officers' Retreat

Los Angeles County  
 Los Angeles County  
**RCRC Board Room**  
 RCRC Board Room  
 Napa County



Golden State Finance Authority (GSFA)  
1215 K Street, Suite 1650 · Sacramento, California 95814  
Phone: (855) 740-8422 · Fax: (916) 444-3219 · [www.gsfa-home.org](http://www.gsfa-home.org)

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**To:** GSFA Board of Directors  
GSFA Board Alternates  
GSFA Member County CAO's  
GSFA Member County Clerks of the Board

**From:** Greg Norton, Executive Director

**Date:** October 21, 2019

**Re:** Designation of the 2020 GSFA Board of Directors, Delegates and Alternates - **ACTION REQUIRED**

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Annually the Golden State Finance Authority (GSFA) requires confirmation of each member county's Delegate and Alternate to the GSFA Board of Directors. The first GSFA Board Meeting of 2020 will be held on January 15<sup>th</sup> in Sacramento.

Upon determination, please provide confirmation of your county's election/appointment, and forward the formal confirmation to GSFA as soon as possible. The confirmation can be sent via e-mail PDF to Maggie Chui at [mchui@rcrcnet.org](mailto:mchui@rcrcnet.org) or mailed to:

Golden State Finance Authority  
1215 K Street, Suite 1650  
Sacramento, CA 95814  
Attn: Maggie Chui

Please do not hesitate to contact me if you have any questions or require additional information. Thank you for your assistance with this information.

**Attachment**

- ☐ GSFA Designation Form



**Designation of 2020 Delegate and Alternate Supervisors for**  
**Golden State Finance Authority (GSFA) Board of Directors**

**Date:** \_\_\_\_\_

**County:** \_\_\_\_\_

**Delegate: Supervisor** \_\_\_\_\_

**Alternate: Supervisor** \_\_\_\_\_

**Authorization:**

\_\_\_\_\_

**REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS**

**BOARD MEETING DATE:** November 5, 2019

**CATEGORY:** Consent - General Government-5.

**SUBJECT:**

Legal Services Agreement with Manning & Kass Ellrod, Ramirez, Trester LLP

**DEPARTMENT:** County Counsel

**Supervisory District No. :** All

**DEPARTMENT CONTACT:** James R. Ross, Assistant County Counsel (530) 225-5711

**STAFF REPORT APPROVED BY:** James R. Ross, Assistant County Counsel

<b>Vote Required?</b>	<b>General Fund Impact?</b>
2/3 Vote	No Additional General Fund Impact

**RECOMMENDATION**

Approve and authorize the Chairman to sign an agreement with Manning & Kass Ellrod, Ramirez, Trester LLP (Firm) with no maximum compensation to provide legal services for the period November 5, 2019 through the later of November 5, 2024, or the completion of any matter(s) the County, through its County Counsel, assigns to Firm, or until the agreement is terminated pursuant to its provisions.

**SUMMARY**

N/A

**DISCUSSION**

The County of Shasta is periodically in need of the services of private law firms to provide specialized legal services and to represent the County in complex litigation. As a result, it is advisable to retain a firm that specializes in a wide range of municipal legal services and has the ability draw upon a variety of specialists. The Firm is a full-service law firm with more than 175 attorneys in seven offices. The Firm has expertise in numerous areas including, but not limited to, municipal liability, ADA compliance, and employment law. The Firm has an excellent reputation for handling complex municipal litigation.

It is recommended that the Board approve and authorize the Chairman to sign the agreement for legal services with the Firm. As discussed above, the Firm has extensive background in several areas of law that the County is in need of advice and representation from time to time. The Firm has provided advice and representation to several public entities in the State of California and is well-known to the County Counsel's office as experienced and effective in providing advice in matters concerning municipal law. The Firm's compensation proposal is similar to those of other counsel retained by the County.

**ALTERNATIVES**

The Board may request changes to the terms or conditions, could require that a request for proposals be issued, or could choose not to approve the agreement which is not recommended because the County would then be unable to provide

important and specialized services from experienced counsel with an established relationship with the County when they are needed.

**OTHER AGENCY INVOLVEMENT**

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

**FISCAL IMPACT**

Applicable costs for these services are included in the Fiscal Year 2019-20 Adopted Budget for the applicable department(s) or the applicable department will request a budget amendment in the future as needed.

**ATTACHMENTS:**

Description	Upload Date	Description
Agreement	10/28/2019	Agreement

## **AGREEMENT FOR LEGAL SERVICES**

THIS AGREEMENT, dated \_\_\_\_\_, 2019, is made by and between

COUNTY OF SHASTA, through its  
OFFICE OF THE COUNTY COUNSEL  
("COUNTY")

and

MANNING & KASS ELLROD, RAMIREZ, TRESTER LLP  
("FIRM")

WHEREAS, COUNTY desires to contract for professional legal services; and

WHEREAS, FIRM is particularly qualified to perform the required services due to its legal competence and expertise.

NOW, THEREFORE, COUNTY and FIRM agree as follows:

1. **PERIOD OF PERFORMANCE**

This Agreement shall begin November 5, 2019 and shall continue for five years or until the completion of the matter(s) and case(s) identified in this Agreement in Attachment A (and any other matter(s) or cases COUNTY, through its County Counsel, assigns to FIRM as provided in this Agreement), whichever is later, or until this Agreement is terminated pursuant to the provisions of paragraph 6 or paragraph 7.

2. **FIRM'S SERVICES AND RESPONSIBILITIES**

FIRM shall act as counsel to COUNTY and its officers and employees in matters or cases assigned to firm.

FIRM shall make every effort to provide the most cost-effective services possible to COUNTY and shall suggest options and techniques to dispose of cases without unnecessary pleadings or discovery.

FIRM shall provide COUNTY with the necessary representation by staff qualified to perform the legal tasks at the least costly billing category.

FIRM shall coordinate with County Counsel in performing services under this Agreement and shall report to COUNTY's Board of Supervisors, or to the County staff, as requested, regarding the matters or cases it is handling.

FIRM shall obtain County Counsel's written approval before retaining any consultant or expert witness.

FIRM shall assist County Counsel in settlement evaluations and negotiations, and shall obtain COUNTY's authority before making any settlement proposal on COUNTY's behalf or to the Court or to any other party to the case(s).

FIRM shall immediately notify County Counsel verbally and in writing when a judgment, verdict or other award is rendered.

FIRM shall provide to County Counsel copies of all substantive pleadings and motions filed with the court or other administrative body, including those submitted by another party. FIRM shall also provide copies of all court rulings.

FIRM shall compile and maintain all backup documentation to support all entries included in its billings.

3. **REPORTING REQUIREMENTS**

A. FIRM shall provide County Counsel (with a separate copy to County's Risk Manager and, if requested by COUNTY, a separate copy to COUNTY's excess insurance carrier) with the following reports for cases other than eminent domain cases:

1. **Case Evaluation, Plan and Budget**

(a) The *Case Evaluation, Plan and Budget* is a confidential independent evaluation of the case that will serve as the basis for developing COUNTY's legal position and strategy and for controlling litigation costs. It will include a budget of foreseeable defense costs and the other information set forth in Attachment B.

(b) The *Case Evaluation, Plan and Budget* shall be submitted to the County Counsel as soon as possible after FIRM's initial analysis of the case, but no later than 60 days after FIRM first appears in the case.

2. **Case Status Reports**

- (a) A *Case Status Report* is a summary of the significant actions and developments in the case since the last report or since the submission of the *Case Evaluation, Plan and Budget*, as applicable.
  - (b) The *Case Status Report* shall contain the information set forth in Attachment C.
  - (c) FIRM shall ordinarily provide *Case Status Reports* every six months. Between reports, FIRM shall telephonically advise County Counsel of important case developments or re-assessment of COUNTY's exposure and, if requested, prepare a *Case Status Report*.
- B. With regard to eminent domain actions assigned to FIRM, FIRM shall provide to County Counsel only those reports specifically requested by County Counsel.

4. **COMPENSATION**

A. **Fees**

FIRM shall provide legal services at the following billing rates:

Partners: \$295.00/hr.  
Associates: \$240.00/hr.  
Paralegals: \$140.00/hr.

B. **Expenses**

COUNTY shall reimburse FIRM for its actual out-of-pocket expenses but without any additional costs for having advanced the funds. FIRM shall note that COUNTY is exempt from all filing fee charges.

- 1. Reimbursable ordinary expenses shall include, but not be limited to:
  - (a) Deposition fees.
  - (b) Transcript fees.
  - (c) Messenger service.
  - (d) Process service.
  - (e) Document reproduction by an outside vendor.



2. Reimbursable extraordinary expenses shall include charges for which FIRM has obtained County Counsel's prior approval. Such expenses shall include, but not be limited to:
  - (a) Consultants' fees.
  - (b) Expert witnesses' fees.
  - (c) Expenses for travel provided, however, that hourly rates charged by Partners, Associates or Paralegals pursuant to section 4.A. above shall be limited to no more than four hours per one-way travel.
  - (d) Investigative services costs.
  - (e) Other expenses approved in advance by County Counsel.
3. Non-reimbursable expenses shall include, but not be limited to:
  - (a) Staff time or overtime for performing secretarial, clerical, or word processing functions.
  - (b) Charges for time spent to provide necessary information for COUNTY audits or billing inquiries.
  - (c) Charges for work performed which had not been authorized by COUNTY. Such work shall be a gratuitous effort by FIRM.

5. **BILLINGS AND PAYMENTS**

A. **Billings**

1. FIRM shall submit its itemized billing statement monthly to County Counsel; however, FIRM shall provide an interim billing upon request of County Counsel or if outstanding fees and costs exceed \$10,000.
2. The original billing statement(s) and one copy shall be submitted to:

County Counsel  
1450 Court Street, Suite 332  
Redding, California 96001
3. Each billing statement shall be itemized in a time reporting format acceptable to COUNTY and shall include original invoices for reimbursement of expenses. FIRM understands that COUNTY's Auditor/Controller will not reimburse FIRM for expenses unless the original invoice is submitted.

4. FIRM shall have and maintain all backup documentation to support all entries included in the monthly billing statement. Such documentation shall be in a form subject to audit and in accordance with generally accepted accounting principles. FIRM shall make such documentation available to auditors upon request and in accordance with paragraph 11E.

**B. Payments**

1. COUNTY's legal, risk management and accounting staff shall review all billing statements.
2. COUNTY shall make its best effort to process payments promptly after receiving FIRM's monthly billing statement. COUNTY shall not pay interest or finance charges on any outstanding balance(s).

**6. TERMINATION**

This Agreement may be terminated in whole or in part at any time COUNTY, in its sole discretion, deems termination to be in its best interest. COUNTY shall terminate services by delivering to FIRM a written Termination Notice specifying the extent to which services are terminated and the effective termination date. FIRM may terminate on sixty (60) days' written notice. During the sixty (60) day notice period, FIRM shall at COUNTY's request, transfer pending files or complete specified services, which may include a final report.

**7. TERMINATION DUE TO CONFLICT OF INTEREST**

If either FIRM or COUNTY determines a matter of professional conflict has arisen which should not or could not be postponed until the conclusion of the litigation, FIRM or COUNTY may give written notice of immediate termination of this Agreement subject to FIRM's duty to provide adequate representation until the appropriate substitutions can be made.

**8. CLOSING REPORT UPON TERMINATION**

Upon COUNTY's request, FIRM shall deliver a *Closing Report* to COUNTY in the format required by COUNTY, after termination of this Agreement.

**9. NOTICES**

Unless COUNTY consents to receipt of notices and required reports via electronic means, all notices and required reports shall be written and hand-delivered or mailed by first class, postage prepaid, addressed to COUNTY or FIRM at the addresses below, or at any other address COUNTY or FIRM shall provide in writing to each other:

A. If to COUNTY:

Shasta County Counsel  
1450 Court Street, Suite 332  
Redding, CA 96001

Copies of reports, but not notices or bills, shall also be sent to:

Shasta County Risk Management  
1450 Court Street, Suite 348  
Redding, CA 96001

B. If to FIRM:

MANNING & KASS ELLROD, RAMIREZ, TRESTER LLP  
801 South Figueroa St., 15th Floor  
Los Angeles, CA 90017

10. **ASSIGNMENT**

- A. No part of this Agreement or any right or obligation arising from it is assignable without COUNTY's written consent.
- B. However, FIRM may retain consultants and experts as FIRM deems appropriate after receiving COUNTY's written approval.

11. **STANDARD TERMS AND CONDITIONS**

A. **Indemnification**

1. FIRM shall indemnify and hold harmless COUNTY, its elected officials, officers, employees, agents, and volunteers against all claims, suits, actions, costs, expenses, audit exceptions (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 by reason of any person's or persons' loss or injury, including death, or property loss or damage (including property of COUNTY) arising from the negligent acts, willful acts, or errors or omissions of FIRM or any of FIRM's subcontractors, any person employed under FIRM, or under any subcontractor, or in any capacity during the progress of the work or the provision of services undertaken pursuant to this agreement, except when the injury or loss is caused by the sole negligence or intentional wrongdoing of COUNTY.
2. FIRM 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 FIRM'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. This provision shall survive the termination, expiration, or cancellation of this agreement.

3. For professional services provided under this agreement, FIRM shall indemnify, and hold harmless COUNTY, its elected officials, officers, employees, agents, and volunteers from and against any and all claims, demands, actions, losses, liabilities, damage, and costs, including reasonable attorneys' fees, arising out of or resulting from the negligent performance of the professional services provided under this agreement or from recklessness or willful misconduct.
4. FIRM shall also, at FIRM's own expense, defend the COUNTY against any suit or action brought against COUNTY founded upon any claim, action or proceeding which is based upon the work or the provision of services undertaken pursuant to this agreement.

B. **Insurance**

1. Without limiting FIRM's duty of indemnification, FIRM 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. If the above insurance is written on a Claims Made Form, the insurance shall be endorsed to provide an extended reporting period of not less than five years following termination of this Agreement.
2. FIRM and any subcontractor shall obtain and maintain continuously required Workers' Compensation and Employer's Liability Insurance to cover FIRM, subcontractor, FIRM's partner(s), subcontractor's partner(s), FIRM'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 FIRM 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. FIRM hereby certifies that FIRM 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 FIRM shall comply with such provisions before commencing the performance of the work or the provision of services pursuant to this agreement.

3. FIRM shall obtain and maintain continuously a policy of professional liability coverage with limits of liability of not less than \$1 million.
4. All insurance required by this Agreement shall be primary to and not contributing with any other insurance maintained by COUNTY

C. **Independent Contractor Status**

1. This Agreement is between the COUNTY and FIRM and is not intended, and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between COUNTY and FIRM.
2. FIRM understands and agrees that all FIRM personnel furnishing services to COUNTY under this Agreement are employees solely of FIRM and not of COUNTY for purposes of workers' compensation liability.
3. FIRM shall bear the sole responsibility and liability for furnishing workers' compensation benefits to any FIRM personnel for injuries arising from services performed under this Agreement.

D. **Governing Laws**

This Agreement shall be construed in accordance with the laws of the State of California.

E. **Record Retention and Inspection**

Within ten (10) days of COUNTY's written request, FIRM shall allow COUNTY or authorized State or Federal agencies or any duly authorized representative to have the right to access, examine, audit, excerpt, copy or transcribe any pertinent transaction, activity, time cards or other records relating to this Agreement. FIRM shall keep such material, including all pertinent cost accounting, financial records and proprietary data for a period of four (4) years after termination or completion of this Agreement unless COUNTY's written permission is given to dispose of material prior to the end of such period or until such time as all audits are complete, whichever is later.

F. **Communications With COUNTY**

FIRM understands that the County Counsel is the legally empowered legal representative of the COUNTY and its officers and employees and FIRM shall

not without specific direction from the County Counsel communicate with, advise or represent the COUNTY, its Board of Supervisors or any other officers or employees.

G. **Validity**

The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision.

H. **Waiver**

No waiver of a breach of any provision of this Agreement by either party shall constitute a waiver of any other breach of the provision or any other provision of this Agreement. Failure of either party to enforce any provision of this Agreement at any time shall not be construed as a waiver of that provision.

12. **CONTRACT DOCUMENTS**

A. Attachments A through C are attached and incorporated as part of this Agreement. The attachments are titled as follows:

1. Attachment A - List of Assigned Matters and Cases
2. Attachment B - Information required for *Case Evaluation, Plan and Budget*
3. Attachment C - Information required for *Case Status Report*

B. This Agreement shall constitute the complete and exclusive statement of understanding between COUNTY and FIRM which supersedes all previous written or oral agreements, and all prior communications between the COUNTY and FIRM relating to the subject matter of this Agreement.

**IN WITNESS WHEREOF**, COUNTY and FIRM 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.

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

ATTEST:

LAWRENCE G. LEES  
Clerk of the Board of Supervisors

By: \_\_\_\_\_  
Deputy

MANNING & KASS ELLROD,  
RAMIREZ, TRESTER LLP

\_\_\_\_\_  
By: STEVEN D. MANNING  
Managing Partner

Approved as to form:

RISK MANAGEMENT APPROVAL

RUBIN E. CRUSE, JR  
County Counsel

By: \_\_\_\_\_  
James R. Ross  
Assistant County Counsel

By: \_\_\_\_\_

**ATTACHMENT A**

**LIST OF MATTERS AND CASES ASSIGNED TO FIRM**

General municipal advice including advice regarding municipal liability and litigation assigned by the County Counsel.



**ATTACHMENT B**

**CASE EVALUATION, PLAN AND BUDGET**

This report shall provide a thorough evaluation of the case based on the information then available to FIRM, within 60 days of FIRM's first appearance in the case.

The evaluation shall contain a brief summary of Plaintiff's allegations, without lengthy quotations from the complaint. It shall also contain a succinct evaluation of the COUNTY's defenses, with citations to the controlling legal authorities, but without unnecessary detail.

The evaluation shall include a case plan explaining FIRM's recommended case strategy, including FIRM's suggestions for motions to limit issues or dispose of the case in its entirety, as well as necessary discovery.

The report shall include a defense budget which indicates the projected cost of each major case activity, including trial.

The report shall contain suggestions to contain defense costs, with the potential benefits and disadvantages of each cost-saving technique.

FIRM shall also give its recommendations regarding settlement.

Reports for cases with complex fact patterns, multiple parties, or numerous causes of action will be lengthier and more detailed than the reports for simpler cases.

**ATTACHMENT C**

**CASE STATUS REPORT**

The *Case Status Report* is intended to update COUNTY on major case developments and to modify, when necessary, FIRM's defense budget or its recommendations regarding case strategy.

The COUNTY does not want to receive page-by page deposition or medical record summaries or lengthy analyses of the authorities FIRM is relying on in COUNTY's defense. Instead, a summary of the controlling facts and authorities is sufficient.

The report should indicate FIRM's charges to date and state whether its billings for its activities remain within the previously-established defense budget.

The report should also state the FIRM's estimate of the COUNTY's exposure in the case and the likely dollar ranges for settlement and verdict.

REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS

**BOARD MEETING DATE:** November 5, 2019

**CATEGORY:** Consent - General Government-6.

**SUBJECT:**

Salary Resolution amending the Shasta County Salary Schedule and the Shasta County Position Allocation List.

**DEPARTMENT:** Support Services-Personnel

**Supervisory District No. :** All

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

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

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

**RECOMMENDATION**

Adopt a salary resolution, effective November 10, 2019, which amends the Shasta County Salary Schedule and Shasta County Position Allocation List.

**SUMMARY**

N/A

**DISCUSSION**

The recommendation is to adopt a Salary Resolution, effective November 10, 2019, amending the Shasta County Salary Schedule by increasing the salary for the Licensed Vocational Nurse, Nurse Practitioner I/II and the Physician Assistant I/II classifications to ensure salary equity among the nurse classifications and removing Footnote 66 from the Accounting Assistant classification as it no longer applies. Additionally, the Auditor-Accountant Technician I classification was created which replaced the Accounting Assistant classification in the Auditor Controller department. As a result, Footnote 66 no longer applies to the Accounting Assistant classification.

The Salary Resolution also amends the Shasta County Position Allocation List, effective November 10, 2019, by deleting 1.0 Full Time Equivalent (FTE) Typist Clerk III position and adding 1.0 Office Assistant III position in the Public Health budget. The current business operational needs require the recommended position allocation change.

**ALTERNATIVES**

The Board may choose to not approve the recommendation.

**OTHER AGENCY INVOLVEMENT**

The Health and Human Services Agency has reviewed and supports the recommendation. The County Administrative Office has reviewed this recommendation.

**FISCAL IMPACT**

The approximate cost of the recommendation in the current Fiscal Year is \$160,280. The approximate cost of the recommendation for a full year is \$164,631 and the Health and Human Services Agency will include appropriate funding in future requested budgets. The Health and Human Agency is funded by a wide variety of local, state and federal funds including Federal Medicaid, MHSA Realignment, General Funds and Fund Balance. The increased expenses are not currently budgeted; however the affected departments will analyze their budgets at midyear and bring a budget amendment to the Board of Supervisors if necessary.

cc:

- Larry Lees, County Executive Officer
- Terri Howat, County Chief Financial Officer
- Jenn Duval, Administrative Analyst I
- Donnell Ewert, HHSA Director
- Tracy Tedder, HHSA Branch Director
- Megan Dorney, HHSA Deputy Branch Director
- Shelley Forbes, Assistant Director of Support Services
- Kari Kibler, Personnel Analyst II
- Melissa Mansfield, Agency Staff Srvs Analyst II - Conf.
- Linda Mekelburg, Agency Staff Srvs Analyst II- Conf.

**ATTACHMENTS:**

Description	Upload Date	Description
Salary Resolution	10/28/2019	Salary Resolution

**SALARY RESOLUTION NO. \_\_\_\_\_**

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

**BE IT RESOLVED** that effective November 10<sup>th</sup>, 2019, the following amendments are made to the Shasta County Salary Schedule for positions in County service:

<u>Footnotes</u>	<u>Classification Title</u>	<u>Class. Unclass.</u>	<u>Schedule</u>	<u>Range</u>	<u>Approx. Monthly A Step</u>	<u>Approx. Monthly F Step</u>
<u>FROM</u>						
66	Accounting Assistant	C	UPEC	400	2840	3625
	Licensed Vocational Nurse	C	PROF	424	3305	4217
	Nurse Practitioner I	C	PROF	588	7356	9389
3	Nurse Practitioner II	C	PROF	618	8516	10870
	Physician Assistant I	C	PROF	588	7356	9389
	Physician Assistant II	C	PROF	618	8516	10870
<u>TO</u>						
	Accounting Assistant	C	UPEC	400	2840	3625
	Licensed Vocational Nurse	C	PROF	453	3807	4859
	Nurse Practitioner I	C	PROF	617	8474	10816
3	Nurse Practitioner II	C	PROF	647	9811	12522
	Physician Assistant I	C	PROF	617	8474	10816
	Physician Assistant II	C	PROF	647	9811	12522

Salary Resolution  
November 5, 2019  
Page 2 of 2

**BE IT FURTHER RESOLVED** that effective November 10, 2019, the following amendments are made to the Shasta County Position Allocation List for positions in County service:

**PUBLIC HEALTH – Cost Center 41100**

<u>Footnotes</u>	<u>Classification Title</u>	<u>Class.</u> <u>Unclass.</u>	<u>No. of</u> <u>Positions</u>	<u>FTE</u>	<u>Unique</u> <u>Position</u> <u>Number</u>	<u>Schedule</u>	<u>Range</u>	<u>Approx.</u> <u>Monthly</u> <u>A Step</u>	<u>Equiv.</u> <u>Salary</u> <u>F Step</u>
<u>DELETE</u>									
	Typist Clerk III	C	1	1.0	1520	UPEC	371	2465	3146
<u>ADD</u>									
60	Office Assistant III	C	1	1.0		UPEC	371	2465	3146

**DULY PASSED AND ADOPTED** this 5<sup>th</sup> day of November, 2019, by the Board of Supervisors of the County of Shasta by the following vote:

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

\_\_\_\_\_  
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:** November 5, 2019

**CATEGORY:** Consent - Health and Human Services-7.

**SUBJECT:**

Amendment to the Agreement with Relias LLC for Online Training Software

**DEPARTMENT:** Health and Human Services Agency-Adult Services

**Supervisory District No. :** All

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

**STAFF REPORT APPROVED BY:** Donnell Ewert, Director, Health and Human Services Agency

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

**RECOMMENDATION**

Approve and authorize the Chairman to sign a retroactive amendment, effective October 15, 2019, to the agreement with Relias LLC for online training curriculum which increases the number of online subscriptions from 142 to 152, increases total maximum compensation from \$116,759.86 to \$124,927.67 (payable annually in advance), and authorizes the Director of the Health and Human Services Agency (HHSA), or any HHSA Branch Director designated by the HHSA Director, to sign prospective and retroactive amendments to the agreement that result in a change in compensation of no more than \$12,456 over the entire term of the agreement, retaining the term June 29, 2019 through June 30, 2024.

**SUMMARY**

This amendment will allow Relias LLC (Relias) to continue to provide staff with access to online training courses, tests, and assessments on a variety of topics.

**DISCUSSION**

Since June 29, 2018, Relias has been providing Health and Human Services Agency (HHSA), Adult Services Branch staff with behavioral health focused online courses, tests, and assessments, in addition to a variety of mental health and professional development topics. The Board approved a renewal agreement on May 21, 2019. Relias’s learning management software (LMS) consists of courses created by medical experts and national leaders, with course libraries across all regulatory-driven content. LMS also tracks, updates, and maintains requirements for national accrediting organizations and state regulatory boards. Licensed staff are able to take courses to earn continuing education credits necessary to meet licensure requirements. Through the current agreement, 142 HHSA Adult Services employees have access to the LMS. This amendment will add slots for an additional ten users to benefit from the resources provided through Relias’ LMS. Following the most recent renewal of the agreement, additional employees were identified who would benefit from accessing the LMS. In anticipation of the need to add additional users in the future, HHSA is requesting authority for the HHSA Director, or any HHSA Branch Director designated by the HHSA Director, to approve increases in maximum compensation of no more than \$12,456 over the entire term of the agreement.

Since deployment, staff have enrolled in 1,361 courses and continue to actively collaborate with supervisors to develop and monitor training plans specific to their assignment within the HHSA. Relias continually updates their online courses with best practices and new modules, with a total of 497 courses currently available to staff. Relias also hosts live webinar trainings at no additional cost covering a wide variety of topics.

**ALTERNATIVES**

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

**OTHER AGENCY INVOLVEMENT**

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

**FISCAL IMPACT**

The total maximum compensation of \$124,555.65 is payable annually in advance. The cost for Fiscal Year (FY) 2019-20 is \$22,191.94, with subsequent years in the amount of \$23,749.59 for FY 2020-21, \$24,937.07 for FY 2021-22, \$26,183.93 for FY 2022-23, and \$27,493.12 for FY 2023-24. The HHSA FY 2019-20 Adopted Budget includes sufficient appropriation authority for the activities described in this agreement and will be included in future year budget submittals.

**ATTACHMENTS:**

Description	Upload Date	Description
Amendment	10/29/2019	Amendment



**FIRST AMENDMENT TO THE AGREEMENT BETWEEN  
THE COUNTY OF SHASTA AND RELIAS LLC**

This First Amendment is entered into between the County of Shasta, a political subdivision of the State of California, through its Health and Human Services Agency, Adult Services Branch ("Customer"), and Relias LLC, ("Company"), a Delaware limited liability company.

RECITALS

WHEREAS, Customer and Company have previously entered into an agreement on May 21, 2019, effective July 1, 2019, for software training curriculum for Health and Human Services Agency employees; ("Original Agreement"); and

WHEREAS, Customer and Company desire to amend the Agreement to update terms, add subscriptions, and increase maximum compensation ("First Amendment"); and

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

NOW, THEREFORE, the Agreement is amended as follows:

- I. Subsection 5.1, Fees and Payment Terms, of Section 5, FINANCIAL TERMS,** of the agreement is amended as of the Effective Date of this First Amendment, in its entirety, to read as follows:

**5.1 Fees and Payment Terms.** Fees and payment terms are specified in **Exhibit A-1**. All fees shall be paid within 15 days of fully executed Agreement. All payments made hereunder shall be in US Dollars. Failure to make timely payments shall be a material breach of the Agreement and Company will be entitled to suspend any or all services hereunder upon 10 days written notice to Customer and/or modify the payment terms, and to request full payment before any additional performance is rendered by Company. In no event shall the total compensation payable under this Agreement exceed \$124,927.67.

- II. Section 5 of Addendum A, ENTIRE AGREEMENT; AMENDMENTS; HEADINGS; EXHIBITS/APPENDICES,** is amended as of the Effective Date of this First Amendment, in its entirety, to read as follows:

A. No changes, amendments, or alterations to this agreement shall be effective unless in writing and signed by both Parties. However, minor amendments, including prospective and retroactive, that do not result in a substantial or functional change to the original intent of this agreement and do not increase maximum compensation by more than \$12,456 over the entire term of the agreement, may be agreed to in writing between Company and Customer's HHSA Director, or any HHSA Branch Director designated by the HHSA Director, provided that the amendment is in substantially the same format as the Shasta County Contracts Manual (Administrative Policy 6-101).

- B. The headings that appear in the Agreement/Addendum are for reference purposes only and shall not affect the meaning or construction of this Agreement.
- C. 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 Addendum shall govern.

**III. EXHIBIT A-1, CONTRACT AMENDMENT** is attached to this First Amendment and is deemed incorporated in the Agreement as of the effective date of this First Amendment. **EXHIBIT A** shall control from July 1, 2019, until the effective date of this First Amendment.

**IV. REAFFIRMATION**

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

**V. ENTIRE AGREEMENT**

The Agreement, as amended, and any attachments, constitute the entire understanding between Customer and Company.

**VI. EFFECTIVE DATE**

Unless otherwise provided, this First Amendment shall be deemed effective October 15, 2019.

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.

**CUSTOMER**

Date \_\_\_\_\_

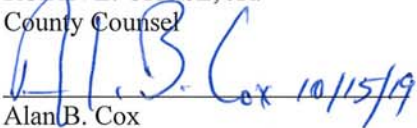
\_\_\_\_\_  
LEONARD MOTY, Chairman  
Board of Supervisors  
County of Shasta  
State of California

ATTEST  
LAWRENCE G. LEES  
Clerk of the Board of Supervisors

By: \_\_\_\_\_  
Deputy

Approved as to form:

RUBIN E. CRUSE, JR.  
County Counsel

  
Alan B. Cox  
Deputy County Counsel

Risk Management Approval

  
James Johnson  
Risk Management Analyst

**COMPANY**

Date 10/22/19

  
James Triandiflou, Chief Executive Officer

Date 10/21/19

  
John Harvey, Corporate Secretary

A1.AS.ReliasLLC.1924  
2683-1-2019-01A1  
CC: 41010

Page 3 of 5

## EXHIBIT A-1



## Contract Amendment

Shasta County Health and Human Services Agency  
2640 Breslauer Way  
Redding, CA 96001

Relias, LLC  
111 Coming Rd., Sue. 250  
Cary, NC 27518

The term of this agreement is: 60 months

Method of Payment: ACH

Billing Frequency: Annually

Renewal Subscription Start Date is: 7/1/2019

Relias LLC ("Company") and Shasta County Health and Human Service Agency ("Client") are parties to a Master Services Agreement with a Subscription Start Date of 7/1/2019 (the "Agreement").

1. Client's Subscription Metrics are adjusted as follows:

Subscription Services Name	Subscription Metric	Prior Subscription Quantity	New Subscription Quantity
Behavioral Health - Basic Package	Per Employee	142	152

Change in Annual Subscription Amount: USD 1,061.35  
New Annual Subscription Amount: USD 22,191.94

2. Client shall pay a pro-rated fee of \$1,061.35 for the above additional Users for the period of October 15, 2019, through June 30, 2020.

3. The Total Maximum Compensation is increased to \$124,927.67. Pricing for the term is detailed in the Pricing Table shown below.

Client acknowledges that additional Subscription Metrics will result in an increase in the Annual Subscription Total.

PRICING TABLE

Subscription Services Periods  
and  
Annual Subscription Totals

7/1/2019-6/30/2020	\$22,191.94
7/1/2020-6/30/2021	\$23,749.59
7/1/2021-6/30/2022	\$24,937.07
7/1/2022-6/30/2023	\$26,183.93
7/1/2023-6/30/2024	\$27,493.12

Total Maximum Compensation \$124,555.65

CONFIDENTIAL

Page 1 of 2

Quote Number: Q-114199

A1.AS.ReliasLLC.1924  
2683-1-2019-01A1  
CC: 41010

Page 4 of 5



**CONTACT INFORMATION**

**Shasta County Health and Human Services Agency**

Name: Paige Greene  
Title: HHSA Adult Services Branch, Deputy Director  
Tele: (530) 225-5900 / Email: pgreene@co.shasta.ca.us

**Relias LLC**

Name: Yvonne Stier  
Title: Mid-Market Account Manager  
Tele: (919) 655-7773 / Email: ystier@relias.com

**CONFIDENTIAL**

Page 2 of 2

Quote Number: Q-114-199

A1.AS.ReliasLLC.1924  
2683-1-2019-01A1  
CC: 41010

Page 5 of 5

REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS

**BOARD MEETING DATE:** November 5, 2019

**CATEGORY:** Consent - Health and Human Services-8.

**SUBJECT:**

Homeless Emergency Aid Program (HEAP) subrecipient agreement Lassen County through its Department of Health and Human Services.

**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 Lassen County in an amount not to exceed \$76,927.80 to provide Services: Other than Homeless Youth Set-Aside and Homeless Youth Set-Aside 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. The County of Lassen through its Department of Health and Human Services intends to utilize HEAP funding to provide

immediate emergency assistance to people experiencing homelessness by providing homelessness prevention activities, criminal justice diversion programs for homeless individuals with mental health needs, establishing services meeting the needs of homeless youth or youth at risk of homelessness, and emergency aid. Lassen County will do this by collaborating with Lassen County Behavioral Health, Lassen County Probation, and Sheriff's Departments.

**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
Lassen Co. HEAP Agreement	10/23/2019	Lassen Co. HEAP Agreement

**ORIGINAL**

**SUBRECIPIENT AGREEMENT**  
**Between**  
**SHASTA COUNTY THROUGH ITS COMMUNITY ACTION AGENCY**  
**and**  
**LASSEN COUNTY THROUGH ITS HEALTH AND SOCIAL SERVICES**

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: \$ 76,927.80

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.

<b>SUBRECIPIENT COUNTY OF LASSEN, HEALTH AND SOCIAL SERVICES</b>	
--	--

Subrecipient's Name:

**COUNTY OF LASSEN, HEALTH AND SOCIAL SERVICES**

By (Authorized Signature)

Date Signed

*Barbara Longo, HSS Director*

Printed Name and Title of Person Signing

*336 Alexander Avenue, Susanville, CA 96130*

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 308B, 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 DL

**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:	Barbara Longo Executive Director, Health and Human Services
Address:	1445 Bunyan Road Susanville, CA 96130
Phone:	530-251-2683
Email:	blongo@co.lassen.ca.us

**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 DL

**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	\$ 40,581.40
C.	Rental Assistance or Subsidies:	\$ -0-
D.	Homeless Youth Set-Aside:	\$ 36,346.40
<b>TOTAL HEAP AWARD AMOUNT:</b>		<b>\$ 76,927.80</b>

**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     *DL*

**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 \$76,927.80, 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 \$76,927.80. 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 DL

- 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 BL

**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   *DL*



**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 BC



**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 BL

**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 BR

**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 BL

**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 BE

**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 BL

**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 BL



**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 results 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 DL

**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.

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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.

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**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 BE

**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 Bl

- (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.

Subrecipients' Initials BE

- (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 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

Subrecipients' Initials BC

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 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  
County of Lassen, Health and Social Services  
1445 Bunyan Road  
Susanville, CA 96130  
Telephone (530) 251-2683

- 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

Subrecipients' Initials PL



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.

**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

Handwritten initials in black ink, appearing to be 'DL' or similar, written over 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

\_\_\_\_\_  
By: Matthew McOmber  
Senior Deputy County Counsel

**RISK MANAGEMENT APPROVAL**

By: \_\_\_\_\_ 10/10/19  
James Johnson  
Risk Management Analyst III

**SUBRECIPIENT**

Date: 10/15/19

By: \_\_\_\_\_  
Jeff Hemphill, Chairman  
Board of Supervisors  
County of Lassen  
State of California

Tax I.D.#: 94-6000517

Date: 10/15/19

By: \_\_\_\_\_  
Barbara Longo  
County of Lassen Health & Human Services  
Executive Director

Subrecipients' Initials BL



**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:** Jenna Aguilera

**Contact Person Title:**

**E-Mail:** jaguilera@co.lassen.ca.us

**Phone Number:** 530-251-2683

**HOMELESS EMERGENCY AID EXPENDITURES BREAKDOWN**

**This billing is for the period of \_\_\_\_\_ to \_\_\_\_\_.**

<b>BUDGET BREAKDOWN</b>		<b>REQUEST</b>
<b>Proposed</b>	<b>Approved</b>	<b>Draw Amount</b>

Services (-Youth Set-Aside)	\$ 40,581.40	
Rental Assistance or Subsidies	\$ -0-	
Capital Improvements	\$ -0-	
Homeless Youth Set-Aside	\$ 36,346.40	
Administrative Costs	\$ -0-	
Other:		
Other:		
<b>TOTAL</b>	<b>\$ 76,927.80</b>	

**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**

<b>SCCAA Use Only</b>	
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**SCCAA Authorizing Approval Signature**

**Date**

Subrecipients' Initials BA

REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS

**BOARD MEETING DATE:** November 5, 2019

**CATEGORY:** Consent - Law and Justice-9.

**SUBJECT:**

Acceptance of a Donation and Budget Amendment

**DEPARTMENT:** Sheriff-Coroner

**Supervisory District No. :** All

**DEPARTMENT CONTACT:** Pat Kropholler, Captain (530) 245-6148

**STAFF REPORT APPROVED BY:** Tom Bosenko, Sheriff-Coroner

Vote Required?	General Fund Impact?
4/5 Vote	General Fund Impact

**RECOMMENDATION**

Take the following actions: (1) Accept a donation in the amount of \$29,000 for the purchase and implementation of the Sheriff’s Office Unmanned Aircraft System Program ("Program"); and (2) approve a budget amendment increasing appropriations and revenue by \$29,000 in the Sheriff Patrol budget to implement the Program.

**SUMMARY**

On October 2, 2019, an anonymous donation was offered to the Shasta County Sheriff’s Office in order to develop and implement an UAS (Unmanned Aircraft System) program.

**DISCUSSION**

On October 2, 2019, the Sheriff’s Office received an offer of a generous donation of \$29,000, from a local organization (who wishes to remain anonymous), in order for the Sheriff's Office to develop and implement a UAS, (Unmanned Aircraft System) program. The use of UAS’ has increased in recent years. Historically, larger law enforcement agencies have experienced the burdensome cost of aviation units and smaller agencies have had to rely on the generosity of those larger agencies to make their aviation units available for response during emergency events. The development of the UAS has changed the standard in public safety aviation and has made it possible for smaller agencies to command their own aviation unit.

The UAS program will be used during real world events, such as search and rescue operations, SWAT missions, bomb incidents, K9 deployments, tracking of suspects, crime scene documentation/reconstruction and on patrol by deputies during critical incidents. A UAS Program should enhance public and personnel safety during these critical lifesaving events.

The donated funds will be used to purchase equipment and train sheriff personnel in their use. These funds will also pay for preparing and filing the necessary blanket and jurisdictional Federal Aviation Administration (FAA) Certificates of Waiver or Authorization (COA) licensing and may be used for other operational costs of the UAS program.

Several Sheriff’s Office employees have been working on this project and developing a policy and procedure for the program. The policy will be completed before the program is implemented, and routinely amended to ensure success.

Remaining funds, if any, will be used for maintenance not covered by the warranty or additional costs of implementing the program.

**ALTERNATIVES**

The Board may decline to accept the donation; however, without this funding source the Sheriff's Office will not be able to move forward with this project unless and until another funding source can be identified.

**OTHER AGENCY INVOLVEMENT**

The budget amendment has been reviewed by the Auditor-Controller. The Recommendation has been reviewed by the County Administrative Office. County Risk Management was consulted regarding insurance for this program. Sheriff staff will follow county policies for purchase of equipment and/or services and work with Shasta County Purchasing where required.

**FISCAL IMPACT**

The requested acceptance of these donated funds is projected to cover the initial acquisition, personnel training, professional services to obtain FAA COA licensure associated with a UAS program, as well as insurance costs in the current fiscal year.

For Fiscal Year 2019-20 there should be no additional General Fund Impact; however, future year requested budgets will include additional appropriations for UAS operations that would otherwise not be requested if a UAS program were to no be approved. It is projected that going forward in odd years after program start that additional appropriations totaling approximately \$17,000 would be requested to fund UAS operational costs and in even years (years where COA renewals are required) additional appropriations will be approximately \$20,500. These requested appropriations are likely to have a minor impact to requested General Fund dollars.

**ATTACHMENTS:**

Description	Upload Date	Description
Budget Amendment	10/29/2019	Budget Amendment

# SHASTA COUNTY SHERIFF'S OFFICE

## INTRADEPARTMENTAL MEMORANDUM



**TO:** Brian Muir, Auditor-Controller

**FROM:** Tom Bosenko, Sheriff-Coroner

**DATE:** October 29, 2019

**RE:** Budget Amendment

Tom Bosenko  
Sheriff-Coroner

Eric Magrini  
Undersheriff

Please prepare an amendment per the Budget Amendment Worksheet below for the Sheriff's Patrol Budget, subject to Board of Supervisors approval on November 5, 2019. This budget amendment increases appropriations \$14,500.00 in Minor Equipment, \$7,000 in Training, and \$7,500 in Special Departmental Expense, offset by an increase in revenue to recognize an anonymous donation in the amount of \$29,000.00.

### APPROPRIATIONS

INCREASE <DECREASE>

COST CENTER	ACCOUNT	ACCOUNT DESCRIPTION	BUDGET READS	BUDGET SHOULD READ	AMOUNT OF TRANSFER (+/-)
23565	035500	Minor Equipment	6,000	20,500	14,500
23565	035942	Trans/Travel Training	60,000	67,000	7,000
23565	035700	Special Departmental Expense	6,580	14,080	7,500
TOTAL					29,000

### REVENUE

INCREASE <DECREASE>

COST CENTER	ACCOUNT	ACCOUNT DESCRIPTION	BUDGET READS	BUDGET SHOULD READ	AMOUNT OF TRANSFER (+/-)
23565	792500	Donations/Contributions	-	29,000	29,000
				-	
TOTAL					29,000

REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS

**BOARD MEETING DATE:** November 5, 2019

**CATEGORY:** Consent - Law and Justice-10.

**SUBJECT:**

Continuation of Local Emergency: February 2019 Winter Storms

**DEPARTMENT:** Sheriff

**Supervisory District No. :** All

**DEPARTMENT CONTACT:** Anthony Bertain, Lieutenant (530) 245-6095

**STAFF REPORT APPROVED BY:** Mike Lindsey, Chief Fiscal Officer

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

**RECOMMENDATION**

Adopt a resolution which recognizes that the circumstances and factors that led to the Board's February 19, 2019 ratification of a local emergency proclamation for February 2019 Winter Storms have not been resolved and that there is a need for continuation of the local emergency proclamation.

**SUMMARY**

There is a need for the February 2019 Winter Storms local emergency proclamation to be continued.

**DISCUSSION**

A storm event arrived in the County of Shasta on February 12, 2019 causing conditions to be beyond the immediate control of local resources, services, personnel, equipment, and facilities. These winter storms brought heavy snowfall to all areas of Shasta County, including areas of the valley floor. The amount of snowfall recorded in Redding had not been seen at this level in 50 years and other areas of the County recorded significant snowfall levels. These winter storms downed trees, limbs, and power poles, as well as damaged critical infrastructure which included loss of power throughout many areas of the County and interruption of radio repeaters for first responders.

Due to these circumstances, the Director of Emergency Services of the County did proclaim the existence of a local emergency within the County of Shasta due to the February 2019 Winter Storms on February 13, 2019 at 8:15 a.m. On February 19, 2019 the Shasta County Board of Supervisors ratified the Director of Emergency Services' local emergency proclamation. In addition, on February 21, 2019, Gavin Newsom, Governor of California, proclaimed a State of Emergency for several counties, including Shasta County, citing among other issues, a significant atmospheric river system sweeping across California beginning on February 12, 2019.

On May 1, 2019, President Donald J. Trump declared that a major disaster exists in the State of California and ordered Federal assistance to supplement State and local recovery efforts in the areas affected by severe winter storms, flooding, landslides, and mudslides from February 13 to February 15, 2019; this declaration includes Shasta County.

Cleanup and repair of the damages from the February 2019 Winter Storms continues in the operational area.

**ALTERNATIVES**

The Board may suggest modifications to the resolution so long as the County meets the required timeline for approving the resolution.

**OTHER AGENCY INVOLVEMENT**

Other agency involvement has included but is not limited to, the Shasta County Department of Public Works, Shasta County Resource Management, Shasta County Fire/CAL FIRE, California Highway Patrol, Redding Police Department, Redding Fire Department, California Office of Emergency Services, California Department of Transportation, and the Anderson Police Department. County Counsel has approved the resolution as to form. The Recommendation has been reviewed by the County Administrative Office.

**FISCAL IMPACT**

Cleanup of debris and rental of emergency generators are two projects the County is seeking reimbursement for and were last estimated to be approximately \$420,000 in expenses for those project areas. Staff will pursue cost recovery where available; however, there typically is always an impact to the General Fund due to disaster reimbursements not covering all costs, thereby requiring a County share of cost.

**ATTACHMENTS:**

Description	Upload Date	Description
Continuation of Local Emergency: February 2019 Winter Storms	10/15/2019	Continuation of Local Emergency: February 2019 Winter Storms

**RESOLUTION NO. 2019-**

**A RESOLUTION OF THE BOARD OF SUPERVISORS  
OF THE COUNTY OF SHASTA CONTINUING THE PROCLAMATION OF A  
LOCAL EMERGENCY FOR THE FEBRUARY 2019 WINTER STORMS**

**WHEREAS**, California Government Code Section 8630 and Shasta County Code Section 2.72.60 of the County of Shasta empowers the Director of Emergency Services to proclaim the existence or threatened existence of a local emergency as defined by California Government Code Section 8558 when the Board of Supervisors is not in session; and

**WHEREAS**, conditions of extreme peril to the safety of persons and property have arisen within the County of Shasta in that the February 2019 Winter Storms have damaged County roadways; have downed trees, limbs, and power poles; and damaged critical infrastructure to include loss of power throughout the County and interruption of emergency radio repeaters for first responders; and

**WHEREAS**, the Director of Emergency Services of the County did proclaim the existence of a local emergency within the County of Shasta due to the February 2019 Winter Storms on February 13, 2019, at 8:15 a.m.; and

**WHEREAS**, on February 19, 2019, the Shasta County Board of Supervisors ratified the Director of Emergency Services' local emergency proclamation; and

**WHEREAS**, on February 21, 2019, Gavin Newsom, Governor of California, proclaimed a State of Emergency for several counties, including Shasta County, citing among other issues, a significant atmospheric river system sweeping across California beginning on February 12, 2019; and

**WHEREAS**, the Board of Supervisors recognize that a letter, signed by County Executive Officer Lawrence G., Lees, was sent to the California Governor's Office of Emergency Services Director on February 21, 2019, requesting funding assistance through California Disaster Assistance Act (CDAA) funds and Federal funds be released to assist in the recovery from the disaster; and

**WHEREAS**, cleanup and repair of the damages from the snow storm continue in the operational area.

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Supervisors of the County of Shasta continues the proclamation of a 'local emergency' by the Director of Emergency Services and proclaims and orders that said local emergency shall be deemed to continue to exist until its termination is proclaimed by the Board of Supervisors of the County of Shasta, State of California.

Resolution No. 2019 –  
November 5, 2019  
Page 2 of 2

**BE IT FURTHER RESOLVED** that the Board of Supervisors shall review the need for continuing the local emergency at least once every 60 days until its termination is proclaimed by this Board.

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

**BE IT FURTHER RESOLVED** that a copy of this resolution shall be forwarded to the Secretary of the Governor's Office of Emergency Services (Cal OES).

**DULY PASSED AND ADOPTED** this 5th day of November, 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:** November 5, 2019

**CATEGORY:** Consent - Law and Justice-11.

**SUBJECT:**

Igo-Ono CSD - Continuation of Local Emergency Resolution

**DEPARTMENT:** Sheriff

**Supervisory District No. :** 2

**DEPARTMENT CONTACT:** Anthony Bertain, Lieutenant (530) 245-6095

**STAFF REPORT APPROVED BY:** Tom Bosenko, Sheriff-Coroner

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

**RECOMMENDATION**

Adopt a resolution which recognizes that the circumstances and factors that led to the Board's July 23, 2019 ratification of a local emergency proclamation for Igo-Ono Community Services District have not been resolved and that there is a need for continuation of the local emergency proclamation.

**SUMMARY**

There is a need for the Igo-Ono Community Services District local emergency proclamation to be continued.

**DISCUSSION**

On July 17, 2019, the Shasta County Director of Emergency Services proclaimed the existence of a local emergency due to storm damage as a result of a May 30, 2019 rainstorm that moved through western Shasta County. This storm impacted the Igo/Ono Community Services District (IOCSD) and the Misselbeck Dam. The storm further exacerbated damages from the Carr Fire and the February 2019 Snow storm event.

Following the May 30, 2019 rainstorm, the water flow through the Misselbeck Dam outlet works began to slow noticeably, and on June 3, 2019, the outlet works completely plugged, causing the lake water level to rise to 100% of capacity and the water began flowing over the spillway. The IOCSD activated the Misselbeck Dam Emergency Action Plan, notifying the Shasta County Sheriff's Office and other impacted jurisdictions and agencies.

On June 25, 2019, divers from DRS Marine Inc., conducted an underwater investigation/inspection of the outlet structure blockage. Side scan sonar was used to locate a depression in the sediment where the outlet structure was believed to be. The diver used an 18-foot lance to locate the outlet structure, which was located under 10 feet of sediment and wood of all sizes. The outlet structure needs to be cleared so the IOCSD can control water flow going out of the lake. If the outlet is not cleared it could cause significant damage to the Misselbeck Dam, spillway and downstream communities of Igo, Ono, and Cottonwood areas.

Further, the California Division of Safety of Dams-Department of Water Resources has determined the Misselbeck Dam Spillway is unsafe to use and flows during the rainy season could potentially destroy the spillway and endanger lives and property between the dam and Cottonwood.

The cost to IOCSD to mitigate the damage and remove the sediment is currently estimated between 1.6 to 2.1 million dollars. The estimated cost of the cleanup, repair and removal of sediment/debris has now been determined to beyond the means of the IOCSD and if not mitigated could cause significant damage to the structure of the dam and impact lives and property downstream of the dam.

**ALTERNATIVES**

The Board may suggest modifications to the resolution so long as the County meets the required timeline for approving the resolution.

**OTHER AGENCY INVOLVEMENT**

Communications have included Shasta County Public Works and the State of California Office of Emergency Services. County Counsel has approved the resolution as to form. The Recommendation has been reviewed by the County Administrative Office.

**FISCAL IMPACT**

Cost for County staff to prepare the recommended resolution and obtain updates from Igo-Ono CSD are included in the departments' respective adopted budgets.

**ATTACHMENTS:**

Description	Upload Date	Description
Igo/Ono Resolution	10/29/2019	Igo/Ono Resolution

**RESOLUTION NO. 2019-  
A RESOLUTION OF THE BOARD OF SUPERVISORS  
OF THE COUNTY OF SHASTA RATIFYING THE PROCLAMATION OF A  
LOCAL EMERGENCY FOR THE IGO/ONO COMMUNITY SERVICES  
DISTRICT AND REQUESTING THE GOVERNOR TO PROCLAIM A STATE OF  
EMERGENCY**

**WHEREAS**, California Government Code Section 8630 and Shasta County Code Section 2.72.60 of the County of Shasta empowers the Director of Emergency Services to proclaim the existence or threatened existence of a local emergency as defined by California Government Code Section 8558 when the Board of Supervisors is not in session; and

**WHEREAS**, conditions of extreme peril to the safety of persons and property have arisen within the County of Shasta in that a debris flow has caused significant issues within the Igo/Ono Community Services District area, specifically Misslebeck Dam; and

**WHEREAS**, the Director of Emergency Services of the County did proclaim the existence of a local emergency within the County of Shasta due to the Carr Fire on July 26, 2018, at 6:15 a.m.; the Carr Fire consumed more than 229,651 acres and caused damaged within the Igo/Ono Community Service District by creating significant post-fire sedimentation issues; and

**WHEREAS**, on February 12, 2019, a winter storm impacted the Shasta Operational area and the Igo/Ono Community Service District by forcing large amounts of debris into Rainbow Lake; and

**WHEREAS**, on May 30, 2019, an impactful rain storm hit western Shasta County and caused a major debris flow into Rainbow Lake and the Dam causing the outlet for the lake to become impacted with sediment and possible wood debris; and

**WHEREAS**, the California Division of Safety of Dams-Department of Water Resources has determined the Dam Spillway is unsafe to use and flows during the rainy season could potentially destroy the spillway and endanger lives and property between the dam and Cottonwood; and

**WHEREAS**, as of July 17, 2019, the Director of Emergency Services of the County did proclaim the existence of a local emergency within the County of Shasta due to the conditions listed above; and

**WHEREAS**, on July 23, 2019, the Shasta County Board of Supervisors ratified the local emergency; and

**WHEREAS**, as of August 15, 2019, the east outlet pipe has no water flowing out of it and the west outlet pipe had a minimal amount, and water continued to pour over the spillway;

Resolution No. 2019 –  
November 5, 2019  
Page 2 of 2

**WHEREAS**, the estimated cost of the cleanup, repair and removal of sediment/debris has now been determined to be beyond the means of the Igo/Ono Community Service District and if not mitigated could cause significant damage to the structure of the dam and impact lives and property downstream of the dam; and

**WHEREAS**, the Director of Emergency Services of the County finds that these emergency conditions are beyond the control of local resources, services, personnel, equipment and facilities; and

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

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Supervisors of the County of Shasta continues the proclamation of a local emergency by the Director of Emergency Services and proclaims and orders that said local emergency shall be deemed to continue to exist until its termination is proclaimed by the Board of Supervisors of the County of Shasta, State of California.

**BE IT FURTHER RESOLVED** that the Board of Supervisors shall review the need for continuing the local emergency at least once every sixty days until its termination is proclaimed by this Board.

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

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

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

November 5, 2019

Page 3 of 3

**DULY PASSED AND ADOPTED** this 5th day of November 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:** November 5, 2019

**CATEGORY:** Consent - Law and Justice-12.

**SUBJECT:**

Ratify the Sheriff's signature on the Fiscal Year 2019 Public Safety Power Shutoff Resiliency Allocation agreement.

**DEPARTMENT:** Sheriff

**Supervisory District No. :** All

**DEPARTMENT CONTACT:** Anthony Bertain, Lieutenant (530) 245-6095

**STAFF REPORT APPROVED BY:** Mike Lindsey, Chief Fiscal Officer

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

**RECOMMENDATION**

Ratify the Sheriff's signature on the California Office of Emergency Services (Cal OES) Fiscal Year 2019 Public Safety Power Shutoff (PSPS) Resiliency Allocation agreement which provides for a grant allocation to Shasta County in an amount of \$396,118 to support local government efforts to improve resiliency in response to utility-led PSPS actions for the performance period July 1, 2019 to October 31, 2022.

**SUMMARY**

Shasta County has been provided a FY 2019 PSPS Resiliency Allocation of \$396,118 and the Sheriff's Office is seeking ratification of the Sheriff's signature on the agreement for this funding.

**DISCUSSION**

Governor Gavin Newsom and the State Legislature included a \$75 million one-time General Fund appropriation in the State of California 2019 Budget Act to support state and local government efforts to protect public safety, vulnerable populations and individuals and improve resiliency in response to utility-led PSPS actions. Half of the funds will be allocated to local governments, with at least \$150,000 awarded to all 58 counties with additional funding based on county size and experience with PSPS. A total of \$8 million has been set aside to support competitive grants available to other incorporated cities and \$1.5 million is available in competitive grants for tribal governments.

This funding is referenced in Governor Newsom's October 27, 2019 Proclamation of State of Emergency which is a declaration of a statewide emergency due to fires and extreme weather conditions and the impacts of utility-led PSPS events.

The Sheriff's Office received a Notification of Subrecipient Allocation for the Fiscal Year 2019 PSPS Resiliency Allocation for Shasta County which is set in the amount of \$396,118 and instruction to return the signed agreement within 20 calendar days of receipt. Given the nexus to the Office of Emergency Services and funding information being included in the

Governor's Proclamation of a State of Emergency, the Sheriff, acting as the Director of the Office of Emergency Services, executed the agreement and it was returned the same day it was received.

Subsequent review by County Counsel determined that the Board of Supervisors should ratify the Sheriff's signature to this agreement and as such it is recommended that the Board provide such ratification.

**ALTERNATIVES**

The Board could choose to not ratify the Sheriff's signature, in which case it would be recommended that the Board approve the Chairman to sign the agreement retroactive to October 29, 2019.

**OTHER AGENCY INVOLVEMENT**

County Counsel has approved the agreement as to form. Risk Management has approved the agreement. The Recommendation has been reviewed by the County Administrative Office. The Sheriff's Office of Emergency Services will work with stakeholders, and also as required under the agreement to collaborate with the cities within the county, to determine best uses of this funding in accordance with the limits of uses specified in the agreement.

**FISCAL IMPACT**

The State has already remitted the \$396,118 to Shasta County and the funds have been deposited into an unearned revenue account. It will be tracked by the Sheriff's Office fiscal unit by project code. It is possible that stakeholder recommendations on uses of these funds may include recommendations to leverage these funds with other local funds to increase the overall impact of any resiliency project(s) in which case those recommendations will be referred to the County Administrative Office for recommendations on whether and how to proceed.

**ATTACHMENTS:**

Description	Upload Date	Description
FY2019 PSPS Resiliency Allocation Grant Agreement	10/31/2019	FY2019 PSPS Resiliency Allocation Grant Agreement

GAVIN NEWSOM  
GOVERNOR

MARK S. GHILARDUCCI  
DIRECTOR



October 25, 2019

Anthony Bertain  
Lieutenant  
Shasta County  
300 Park Marina Circle  
Redding, CA 96001

SUBJECT: **NOTIFICATION OF SUBRECIPIENT ALLOCATION**  
Fiscal Year (FY) 2019 Public Safety Power Shutoff (PSPS)  
Resiliency Allocation  
Cal OES ID#089-00000  
Period of Performance: July 1, 2019 to October 31, 2022

Dear Lt. Bertain:

The California Governor's Office of Emergency Services (Cal OES) approved your FY 2019 PSPS allocation in the amount of \$396,118. Eligible activities under this allocation are limited to:

- Equipment
  - Generators and generator connections for essential facilities, with an emphasis on clean energy and green solutions where possible or other alternative backup power sources;
  - Generator fuel and fuel storage; and
  - Redundant emergency communications (e.g., battery-powered radios).
- Plans
  - Continuity plans;
  - Development/update of contingency plans for electrical disruptions that include considerations such as protecting individuals with access and functional needs, medical baseline and socially vulnerable populations, transportation, emergency public information, and preservation of essential functions;



3650 SCHRIEVER AVENUE, MATHER, CA 95655  
(916) 845-8506 TELEPHONE (916) 845-8511 FAX  
[www.CalOES.ca.gov](http://www.CalOES.ca.gov)



Anthony Bertain  
October 25, 2019  
Page 2 of 3

- Risk assessments for critical infrastructure and lifelines; and
- Post-event reports that identify lessons learned and corrective actions.
- Public education materials or supplies focused on individual and family preparedness for electric disruptions.
- One-time costs associated with identifying and equipping resource centers for the public to access during electrical disruptions.

The following activities are **not allowed**:

- Response costs associated with electric disruption events including any staffing or new positions, Emergency Operations Center staffing, security, law or fire response, or other overtime charges.

All activities funded with this allocation must be completed within the period of performance. Additionally, the Subrecipient is subject to the following requirements:

- As a condition of receiving funding, counties will be required to collaborate with cities within their jurisdiction to support critical infrastructure and resiliency county-wide with a particular focus on public safety, vulnerable communities and individuals with access and functional needs.
- Must ensure that they and their principals are not presently debarred, suspended, proposed for debarment, or declared ineligible.
- Must provide two reports on the expenditures of the funds. The first report is due no later than **November 30, 2020**, and the second no later than **November 30, 2022**. These reports shall identify how the funds have been used, including identifying each project or activity undertaken, local entity that undertook the project or activity, the amount of funding provided to the project or activity, and a description of each project or activity. The report shall also identify the specific outcomes achieved by each project or activity, including whether the project or activity was completed and whether it was used during PSPS events.
- Must coordinate with their city or county planning agency to ensure that the project is in compliance with the California Environmental Quality Act (CEQA) (Public Resources Code, Section 21000 et seq.).

Anthony Bertain  
October 25, 2019  
Page 3 of 3

- Comply with the California Public Records Act, Government Code section 6250 et seq.
- Must procure goods and services in compliance with applicable state and local laws, ordinances, rules, regulations, and policies.

**The undersigned represents that he/she is authorized to enter into this agreement for and on behalf of the Applicant.**

Subrecipient: County of Shasta, a political subdivision of the State of CA

Signature of Authorized Agent: Tom Bosenko

Printed Name of Authorized Agent: Tom Bosenko

Title: Sheriff / Director of OES Date: 10-29-19

Your dated signature is required on this Notification of Subrecipient Allocation. Please sign and return to [PSPS@CalOES.ca.gov](mailto:PSPS@CalOES.ca.gov) within 20 calendar days upon receipt and keep a copy for your records. For further assistance, please email [PSPS@CalOES.ca.gov](mailto:PSPS@CalOES.ca.gov).

Sincerely,



MARK S. GHILARDUCCI  
Director

REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS

**BOARD MEETING DATE:** November 5, 2019

**CATEGORY:** Regular - General Government-4.

**SUBJECT:**

Approve Argument in Favor of 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 for Measure A: (1) Temporarily suspend the operation of Rule 7(e)(1) in Administrative Policy 1-101, *Operation and Conduct of Business by the Board of Supervisors*; (2) approve the "Argument in Favor of Measure A" which supports the Shasta County Public Safety Transactions and Use Tax Ordinance; and (3) approve and authorize the Chairman to sign the Verification Statement (other four District Supervisors would also sign).

**SUMMARY**

N/A

**DISCUSSION**

On October 1, 2019, the Board of Supervisors adopted Resolution No. 2019-094 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 Presidential 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.

On October 15, 2019, the Board directed staff to prepare a ballot argument in support of Measure A and selected Supervisor Chimenti to assist in the preparation of the ballot arguments. This supporting ballot argument must be 300 words or less, not including the title.

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 would be given preference and priority.

In addition, the Board needs to temporarily suspend the operation of Rule 7(e)(1) in Administrative Policy 1-101 *Operation and Conduct of Business by the Board of Supervisors* which states that " No position shall be considered or taken by the Board concerning candidates for public office, propositions on the ballot, or other issues which will come before the voters." Rule 15 in Administrative Policy 1-101 allows the Board to “temporarily suspend, by the affirmative vote of three supervisors, the operation of all or part of these rules to facilitate the conduct of the Board’s business.”

**ALTERNATIVES**

The Board could decline to approve the "Argument in Favor of Measure A" or suggest language modifications. The deadline for the argument to be submitted to the Shasta County Elections Office is November 8, 2019.

**OTHER AGENCY INVOLVEMENT**

The "Argument in Favor of Measure A" was provided by Supervisor Chimenti. The Recommendation has been reviewed by the County Administrative Office.

**FISCAL IMPACT**

Costs for staff time to process the "Argument in Favor of Measure A" are included in the affected departments' Fiscal Year 2019-20 Adopted Budgets.

**ATTACHMENTS:**

Description	Upload Date	Description
Argument in Favor of Measure A	10/18/2019	Argument in Favor of Measure A
Verification Statement	10/18/2019	Verification Statement

### **Argument in Favor of Measure A**

- 1) **Accountability:** These funds will increase jail space (up to 500 additional beds). We will hold criminals accountable when we have the jail space to hold them until trial. We will also provide needed in-custody treatment for addiction and mental health issues.
- 2) **In-Custody Treatment:** These funds provide Medication Assisted Treatment (MAT), mental health services, and rehabilitative programs for inmates while in custody, as well as post release treatment and training.
- 3) **Quality of Life:** With these funds, we will aggressively address the quality of life crimes, addiction, mental health, and homelessness challenges facing our community. Without this tax measure, crime and addiction in our community will get worse.
- 4) **Law Enforcement:** These funds are exclusively for Public Safety and our Criminal Justice System. This includes but is not limited to:
  - a. Additional police officers (up to 25 in the City of Redding, 3 in the City of Anderson and 3 in the City of Shasta Lake), additional Sheriff's Deputies (up to 20) with priority in rural areas, additional Correction Officers (up to 55), additional Probation Officers, additional fire & emergency services, additional personnel for the District Attorney and Public Defender.
- 5) **Oversight:** This is a SPECIAL Tax. Taxpayers, by their vote, determine exactly and legally where the tax funds can be spent.
  - a. Once the Tax Measure is enacted, **it is the law.**
    - i. No Elected Body or government official can change the categories for where the funds can be spent.
  - b. An independent, 3<sup>rd</sup> party auditor will review all expenditures for compliance in addition to a citizen's oversight committee to ensure transparency. This information will be available to the public.
  - c. As the measure stipulates, these funds cannot be used for existing expenses, existing unfunded liabilities, or supplant any existing general budget items that have been previously funded.

## VERIFICATION STATEMENT

### ARGUMENT IN FAVOR OF MEASURE A

The undersigned proponents or authors of the argument in favor of Measure A at the Presidential Primary Election for the County of Shasta to be held on March 3, 2020, hereby state that this argument is true and correct to the best of their knowledge and belief.

Date: \_\_\_\_\_  
Leonard Moty, Chairman  
Board of Supervisors, County of Shasta

Date: \_\_\_\_\_  
Joe Chimenti, District 1 Supervisor  
Board of Supervisors, County of Shasta

Date: \_\_\_\_\_  
Mary Rickert, District 3 Supervisor  
Board of Supervisors, County of Shasta

Date: \_\_\_\_\_  
Steve Morgan, District 4 Supervisor  
Board of Supervisors, County of Shasta

Date: \_\_\_\_\_  
Les Baugh, District 5 Supervisor  
Board of Supervisors, County of Shasta

REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS

**BOARD MEETING DATE:** November 5, 2019

**CATEGORY:** Regular - General Government-5.

**SUBJECT:**

Vacancy of Shasta County Sheriff-Coroner.

**DEPARTMENT:** Administrative Office

**Supervisory District No. :** All

**DEPARTMENT CONTACT:** Lawrence G. Lees, County Executive Officer (530) 225-5261

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

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

**RECOMMENDATION**

Provide direction to staff regarding the process to fill the vacancy created by the upcoming retirement of the elected Sheriff-Coroner.

**SUMMARY**

Shasta County Sheriff-Coroner Tom Bosenko has announced his retirement, effective December 29, 2019. Sheriff Bosenko's current term of office expires the first Monday after January 1, 2023. Staff is seeking direction from the Board of Supervisors on the process for the appointment of a successor to the office.

**DISCUSSION**

Tom Bosenko, the elected Sheriff-Coroner, has announced his retirement from office effective December 29, 2019. Sheriff Bosenko's unexpired term as Sheriff-Coroner is three years following his retirement, lasting until the first Monday after January 1, 2023. The next election for the Office of Sheriff-Coroner is in March, 2022.

Government Code section 25304 provides as follows: "The board of supervisors shall fill by appointment all vacancies that occur in any office filled by the appointment of the board and elective county officers, except judge of the superior court and supervisors. The appointee shall hold office for the unexpired term or until the first Monday after January 1st succeeding the next general election."

Pursuant to this statute, the Board of Supervisors is required to appoint a successor to an elected position which becomes vacant before the expiration of the incumbent's term of office. State law does not authorize the Board of Supervisors to call a special election. State law also does not authorize the Board to appoint an "interim" or "acting" Sheriff-Coroner. The person appointed will hold office for the unexpired term. In this case, the person appointed by the Board will hold office until the first Monday after January 1, 2023.

If a successor Sheriff-Coroner is not appointed before December 29, 2019, and the office remains vacant after that date, the incumbent Undersheriff shall, under Government Code section 24105, temporarily assume the responsibilities of the Sheriff-Coroner until such time as a successor is appointed.

Staff presents the following options to the Board of Supervisors to fill the vacancy:

### **Option # 1**

Option # 1 involves a recruitment process to fill the vacancy. Such a process would be as follows:

1. The Director of Support Services will recruit to fill the Sheriff-Coroner vacancy.
2. The minimum qualifications for the Sheriff-Coroner vacancy shall be those established by statute.
3. Applications will be reviewed for meeting the minimum qualifications by the Director of Support Services.
4. Those applicants who meet the minimum qualifications for the Office of Sheriff-Coroner will be scheduled for interviews, in open session, by the Board of Supervisors.

This procedure is consistent with Shasta County Personnel Rule 6.12. Personnel Rule 6.12 provides that it is the policy of the Board that appointments to positions listed in Personnel Rule 6.11 (which includes vacancies in the elected office of Sheriff-Coroner) will be made in accordance with the federal merit principles and that the services of the Department of Support Services will be utilized in recruiting and in determining the qualifications of candidates for these positions.

The Brown Act provides that any actions that the Board takes in filling the position, including the consideration of applications, the conducting of interviews, and the making of the appointment, must be carried out in open session. In addition, all of the application packets which are considered by the Board are deemed to be public records and must be made available for public review.

### **Option # 2**

Option # 2 involves an appointment by the Board of Supervisors without the necessity for a recruitment and interviews. Under Option # 2, the Board may direct staff to place on a future agenda the appointment of a specific individual.

State law does not require that the Board conduct a recruitment to fill the vacancy. Should the Board direct staff to proceed with Option # 2, it is recommended that the Board of Supervisors also adopt a resolution waiving Personnel Rule 6.12 in connection with this appointment.

By statute, any person the Board wishes to consider for the vacant office of Sheriff-Coroner must satisfy the following requirements:

1. The person must be a registered voter in the County of Shasta.
2. The person must satisfy one of the following criteria:
  - a. An active or inactive advanced certificate issued by the Commission on Peace Officer Standards and Training.
  - b. One year of full-time, salaried law enforcement experience within the provisions of Section 830.1 or 830.2 of the Penal Code at least a portion of which shall have been accomplished within five years prior to the date of appointment, and possesses a master's degree from an accredited college or university.



- c. Two years of full-time, salaried law enforcement experience within the provisions of Section 830.1 or 830.2 of the Penal Code at least a portion of which shall have been accomplished within five years prior to the date of appointment, and possesses a bachelor's degree from an accredited college or university.
- d. Three years of full-time, salaried law enforcement experience within the provisions of Section 830.1 or 830.2 of the Penal Code at least a portion of which shall have been accomplished within five years prior to the date of appointment, and possesses an associate in arts or associate in science degree, or the equivalent, from an accredited college.
- e. Four years of full-time, salaried law enforcement experience within the provisions of Section 830.1 or 830.2 of the Penal Code at least a portion of which shall have been accomplished within five years prior to the date of appointment, and possesses a high school diploma or the equivalent.

The Board is not authorized to waive any of these minimum statutory requirements.

### **ALTERNATIVES**

The Board may choose from among the options listed in this staff report, but must make an appointment to fill this vacancy.

### **OTHER AGENCY INVOLVEMENT**

The County Counsel provided pertinent legal information regarding appointment when vacancies occur in elective county offices.

### **FISCAL IMPACT**

Salary expenses for the Sheriff-Coroner are included in the current Adopted Budget.

**REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS**

**BOARD MEETING DATE:** November 5, 2019

**CATEGORY:** Regular - General Government-6.

**SUBJECT:**

Update from the County Administrative Office regarding County Facilities

**DEPARTMENT:** Administrative Office

**Supervisory District No. :** All

**DEPARTMENT CONTACT:** Larry Lees, County Executive Officer, (530) 225-5561

**STAFF REPORT APPROVED BY:**

<b>Vote Required?</b>	<b>General Fund Impact?</b>
No Vote	No General Fund Impact

**RECOMMENDATION**

Receive a project update regarding the space studies for County facilities from the County Administrative Office.

**SUMMARY**

N/A

**DISCUSSION**

On October 22, the Board of Supervisors received a report from Nichols-Melburg & Rossetto AIA and Associates, Inc. (NMR) regarding County facilities. Key facilities include the Administration Center, Courthouse, Jail, Probation, District Attorney, Fleet and other County offices. Space studies have been undertaken to plan for pending developments.

This is one of many updates the County Administrative Office will provide to the Board of Supervisors.

**ALTERNATIVES**

The Board may decline to receive an update at this time.

**OTHER AGENCY INVOLVEMENT**

This recommendation has been reviewed by the County Administrative Office.

**FISCAL IMPACT**

The financial impact is undetermined at this time and depends on the decision from the Board of Supervisors.

REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS

**BOARD MEETING DATE:** November 5, 2019

**CATEGORY:** Regular - General Government-7.

**SUBJECT:**

Appoint Director of Child Support Services

**DEPARTMENT:** Administrative Office

**Supervisory District No. :** All

**DEPARTMENT CONTACT:** Larry Lees, County Executive Officer, 530-225-5561

**STAFF REPORT APPROVED BY:** Larry Lees, County Executive Officer

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

**RECOMMENDATION**

Take the following actions: (1) Upon the recommendation of the County Executive Officer, appoint Ms. Laura Burch as the Shasta County Department of Child Support Services Director; and (2) establish Ms. Burch's start date as December 8, 2019 with Ms. Burch's starting salary at the B Step (\$55.779 per hour/\$9,668.00 per month) of the salary range for the position of Director of the Department of Child Support Services.

**SUMMARY**

N/A

**DISCUSSION**

Due to the announced retirement of the current Director of Child Support Services and pursuant to Shasta County Code Section 2.38.030 and the Shasta County Personnel Rules Section 6.11(E)(3), the Shasta County Executive Officer recommends that the Board of Supervisors appoint Ms. Laura Burch to the position of Director of Child Support Services. It is also recommended that the Board establish Ms. Burch's start date as December 8, 2019 with a starting salary at the B Step of the Director of Child Support Services salary range.

**ALTERNATIVES**

The Board may choose to establish a different start date for Ms. Burch and/or establish Ms. Burch's compensation at a different salary pay step for the position of Director of Child Support Services.

**OTHER AGENCY INVOLVEMENT**

The County Executive Officer makes this recommendation and County Counsel has reviewed this recommendation.

**FISCAL IMPACT**

There is no financial impact for this recommendation.

CCs:

Angela Davis, Director of Support Services

Linda Mekelburg, Agency Staff Services Analyst II – Confidential

Melissa Mansfield, Agency Staff Services Analyst II – Confidential

REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS

**BOARD MEETING DATE:** November 5, 2019

**CATEGORY:** Regular - General Government-8.

**SUBJECT:**

Campaign Disclosure Ordinance

**DEPARTMENT:** County Counsel

**Supervisory District No. :** All

**DEPARTMENT CONTACT:** Rubin E. Cruse, Jr., County Counsel (530) 225-5711

**STAFF REPORT APPROVED BY:** Rubin E. Cruse, Jr., County Counsel

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

**RECOMMENDATION**

Introduce and waive the reading of an Ordinance of the Board of Supervisors of the County of Shasta Adding Chapter 2.05, "Local Political Campaign Disclosure and Reporting Requirements," to the Shasta County Code.

**SUMMARY**

N/A

**DISCUSSION**

Pursuant to the direction of the Board of Supervisors on October 22, 2019, an ordinance has been prepared that requires candidates for county offices, their controlled committees, and committees primarily formed to support or oppose a candidate, to file a pre-election campaign statement in addition to (1) the two pre-election campaign statements currently required under the Political Reform Act, and in addition (2) to the semiannual campaign statements required by the Political Reform Act. This ordinance is authorized by Government Code section 81013.

Generally speaking the campaign statements include disclosures related to campaign contributions and campaign expenditures.

The Political Reform Act requires that candidates and their committees file semiannual statements each year no later than July 31 for the period ending June 30 and no later than January 31 for the period ending December 31. The next semiannual statement is due on January 31, 2020 for the period ending December 31, 2019.

The Political Reform Act also requires that candidates for office, their controlled committees, and committees primarily formed to support or oppose a candidate, file two pre-election campaign statements as follows:

1. For the period ending 45 days before the election, the pre-election statement shall be filed no later than 40 days before the election.

2. For the period ending 17 days before the election, the pre-election statement shall be filed no later than 12 days before the election.

For the upcoming election on March 3, 2020, these two pre-election statements are due on January 23, 2020 and February 20, 2020.

**The proposed ordinance will require the filing of an additional pre-election campaign statement as follows:**

- 1. For the period ending 83 days before the March 3, 2020 election, the pre-election statement shall be filed no later than December 20, 2019.
- 2. For the period ending 83 days before every election after the March 3, 2020 election, the pre-election statement shall be filed no later than 78 days before the election.

This additional filing requirement will apply to candidates for Shasta County Offices, their controlled committees, and committees primarily formed to support or oppose such candidates. The Shasta County Offices subject to the ordinance are as follows: County Supervisor, District Attorney, Sheriff-Coroner, Auditor-Controller, Assessor-Recorder, Treasurer-Tax Collector/Public Administrator, County Clerk/Registrar of Voters, and Superintendent of Schools.

The period covered by a campaign statement as used in this ordinance is defined in the Political Reform Act as the period beginning after the closing date of the most recent campaign statement which was required to be filed and ending with the closing date of the statement in question. If a person has not previously filed a campaign statement, the period covered begins on January 1. Government Code section 82046.

The form, content, and requirements of the pre-election campaign statements under this ordinance shall be governed by the provisions of the Political Reform Act.

The primary enforcing authority for the ordinance will be the Shasta County Clerk/Registrar of Voters. For alleged violations by the Shasta County Clerk/Registrar of Voters, the enforcing authority will be the Shasta County Clerk of the Board.

**ALTERNATIVES**

The Board may decline to proceed with the proposed ordinance. The Board may also modify provisions of the proposed ordinance.

**OTHER AGENCY INVOLVEMENT**

Input was provided by the County Clerk/Registrar of Voters and the County Executive Officer/Clerk of the Board. The Recommendation has been reviewed by the County Administrative Office.

**FISCAL IMPACT**

Additional costs for enforcement requirements by the County Clerk/Registrar of Voters and the County Executive Officer/Clerk of the Board may impact those departments in the future.

**ATTACHMENTS:**

Description	Upload Date	Description
Ordinance	10/29/2019	Ordinance

**ORDINANCE NO. SCC 2019-\_\_\_\_\_**

**AN ORDINANCE OF THE BOARD OF SUPERVISORS OF  
THE COUNTY OF SHASTA  
ADDING CHAPTER 2.05, "LOCAL POLITICAL CAMPAIGN DISCLOSURE AND  
REPORTING REQUIREMENTS,"  
TO THE SHASTA COUNTY CODE**

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

**SECTION I.**

Chapter 2.05 of the Shasta County Code is enacted to read in its entirety as follows:

**Chapter 2.05**

**LOCAL POLITICAL CAMPAIGN DISCLOSURE AND REPORTING  
REQUIREMENTS**

**Sections:**

<b>2.05.010</b>	<b>Purpose</b>
<b>2.05.020</b>	<b>Authority</b>
<b>2.05.030</b>	<b>Relationship to the Political Reform Act of 1974</b>
<b>2.05.040</b>	<b>Definitions</b>
<b>2.05.050</b>	<b>Application of Ordinance</b>
<b>2.05.060</b>	<b>Pre-Election Statements</b>
<b>2.05.070</b>	<b>Administrative Penalties</b>
<b>2.05.080</b>	<b>Enforcement</b>

**2.05.010 Purpose.**

The purpose of this chapter is to require the filing of campaign statements regarding elections of candidates to county offices in addition to what is currently required under the Political Reform Act, (commencing with California Government Code sections 84200 et seq.) in order to facilitate review and maximize the availability of this information to the public.

**2.05.020 Authority.**

This chapter is adopted pursuant to California Government Code section 81013 which authorizes local agencies to impose additional requirements on any person so long as the requirements do not prevent the person from complying with the Political Reform Act.



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**2.05.030 Relationship to the Political Reform Act of 1974.**

This chapter is intended to supplement the Political Reform Act as amended. Unless a word or term is specifically defined in this chapter or the contrary is stated or clearly appears from the context, words and terms shall have the same meaning as when they are used in Title 9 of the California Government Code, in which the Political Reform Act is codified, and as supplemented by the Regulations of the Fair Political Practices Commission as set forth in Title 2, Division 6 of the California Code of Regulations ("regulations"), as well as any amendments to the act or to the regulations. If any provision of this chapter is held invalid, the terms of the act and its regulations control and supersede the terms of this chapter to the extent necessary to bring this chapter into full compliance therewith.

**2.05.040 Definitions.**

The following definitions used in this chapter shall have the meanings as set forth below.

"Candidate" shall be defined as set forth in the Political Reform Act provided that the term shall be limited to candidates for county office.

"Committee" shall be defined as set forth in the Political Reform Act.

"Controlled committee" means a committee that is controlled directly or indirectly by a candidate or that acts jointly with a candidate in connection with the making of expenditures. A candidate controls a committee if he or she, his or her agent, or any other committee he or she controls has a significant influence on the actions or decisions of the committee. A "political party" committee, as defined in Government Code section 85205, is not a "controlled committee."

"County Office" means the following offices in Shasta County: County Supervisor, District Attorney, Sheriff-Coroner, Auditor-Controller, Assessor-Recorder, Treasurer-Tax Collector/Public Administrator, County Clerk/Registrar of Voters, and Superintendent of Schools.

"Election" and/or "county election" means any primary, general, special or recall election held in the County of Shasta. The primary and general or special elections are separate elections for purposes of this chapter.

"Political Reform Act" means the California Political Reform Act of 1974 (Government Code sections 81000 et seq., as amended).

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**2.05.050 Application of Ordinance.**

The provisions of this chapter shall only apply to candidates seeking election to a county office in the County of Shasta, their controlled committees, and to committees formed or existing primarily to support or oppose a candidate. In the event a county candidate also runs for election for a state, federal, city, special district or other non-county office, the provisions of this chapter do not apply to the county candidate's campaign for such other office, nor to any committee established solely for the purpose of running for such state, federal, city, special district, or other non-county office.

**2.05.060 Pre-Election Statements.**

- A. All candidates appearing on the ballot to be voted on at the March 3, 2020 primary election, their controlled committees, and committees primarily formed to support or oppose a candidate, shall file the following pre-election campaign statement.
  - 1. For the period ending 83 days before the election, the statement shall be filed no later than December 20, 2019.
- B. All candidates appearing on the ballot to be voted on at every election following the March 3, 2020 primary election, their controlled committees, and committees primarily formed to support or oppose a candidate, shall file the following pre-election campaign statement.
  - 1. For the period ending 83 days before the election, the statement shall be filed no later than 78 days before the election.
- C. The form, content, and requirements of pre-election campaign statements under this chapter shall be governed by the provisions of the Political Reform Act.
- D. The provisions of this section shall be in addition to the pre-election campaign statements required by Government Code sections 84200.5 and 84200.8, as they now exist and as they may be amended.

**2.05.070 Administrative Penalties.**

If any person violates any provision of this chapter, he or she shall be liable to the Registrar of Voters in the amount of ten dollars (\$10.00) per day of violation, in addition to any other legal remedies provided by law. This amount shall be deemed a penalty in accordance with Government Code section 91013. The following procedures shall govern the imposition, enforcement, collection and administrative review of administrative penalties.

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A. Notice of violation. If any person subject to this chapter fails to comply with any provision herein, a notice of violation may be issued by the Registrar of Voters or his or her designee.

B. Content of notice of violation. The notice of violation shall contain the information listed below:

- (1) Date, location and approximate time the violation was observed or discovered.
- (2) The ordinance section violated and a brief description of the violation.
- (3) The amount of the penalty imposed for the violation.
- (4) Instructions for the payment of the penalty, the time period by which it shall be paid, and the consequences of failure to pay the penalty within this time period.
- (5) Instructions on how to appeal the notice of violation.
- (6) The signature of the Registrar of Voters or his or her designee.

C. Service of notice of violation. Service of notice of violation shall be effective upon deposit in United States mail in accordance with this chapter. A copy of the notice of violation shall be mailed by certified mail, return receipt requested to the person who has violated the ordinance, at the address listed for the Person on the Fair Political Practices Commission Form 410 Statement of Organization.

D. Penalties.

- (1) The penalties assessed for each violation shall be ten dollars (\$10.00) per day, and shall not exceed the cumulative amount stated in the late statement or report, or one hundred dollars (\$100.00), whichever is greater.
- (2) Payment of the penalty shall not excuse the failure to correct the violation nor shall it bar further enforcement action.
- (3) The penalties assessed shall be payable to the County of Shasta.

E. Administrative appeal.

- (1) Notice of appeal. The recipient of a notice of violation carrying a penalty may appeal by filing a written notice of appeal with the Registrar of Voters. The written notice of appeal must be filed within twenty (20) days of the service of the notice of violation. Failure to file a written notice of appeal within this

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time period shall constitute a waiver of the right to appeal. The notice of appeal shall contain the following information:

- a) A brief statement setting forth appellant's interest in the proceedings;
  - b) A brief statement of the material facts which appellant claims supports his/her contention that no violation has occurred, no administrative penalty should be imposed or that an administrative penalty of a different amount is warranted;
  - c) An address at which the appellant agrees notice of any additional proceeding or an order relating to the imposition of the administrative penalty may be received by mail.
  - d) The signature of the appellant.
- (2) The Registrar of Voters, or his or her designee, shall review the appeal and issue a notice of decision within thirty (30) days of receipt of the notice of appeal. The notice of decision shall be final.
  - (3) In addition to any other available remedies, the Registrar of Voters may bring a civil action and obtain a judgment in Superior Court for the purposes of collecting any unpaid monetary penalties, fees, or civil penalties imposed pursuant to Government Code section 91013.5.

**2.05.080 Enforcement.**

- A. The Registrar of Voters, or his or her designee, shall be the enforcing officer for this chapter and have the primary responsibility to monitor compliance with this chapter at his or her discretion, to investigate alleged violations of this chapter, to issue notices of violations as appropriate, to review appeals to the notices of violations, and to collect administrative penalties as set forth herein. The Registrar of Voters is also authorized to refer any complaint or allegation of violation of this Chapter or the Political Reform Act to the Fair Political Practices Commission, the State's Attorney General, or such other officer or agency with authority to enforce the provisions of State or County laws.
- B. For alleged violations by the County Clerk/Registrar of Voters, the Shasta County Clerk of the Board shall be the enforcing officer. For such enforcement purposes, all references in Section 2.05.070 of this chapter to the Registrar of Voters shall mean the Shasta County Clerk of the Board.

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## **SECTION II.**

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

## **SECTION III.**

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

## **SECTION IV.**

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

**DULY PASSED AND ADOPTED** \_\_\_\_\_, 2019, by the Board of Supervisors, County of Shasta, State of California, 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:** November 5, 2019

**CATEGORY:** Regular - General Government-9.

**SUBJECT:**

Approval to Sell Tax Defaulted Property, 2020 Chapter 7 Tax Auction

**DEPARTMENT:** Treasurer-Tax Collector/Public Administrator

**Supervisory District No. :** All

**DEPARTMENT CONTACT:** Lori J. Scott, Treasurer-Tax Collector-Public Administrator, 225-5511

**STAFF REPORT APPROVED BY:** Lori J. Scott, Treasurer-Tax Collector-Public Administrator

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

**RECOMMENDATION**

Approve and authorize the Tax Collector to sell one tax-defaulted property in a sealed bid tax auction on February 26, 2020 and up to 61 tax-defaulted properties during a public tax auction February 28, 2020 to the highest bidder, noting that any unsold sealed bid parcels will be included in the public tax auction, and any unsold parcels may be re-offered at a reduced minimum price the same day of the public auction after recess.

**SUMMARY**

The Tax Collector has the authority to sell tax-defaulted property that is subject to the power of sale. Written approval of the Board of Supervisors is required to sell property at a public auction to the highest bidder at the time and place fixed for sale.

**DISCUSSION**

Upon the failure of property owners to pay property tax by the final due date, the Tax Collector sends the Assessee a notice of impending default followed by a declaration of default if the default is not cured. The default opens a five-year waiting period during which the delinquent taxes, penalties, and cost accumulate until redeemed. At the end of five years, if the taxes remain unredeemed, Revenue and Taxation Code section 3691 provides the Tax Collector the power to sell tax-defaulted parcels.

Per Revenue and Taxation Code section 3691: In the case of tax-defaulted property that has been damaged by a disaster in an area declared to be a disaster area by local, state, or federal officials and whose damage has not been substantially repaired, the five-year period set forth in this subdivision shall be tolled until 5 years have elapsed from the date damage to the property was incurred.

Before the sale, the Tax Collector is required to notify the Assessee and any other parties of interest of the Tax Collector's power and interest to sell the property for nonpayment of taxes. Only after all statutory requirements are met can the Tax Collector exercise his or her authority to sell the property. The sale must be conducted no sooner than 45 days after notification by registered mail of all ascertainable recorded parties of interest. Upon completion of the sale, the Tax Collector files reports with the County Recorder and the Assessor to address the transfer of title and the distribution of proceeds from the sale. The Tax Collector must also be prepared to submit, upon request, a report to the State Controller on the disposition

of all parcels. For one year following the sale, the Tax Collector must respond to issues concerning challenges to the validity of the sale and excess proceeds claims. Attached is a list of parcels that will be offered for sale. Pursuant to Revenue and Taxation Code section 3694 The Board may either approve or reject the proposed sale. If the request is approved, the Board may not add items to the list of properties approved for sale or rescind its approval.

**ALTERNATIVES**

The Board may choose not to approve this request. This is not recommended, as Revenue and Taxation Code section 3691 states the tax collector shall have the power to sell and shall attempt to sell in accordance with Section 3692 (oil, gas, and mineral rights and unusable parcels) all or any portion of tax-defaulted property that has not been redeemed.

**OTHER AGENCY INVOLVEMENT**

The County Administrative Office and Auditor-Controller have reviewed the recommendation.

**FISCAL IMPACT**

Associated costs are included in Fiscal Year 2019-20 budget.

**ATTACHMENTS:**

Description	Upload Date	Description
Parcels Subject to Tax Sale List	10/25/2019	Parcels Subject to Tax Sale List

BOARD OF SUPERVISORS REGULAR MEETING - November 5, 2019  
**SHASTA COUNTY TAX COLLECTOR**  
**Parcels Subject to Tax Sale**

**Sealed Bid Auction Date: February 26, 2020**

ITEM NUMBER	ASSESSOR'S PARCEL NUMBER	ASSESSEE NAME	MINIMUM BID	OFFERED AT PREVIOUS TAX SALE(S) & NOT SOLD ( X )
36	095-020-007-000	EARLE JOHN R & WOO TOY LIN	2,800.00	

**Public Auction Date: February 28, 2020**

ITEM NUMBER	ASSESSOR'S PARCEL NUMBER	ASSESSEE NAME	MINIMUM BID	OFFERED AT PREVIOUS TAX SALE(S) & NOT SOLD ( X )
1	005-220-012-000	PETERSON SHARRON	8,400.00	
2	005-220-013-000	PETERSON SHARRON J	8,700.00	
3	005-440-052-000	MICHALAK THOMAS & BELCHER PHILLIP	7,400.00	
4	006-440-032-000	LOVELY DORIS V REVOCABLE LIVING TRUST	2,000.00	
5	007-120-001-000	ASHLEY JESSIE	4,000.00	
6	014-080-021-000	SIMS JAMES A	8,800.00	
7	017-570-020-000	DANTE ROBERT E & YVONNE M	6,800.00	
8	018-650-020-000	TRUDEAU STEVE & RENEE	1,300.00	
9	021-100-030-000	JAMMAL TALAL	7,400.00	
10	022-090-027-000	BARBER LEVERNA C	1,000.00	
11	027-250-020-000	BARBER BILLIE R JR & GINA	4,100.00	
12	028-330-005-000	TALLMADGE SCOTT	9,700.00	
13	029-370-013-000	WRIGHT DEAN C	10,200.00	
14	029-370-014-000	WRIGHT DEAN C	1,900.00	
15	029-530-012-000	LAWRENCE RAYMOND & CINDY ANN	4,000.00	
16	030-170-035-000	CANNON SEAN P	8,200.00	
17	032-180-008-000	MERRILL CHRISTOPHER D	6,600.00	
18	043-010-013-000	GARCIA MARTHA IRIS VERDUZCO	8,500.00	
19	045-290-008-000	SULLIVAN CATHERINE TRUST	1,600.00	
20A	045-320-024-000	AMBRIZ LOURDES V VILLAFANA	2,200.00	TO BE SOLD AS GROUP
20B	045-320-025-000	AMBRIZ LOURDES V VILLAFANA	2,600.00	MINIMUM BID: \$4,800
21	046-210-028-000	CHUNG PATRIA BERTOLANO LIV TRUST	1,400.00	
22	046-210-031-000	CHUNG PATRIA BERTOLANO LIV TRUST	2,300.00	
23	048-490-045-000	DIMATTEO RITA M	48,900.00	
24	055-140-011-000	TRAN HELEN HARTMAN	28,500.00	
25	061-450-031-000	JASPERSE ARTHUR LAWRENCE	13,400.00	
26	064-370-004-000	JONES JON T ETAL	3,700.00	
27	064-370-005-000	JONES JON T ETAL	3,700.00	
28	065-640-001-000	CORAM SCHOOL DISTRICT	800.00	
29	074-070-042-000	NEELY DAVID J	29,000.00	X
30	074-370-010-000	GRIGALBA ARTHUR	47,300.00	
31A	075-180-006-000	EMMETT 2004 TRUST	100,000.00	X TO BE SOLD AS GROUP
31B	075-200-019-000	EMMETT 2004 TRUST	54,900.00	MINIMUM BID: \$154,900
32	077-200-003-000	FLUHART JOHN	22,300.00	
33	077-200-004-000	JACOBS MILDRED REV TRUST 2012 ETAL	3,300.00	
34	082-180-022-000	CARPENTER GERALD E	5,900.00	
35	093-130-006-810	BOND DAVID	3,600.00	
37	096-190-007-000	HAMILTON BRIAN KEITH & HUGH ARLEN	31,800.00	
38	097-110-008-000	EDWARDS ED F & SUSAN L	5,100.00	
39	097-110-009-000	EDWARDS ED F & SUSAN L	5,100.00	
40	097-110-010-000	EDWARDS ED F & SUSAN L	4,500.00	
41	098-090-010-000	CEILEY-JACKSON CORAL G ETAL	3,400.00	
42	098-090-038-000	BULL BRADLY	2,900.00	



43	098-130-020-000	SANDOVAL EDUARDO JR & BARRAGAN MARIA	2,800.00	
44	104-180-002-000	ESMOND DOUGLAS	61,100.00	
45	104-420-014-000	WATSON KENNETH W	15,700.00	
46	115-170-014-000	BRUNS JEFFERY M & DIANE E	34,200.00	
47	201-010-045-000	RANDLE RAYMOND JR	9,000.00	X
48	202-730-012-000	JONES RODNEY A & RHONDA E	7,500.00	
49	206-010-002-000	SPERLING FRANK S	4,100.00	
50	304-130-021-000	OETZEL TERRY R & DETZEL PATRICIA	4,800.00	
51	304-190-006-000	JOHNSON CHARLOTTE ETAL	11,300.00	
52	304-350-006-000	KILLION CHRIS A	1,900.00	
53	306-030-019-000	GAY BARBARA J	21,800.00	
54	306-370-004-000	ARMSTRONG TERRENCE & PLUMMER BREANNA	10,800.00	
55	306-440-010-000	SMITH EUGENE & ELLEN	5,100.00	
56	307-280-018-000	CURTIS ARLINDA NOELL TR	3,600.00	
57	700-050-016-000	BENNETT ROBERT & FALTYS ELEANOR P	43,100.00	
58	701-100-013-000	OVERTON CHARLES THOMAS	4,100.00	
59	701-270-013-000	ALVES JOHN H	3,400.00	

REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS

**BOARD MEETING DATE:** November 5, 2019

**CATEGORY:** Regular - Public Works-10.

**SUBJECT:**

CSA No. 25-Keswick – Asset Transfer

**DEPARTMENT:** Public Works  
County Service Area No. 25-Keswick Water

**Supervisory District No. :** 2

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

**STAFF REPORT APPROVED BY:** Pat Minturn, Public Works Director

<b>Vote Required?</b>	<b>General Fund Impact?</b>
Simple Majority Vote	No General Fund Impact

**RECOMMENDATION**

On behalf of County Service Area (CSA) No. 25-Keswick Water, take the following actions regarding the transfer of assets to Shasta Community Services District (CSD) to fulfill conditions set by the Shasta Local Area Formation Commission (LAFCO) in LAFCO Resolution 2019-02 for the annexation of CSA No. 25-Keswick Water to the CSD: (1) Adopt a resolution which authorizes the County, as successor of the Keswick Community Services District, to transfer ownership of two parcels identified as Assessor’s Parcel Number: 065-140-034 (Fire Hall) and 065-140-033 (Surplus Parcel) to the CSD; (2) approve and authorize the Chairman to sign a Quitclaim Deed transferring the Fire Hall and Surplus Parcel to the CSD; and (3) approve and authorize the County Executive Officer to sign any documents pertaining to transfer of the CSA No. 25-Keswick Water fund balance to the CSD.

**SUMMARY**

CSA No. 25-Keswick Water assets are to be transferred to Shasta CSD pursuant to annexation.

**DISCUSSION**

County Service Area No. 25-Keswick Water (CSA) serves 209 water customers. Shasta Community Services District (CSD) operates a parallel water system serving 770 customers. The Carr Fire destroyed most of the homes in the CSA and a majority of those in the CSD. On November 28, 2018, the CSD adopted a resolution (Shasta CSD Resolution No. 11-18) to apply to LAFCO and request the annexation of the CSA’s territory to the CSD. On December 11, 2018, the Shasta County Board of Supervisors adopted a resolution (Resolution No. 2018-129) to request that LAFCO dissolve the CSA subject in part to conditions including the transfer of two parcels (Fire Hall and vacant Surplus Parcel) to Shasta CSD and the transfer of all CSA No. 25-Keswick water treatment and distribution systems. On February 7, 2019, LAFCO adopted a resolution (LAFCO Resolution No. 2019-02) conditionally approving the annexation. To comply with LAFCO’s annexation conditions, the assets to be transferred include two parcels of real property (Fire Hall and Surplus Parcel) and all of CSA No. 25-Keswick water treatment and distribution systems. The two parcels were originally acquired by the Keswick Community Services District, which was previously dissolved and replaced by the CSA. On or about February 5, 2019, the Fire Hall and Surplus Parcels were conveyed to the County as successor of the Keswick Community Services District pursuant to Government

Code section 57453 and accordingly, Shasta County is acting as the successor to the Keswick Community Services District with respect to quitclaiming those parcels to the CSD. On April 4, 2019, LAFCO adopted Resolution No. 2019-05 determining that it was proper to proceed without an election and ordering the annexation. The CSA assets include fund balance, contractual entitlements, land holdings and infrastructure.

Upon the Board’s approval and authorization, any remaining CSA fund balance will be transferred to the CSD. The three parcels shown on the attached map (Fire Hall, Park, Surplus Parcel) were originally acquired by the CSA’s predecessor (Keswick CSD). Staff recommends that the Board quitclaim the Fire Hall and Surplus Parcel to the CSD in accordance with Government Code 57453. The Fire Hall and Surplus Property parcels are required to transfer per LAFCO.

The U.S. Department of Agriculture – Rural Development provided a grant to intertie the two systems. Construction is complete and the CSD is currently serving CSA customers. Transfer of assets will conclude the County’s obligations to comply with the LAFCO condition in LAFCO Resolution No. 2019-02 for transfer of assets from CSA No. 25-Keswick to Shasta CSD. Routine actions by LAFCO and the State Board of Equalization will follow to effect the annexation. The annexation is expected to be finalized around the end of the calendar year.

**ALTERNATIVES**

The Board may decline to transfer some or all of the assets as specified in the LAFCO resolution. The pending annexation would lapse and the CSA would remain with attendant operational and fiscal challenges.

**OTHER AGENCY INVOLVEMENT**

Shasta CSD concurs with the annexation. LAFCO approved the conditions of annexation. The State Board of Equalization will finalize the annexation. The State Water Resources Control Board regulates both systems and supports the annexation. County Counsel has approved the resolution and deed as to form. The recommendation has been reviewed by the County Administrative Office.

**FISCAL IMPACT**

Adequate budgeted appropriations to transfer the assets and complete the annexation have been included in the Adopted FY 2019/20 CSA No. 25 Keswick Water Admin budget.

**ATTACHMENTS:**

Description	Upload Date	Description
Keswick Parcel Map	10/14/2019	Keswick Parcel Map
Keswick Fire Hall & Surplus Parcel Reso	10/30/2019	Keswick Fire Hall & Surplus Parcel Reso
Exhibit A - Keswick Fire Hall & Surplus Parcel	10/25/2019	Exhibit A - Keswick Fire Hall & Surplus Parcel
Keswick Fire Hall & Surplus Parcel Quitclaim Deed	10/9/2019	Keswick Fire Hall & Surplus Parcel Quitclaim Deed

Por.S.W.¼,Sec.17,T.32 N.,R.5 W.

65-14



**RESOLUTION NO. 2019-**

**RESOLUTION OF THE BOARD OF SUPERVISORS  
OF THE COUNTY OF SHASTA  
AUTHORIZING THE TRANSFER OF REAL PROPERTY  
(KESWICK CSA PARCELS)**

**WHEREAS**, the County of Shasta (the “County”), as successor of Keswick Community Services District, is the fee owner of the real property described in and attached hereto as Exhibit “A” (the “Property”); and

**WHEREAS**, the Property is part of the County’s CSA No. 25-Keswick Water System (the “CSA”); and

**WHEREAS**, the CSA served 209 customers and in July 2019 the Carr Fire destroyed over 90% of the homes within the service area; and

**WHEREAS**, the Shasta Community Services District (the “CSD”) served 770 customers in the area and the Carr Fire destroyed most of the homes in the CSD’s service area; and

**WHEREAS**, in November 2018, the CSD adopted a resolution to apply to the Shasta Local Agency Formation Commission (LAFCO) requesting annexation of the CSA territory into the CSD territory; and

**WHEREAS**, in December 2018, the Board adopted a resolution to request that the LAFCO initiate proceedings to dissolve the CSA subject to certain terms and conditions, including the transfer of the Property to the CSD as well as transfer of all CSA No. 25-Keswick water treatment and distribution systems to the CSD; and

**WHEREAS**, LAFCO has conditioned approval of the annexation of the CSA to the CSD, and the dissolution of the CSA, on the transfer of all CSA assets to the CSD, among other conditions; and

**WHEREAS**, Government Code Section § 57453 authorizes the Board of Supervisors as successor of the dissolved Keswick Community Services District to dispose of real property of the dissolved District.

**NOW, THEREFORE BE IT RESOLVED** that the Board of Supervisors does hereby authorize the Chairman to execute a Quitclaim Deed to transfer ownership of the Property to the CSD.

**BE IT FURTHER RESOLVED** that the Board of Supervisors hereby authorizes the transfer of all CSA No. 25-Keswick water treatment and distribution systems to the CSD.

Resolution No. 2019-  
November 5, 2019  
Page 2 of 2

**DULY PASSED AND ADOPTED** this 5th day of November, 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

Legal Description- Keswick/Shasta CSD

**EXHIBIT "A"**

Parcel One:

All that real property situated in the southwest one-quarter of Section 17, T. 32 North, R. 5 West, M.D.B.& M., in the unincorporated area of County of Shasta, State of California, being Parcel 1 as described in the Quitclaim Deed conveyed to the County of Shasta, a political subdivision of the State of California, as successor of Keswick Community Services District, by deed recorded February 5, 2019 in Official Records Document No. 2019-0003286, Shasta County Records.

APN: 065-140-034

Parcel Two:

All that real property situated in the southwest one-quarter of Section 17, T. 32 North, R. 5 West, M.D.B.& M., in the unincorporated area of County of Shasta, State of California, being Parcel 3 as described in the Quitclaim Deed conveyed to the County of Shasta, a political subdivision of the State of California, as successor of Keswick Community Services District, by deed recorded February 5, 2019 in Official Records Document No. 2019-0003286, Shasta County Records.

APN: 065-140-033



RECORDING REQUESTED BY  
PATRICK J. MINTURN  
RETURN TO:  
SHASTA COUNTY DPW  
1855 PLACER STREET  
REDDING, CA 96001

NO FEE - COUNTY BUSINESS  
GOVERNMENT CODE §-6103  
AP NO.: 065-140-034 & 033

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

## QUITCLAIM DEED

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, the **COUNTY OF SHASTA**, a political subdivision of the State of California, **as Successor to the Keswick Community Services District** does hereby REMISE, RELEASE, AND FOREVER QUITCLAIM to the **SHASTA COMMUNITY SERVICES DISTRICT**, all that real property situated in the southwest one-quarter of Section 17, Township 32 North, Range 5 West, M.D.B.&M., in the unincorporated area of County of Shasta, State of California, more particularly described in EXHIBIT “A”, attached hereto and made a part hereof.

COUNTY OF SHASTA  
STATE OF CALIFORNIA

By\_\_\_\_\_

LEONARD MOTY, CHAIRMAN  
BOARD OF SUPERVISORS  
SUCCESSOR TO THE KESWICK  
COMMUNITY SERVICES DISTRICT

Dated\_\_\_\_\_



Legal Description- Keswick/Shasta CSD

**EXHIBIT "A"**

Parcel One:

All that real property situated in the southwest one-quarter of Section 17, T. 32 North, R. 5 West, M.D.B.& M., in the unincorporated area of County of Shasta, State of California, being Parcel 1 as described in the Quitclaim Deed conveyed to the County of Shasta, a political subdivision of the State of California, as successor of Keswick Community Services District, by deed recorded February 5, 2019 in Official Records Document No. 2019-0003286, Shasta County Records.

APN: 065-140-034

Parcel Two:

All that real property situated in the southwest one-quarter of Section 17, T. 32 North, R. 5 West, M.D.B.& M., in the unincorporated area of County of Shasta, State of California, being Parcel 3 as described in the Quitclaim Deed conveyed to the County of Shasta, a political subdivision of the State of California, as successor of Keswick Community Services District, by deed recorded February 5, 2019 in Official Records Document No. 2019-0003286, Shasta County Records.

APN: 065-140-033



REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS

**BOARD MEETING DATE:** November 5, 2019

**CATEGORY:** Regular - Public Works-11.

**SUBJECT:**

Keswick Park Parcel Transfer to Shasta CSD

**DEPARTMENT:** Public Works

**Supervisory District No. :** 2

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

**STAFF REPORT APPROVED BY:** Pat Minturn, Public Works Director

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

**RECOMMENDATION**

Adopt a resolution which declares a parcel identified as Assessor's Parcel Number 065-140-028 (Keswick Park) as no longer necessary for County purposes and approve and authorize the Chairman to sign a Quitclaim Deed transferring the Keswick Park to the Shasta Community Services District (Shasta CSD).

**SUMMARY**

Keswick Park parcel transfer to Shasta CSD is proposed.

**DISCUSSION**

County Service Area No. 25-Keswick Water (CSA) serves 209 customers. Shasta Community Services District (CSD) operates a parallel system serving 770 customers. The Carr Fire destroyed most of the homes in the CSA and a majority of those in the CSD. The CSA territory is being annexed into the CSD. CSA assets are to be transferred to the CSD including fund balance, contractual entitlements, land holdings and infrastructure.

The Keswick Park parcel was originally acquired by the Keswick Community Services District, which was the CSA's predecessor. Some improvements were constructed on the Keswick Park parcel by the Keswick CSD but most of them have been removed or destroyed and it is largely vacant today. On December 11, 2018, the County applied to the Shasta Local Area Formation Commission (LAFCO) for dissolution of the CSA. Shasta CSD submitted a concurrent application for annexation of the CSA territory to the CSD. The applications contained certain terms and conditions. LAFCO has approved the annexation and dissolution with conditions, including the transfer of CSA assets to the CSD. Two parcels of real property (commonly referred to as the "Fire Hall" and "Surplus Parcel") are proposed for transfer in a separate Board item today.

The Keswick Park parcel was originally intended to be listed by the County in its LAFCO application as one of the assets to transfer to the CSD as part of the CSD's change of organization. The Park parcel was omitted from that application because a State grant had been used to build improvements. Attendant deed restrictions were suspected which could have precluded transfer of the Park parcel. Subsequent research has allayed this concern (the period of time during which deed restrictions

were applicable has expired). Transfer of the Keswick Park parcel is not a condition of the LAFCO dissolution or annexation but its transfer is recommended along with all of the other CSA No. 25-Keswick assets. The CSD is willing to accept a Quitclaim Deed for the Keswick Park parcel. The Keswick Park parcel is not necessary for County use.

**ALTERNATIVES**

The Board may decline to quitclaim the Keswick Park parcel to the CSD. It would remain in County ownership. The Board may direct staff to negotiate written terms and conditions of transfer with Shasta CSD for conveyance of the Keswick Park parcel.

**OTHER AGENCY INVOLVEMENT**

Shasta CSD has expressed an interest in acquiring the Keswick Park parcel and may take final action after initiation of the Quitclaim Deed by the Board of Supervisors. County Counsel has approved the resolution and deed as to form. The recommendation has been reviewed by the County Administrative Office.

**FISCAL IMPACT**

Adequate budgeted appropriations to transfer the Keswick Park parcel has been included in the Adopted FY 2019-20 CSA No. 25 Keswick Water Admin budget.

**ATTACHMENTS:**

Description	Upload Date	Description
Keswick Park Parcel Resolution	10/29/2019	Keswick Park Parcel Resolution
Keswick Park Parcel Resolution - Exhibit A	10/29/2019	Keswick Park Parcel Resolution - Exhibit A
Keswick Park Parcel Quitclaim Deed	10/29/2019	Keswick Park Parcel Quitclaim Deed

**RESOLUTION NO. 2019-**

**RESOLUTION OF THE BOARD OF SUPERVISORS  
OF THE COUNTY OF SHASTA  
DECLARING A PARCEL OF REAL PROPERTY NO LONGER NECESSARY FOR COUNTY  
OR OTHER PUBLIC PURPOSES AND AUTHORIZING ITS TRANSFER  
(KESWICK PARK PARCEL)**

**WHEREAS**, the County of Shasta (the “County”), as successor of Keswick Community Services District, is the fee owner of the real property described in and attached hereto as Exhibit “A” (the “Property”), and identified at Assessor’s Parcel Number 065-140-028; and

**WHEREAS**, the Property is commonly known as the Keswick Park and was previously owned by the Keswick Community Services District (“Keswick CSD”); and

**WHEREAS**, the County has agreed to transfer the Property to the Shasta Community Services District (“Shasta CSD”).

**NOW, THEREFORE BE IT RESOLVED** that the County of Shasta Board of Supervisors does hereby declare that the Property is no longer necessary for County use and can be transferred by Quitclaim Deed to the Shasta CSD pursuant to Government Code section 25365.

**BE IT FURTHER RESOLVED**, that the Board of Supervisors does hereby authorize the Chairman to execute a Quitclaim Deed to transfer ownership of the Property to the Shasta CSD.

**DULY PASSED AND ADOPTED** this 5th day of November, 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

Legal Description- Keswick Park/Shasta CSD

**EXHIBIT "A"**

All that real property situated in the southwest one-quarter of Section 17, T. 32 North, R. 5 West, M.D.B.& M., in the unincorporated area of County of Shasta, State of California, being Parcel 2 as described in the Quitclaim Deed conveyed to the County of Shasta, a political subdivision of the State of California, as successor of Keswick Community Services District, by deed recorded February 5, 2019 in Official Records Document No. 2019-0003286, Shasta County Records.

APN: 065-140-028



RECORDING REQUESTED BY  
PATRICK J. MINTURN  
RETURN TO:  
SHASTA COUNTY DPW  
1855 PLACER STREET  
REDDING, CA 96001

NO FEE - COUNTY BUSINESS  
GOVERNMENT CODE §-6103  
AP NO.: 065-140-028

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

## QUITCLAIM DEED

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, the **COUNTY OF SHASTA**, a political subdivision of the State of California, **as Successor to the Keswick Community Services District** does hereby REMISE, RELEASE, AND FOREVER QUITCLAIM to the **SHASTA COMMUNITY SERVICES DISTRICT**, all that real property situated in the southwest one-quarter of Section 17, Township 32 North, Range 5 West, M.D.B.&M., in the unincorporated area of County of Shasta, State of California, more particularly described in EXHIBIT “A”, attached hereto and made a part hereof.

COUNTY OF SHASTA  
STATE OF CALIFORNIA

By\_\_\_\_\_

LEONARD MOTY, CHAIRMAN  
BOARD OF SUPERVISORS  
SUCCESSOR TO THE KESWICK  
COMMUNITY SERVICES DISTRICT

Dated\_\_\_\_\_

Legal Description- Keswick Park/Shasta CSD

**EXHIBIT "A"**

All that real property situated in the southwest one-quarter of Section 17, T. 32 North, R. 5 West, M.D.B.& M., in the unincorporated area of County of Shasta, State of California, being Parcel 2 as described in the Quitclaim Deed conveyed to the County of Shasta, a political subdivision of the State of California, as successor of Keswick Community Services District, by deed recorded February 5, 2019 in Official Records Document No. 2019-0003286, Shasta County Records.

APN: 065-140-028



REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS

**BOARD MEETING DATE:** November 5, 2019

**CATEGORY:** Scheduled Hearings - Resource Management-12.

**SUBJECT:**

Ordinance approving Zone Amendment 19-0004.

**DEPARTMENT:** Resource Management

**Supervisory District No. :** 3

**DEPARTMENT CONTACT:** David Schlegel, Associate Planner (530) 225-5532

**STAFF REPORT APPROVED BY:** Paul A. Hellman, Director of Resource Management

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

**RECOMMENDATION**

Take the following actions: (1) Conduct a public hearing; (2) close the public hearing; (3) find that Zone Amendment 19-0004 is not subject to the California Environmental Quality Act (CEQA) in accordance with CEQA Guidelines Section 15061(b)(3); (4) adopt the recommended findings listed in Planning Commission Resolution 2019-023; and (5) introduce, waive the reading of, and enact an ordinance amending the Zoning Plan of the County of Shasta to amend the zoning of an undeveloped 5.75-acre parcel located at 20549 Mackinac Street, Burney, CA (Assessor's Parcel No. 028-100-020) from One-Family Residential-Restrictive Flood (R-1-F-2) to Multiple-Family Residential-Restrictive Flood (R-3-F-2) identified as Zone Amendment 19-0004.

**SUMMARY**

The proposed ordinance would amend the existing One-Family Residential combined with Restrictive Flood (R-1-F-2) zone district to the Multiple-Family Residential combined with Restrictive Flood (R-3-F-2) zone district for an undeveloped 5.75-acre parcel located at 20549 Mackinac Street, Burney, CA (Assessor's Parcel No. 028-100-020). No change is proposed to the F-2 boundary. The proposed ordinance rezoning the property to the R-3 base zone district would allow for a greater variety of housing types on the subject property without intensifying the permitted land uses or increasing the allotted density of 6 dwelling-units per-acre or whatever increase would be permitted with approval of a density bonus.

This project is a County-sponsored application as implementation of Program H1-I of the Housing Plan (Section V) of the 2014-2019 Shasta County Housing Element in order to assist the property owner, Northern Valley Catholic Social Services (NVCSS), in developing an affordable multiple-family housing project. NVCSS intends to develop the property in a manner consistent with the proposed R-3-F-2 zoning and in accordance with Housing Element Program H1-I.

**DISCUSSION**



The Planning Commission considered this application on October 10, 2019. By a 3-0 vote, the Commission recommended that the Board of Supervisors approve Zone Amendment 19-0004. A resident who lives near the project site spoke during the public hearing and raised concerns about the change to multiple-family residential type development leading to more impermeable surface and exacerbating flood conditions in the area as well as increasing traffic more than the current zoning would allow. Staff clarified that the provisions of the F-2 zone district requires as part of any development that grading and drainage are designed to reduce flood hazard exposure and that multiple-family residential development oftentimes requires less impermeable surface area than single-family residential development with an equal number of dwelling units due to the fact that multi-family residential developments require fewer off-street parking spaces than single-family residential developments (1.5 versus 2 spaces per unit) and because multiple-family residential development generally results in a smaller building footprint per dwelling unit than single-family residential development. The proposed zone amendment would not increase the expected number of vehicular trips, but could potentially reduce them as multiple-family residential developments generate less vehicle trips-per-dwelling-unit on average than single-family residential developments according to the trip generation rates published by the Institute of Transportation Engineers (ITE).

**General Plan & Zoning** – The property has an Urban Residential – 6 Dwelling Units Per Acre (UR-6) land use designation and is in the One-Family Residential combined with Restrictive Flood (R-1-F-2) zone district. The proposed Multiple-Family Residential combined with Restrictive Flood (R-3-F-2) zone district is consistent with the UR-6 designation and the applicable General Plan policies. No changes are proposed to the F-2 zone district boundary. The proposed zone amendment would not allow for any additional density than is otherwise allotted for the property, but would allow for a greater variety of permitted housing types. Land use patterns in the surrounding area are largely residential along with commercial zone districts adjacent to State Highway 299 East.

**Access & Services** – The property has frontage on three separate public right-of-ways: Carson Street to the west, Bainbridge Drive to the south, and Mackinac Street to the southeast. Water and wastewater service to the property would be provided by the Burney Water District. Burney Disposal provides solid waste disposal services. Pacific Gas & Electric Company provides electric utility and natural gas service. The Burney Fire Protection District and the Shasta County Sheriff provide emergency response and law enforcement services in the area.

**Project Analysis** – The topography of the undeveloped project site is relatively level. There is a 40-foot easement along the western edge of the property for the Greer-Cornaz Irrigation Ditch. A significant portion of the property is in the Restrictive Flood (F-2) zone district due to the 100-year floodplain as mapped by the Federal Emergency Management Agency (FEMA). The F-2 zone district permits all uses permitted in the principal district provided that development complies with certain construction specifications. Vegetation on the property consists primarily of annual grasslands with a few trees of varying species.

**Environmental Determination** – It is recommended that this project be determined to not be subject to CEQA in accordance with CEQA Guidelines Section 15061(b)(3). Due to the fact that the current General Plan land use designation was established with a General Plan update that accounted for impacts in a certified Environmental Impact Report and because the proposal does not propose any additional density or intensification of land uses, it can be seen with certainty that there is no possibility that changing the permitted residential type from one-family to multiple-family may have a significant effect on the environment.

– Copies of the Planning Commission staff report, resolution and draft minutes are attached for the Board’s consideration.

## **ALTERNATIVES**

The following alternatives are available:

1. Deny the Zone Amendment request;
2. Approve the Zone Amendment request with modifications; or
3. Continue review of the application for additional information.

– None of these alternatives are recommended. The settlement agreement and General Plan objective to achieve a successful housing project could be put at risk if timelines to secure tax credits and other funding source application deadlines are unable

to be met.

**OTHER AGENCY INVOLVEMENT**

This application was reviewed by the referral agencies that review all new zone amendment applications. No substantive comments were provided as part of this zone amendment process.

**FISCAL IMPACT**

No fiscal impact would result from the approval of the proposal.

**ATTACHMENTS:**

Description	Upload Date	Description
Location Map	10/25/2019	Location Map
Aerial View Map	10/25/2019	Aerial View Map
General Plan Map	10/25/2019	General Plan Map
Existing Zone District Map	10/25/2019	Existing Zone District Map
Proposed Zone District Map	10/25/2019	Proposed Zone District Map
Housing Element Excerpt - Program H1-I	10/24/2019	Housing Element Excerpt - Program H1-I
Planning Commission Staff Report	10/24/2019	Planning Commission Staff Report
Planning Commission Resolution	10/24/2019	Planning Commission Resolution
Planning Commission Draft Minutes	10/24/2019	Planning Commission Draft Minutes
Ordinance	10/25/2019	Ordinance



**LOCATION MAP**  
Zone Amendment 19-0004  
Shasta County & NVCSS  
Northeastern Area | Burney  
Attachment 1





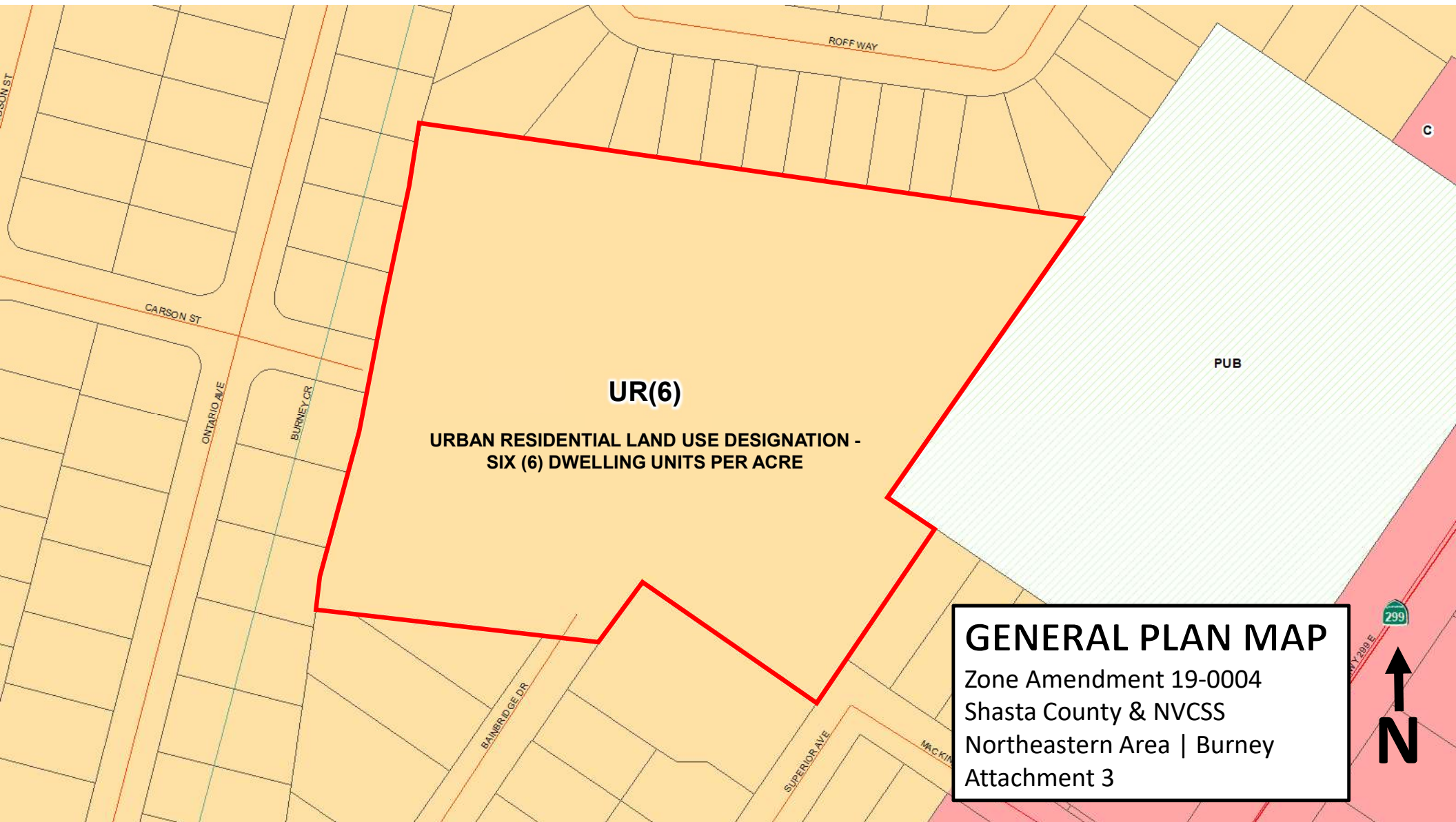
**PROJECT  
SITE**

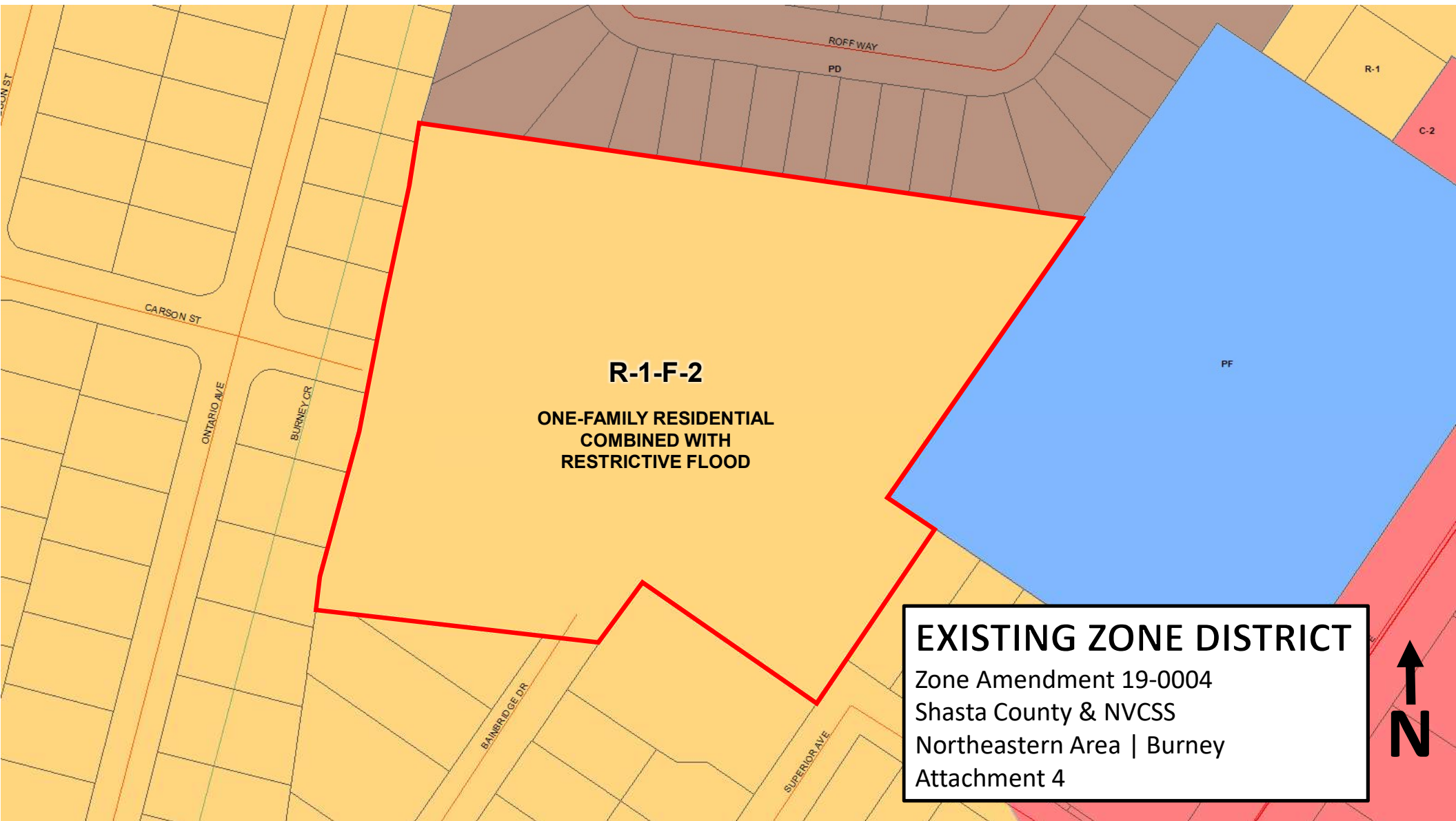
## **AERIAL VIEW**

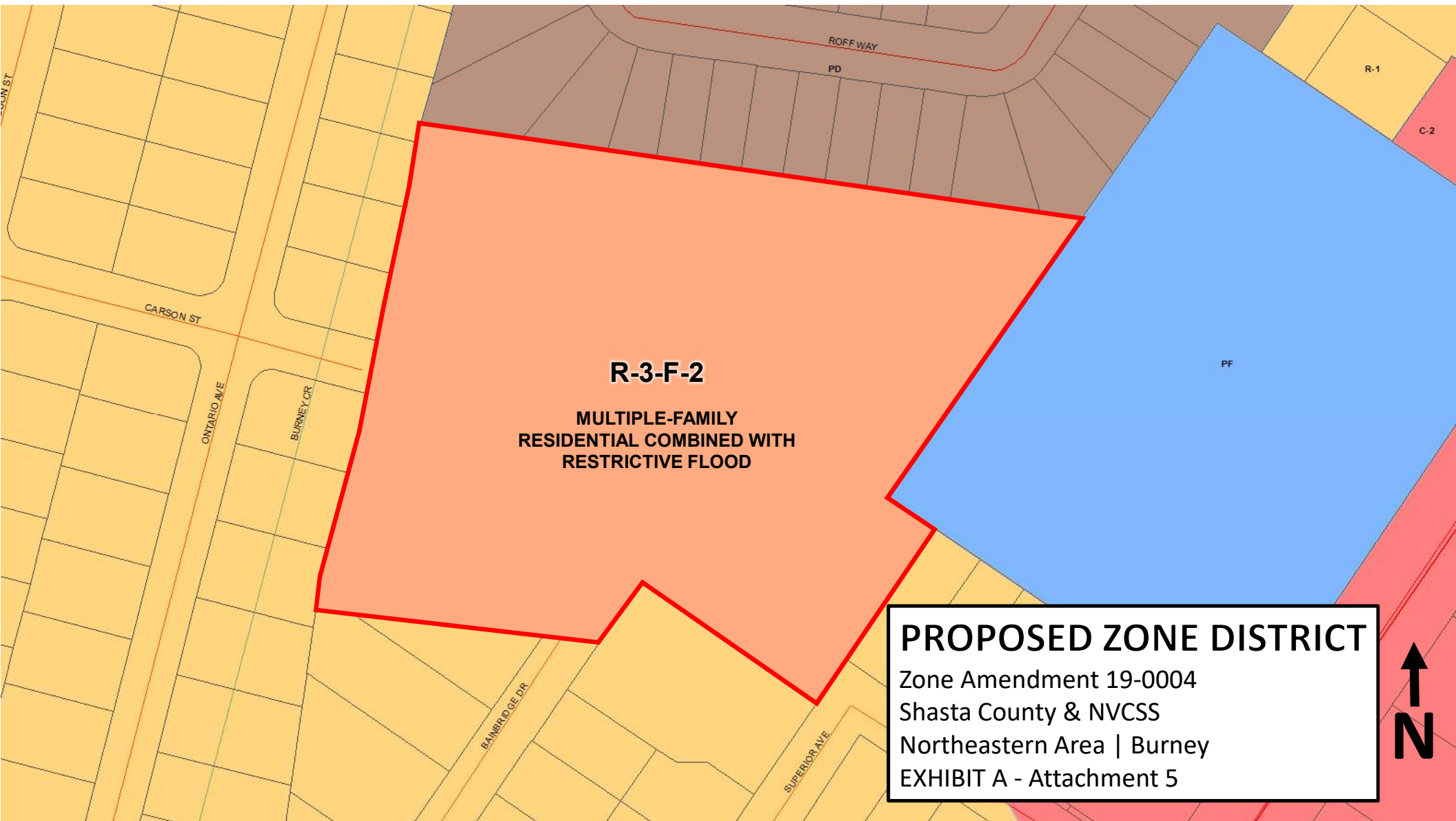
Zone Amendment 19-0004  
Shasta County & NVCSS  
Northeastern Area | Burney  
Attachment 2













# EXCERPT FROM 2014-2019 SHASTA COUNTY HOUSING ELEMENT

## SECTION V – HOUSING PLAN

### PROGRAM H1-I

**Program H1-I. Developer Assistance Program--Burney Development Project:** The County will provide assistance to Northern Valley Catholic Social Service to develop an affordable multiple family housing project in Burney of between 10 and 20 new very low income units that will include at least 5 units for support services for persons with mental illness. Assistance will include:

- A. Assist with site selection, including facilitating contacts with private owners;
- B. Sponsor any rezone and general plan amendment entitlements, if required;
- C. Sponsor the application and administration of a HOME grant application, or other similar grant funding opportunity;
- D. Provide Community Development Block Grant funding to the project as available;
- E. Provide project based vouchers for the project, if available;
- F. Provide mental health services assistance after construction, if feasible.

Responsibility: Planning Division/ Health and Human Services/Community Action Agency/Board of Supervisors

Timing: A. Through June, 2019 (end of housing cycle)  
B. Through June, 2019 (end of housing cycle)  
C. Through June, 2019 (end of housing cycle)  
D. Through June, 2019 (end of housing cycle)  
E. Through June, 2019 (end of housing cycle)  
F. Post Construction (or end of housing cycle)

Funding: Federal housing grants, General Fund

Objective: 10 to 20 new very low income housing units, 5 of which would be reserved for special needs.



**REPORT TO THE SHASTA COUNTY PLANNING COMMISSION**

<b><u>PROJECT IDENTIFICATION:</u></b>	<b><u>REGULAR AGENDA</u></b>	<b>MEETING DATE</b>	<b>AGENDA ITEM #</b>
<b>ZONE AMENDMENT 19-0004</b> <b>APPLICANT: County of Shasta</b> <b>OWNER: Northern Valley Catholic Social Services</b> <b>NORTHEAST AREA (BURNEY)</b>		<b>10/10/2019</b>	<b>R5</b>

**RECOMMENDATION:** That the Planning Commission:

1. Conduct a public hearing;
2. Close the public hearing; and
3. Adopt a resolution recommending that the Shasta County Board of Supervisors a) find that Zone Amendment 19-0004 is not subject to the California Environmental Quality Act (CEQA) for the reasons stated in Resolution 2019-023; b) adopt the recommended findings listed in Resolution 2019-023; and c) introduce, waive the reading of, and enact an ordinance to amend the Zoning Plan of the County of Shasta identified as Zone Amendment 19-0004.

**PROJECT SUMMARY:** The proposal is to amend the zone district for the subject property to allow for a greater variety of housing types without increasing the allotted density for the property in order to implement Program H1-I of the Housing Plan of the 2014-2019 Shasta County Housing Element. The 5.75-acre project site is located in Burney at the terminus of both Mackinac Street and Bainbridge Drive, approximately 360 feet northwest of the intersection of Mackinac Street and State Highway 299 E (Main Street). Assessor's Parcel Number 028-100-020. The project site is currently vacant.

**BACKGROUND:** General Plan & Zoning - The property has an Urban Residential – Six Dwelling Units Per Acre (UR-6) General Plan land use designation and is in the One-Family Residential district combined with the Restrictive Flood district (R-1-F-2). The proposed Multiple-Family Residential district combined with the Restrictive Flood district (R-3-F-2) is consistent with the UR-6 designation and the applicable General Plan policies. No changes are proposed to the F-2 zone district boundary. The proposed zone amendment would not allow for any additional density than is otherwise allotted for the property, but would allow for a greater variety of permitted housing types. Land use patterns in the surrounding area are largely residential along with commercial zone districts adjacent to State Highway 299 East.

**Access & Services –** The property is accessed by three separate public right-of-ways: Carson Street to the west, Bainbridge Drive to the south, and Mackinac Street to the southeast. Water and wastewater service for any future improvements to the property would be provided by the Burney Water District. Burney Disposal provides solid waste disposal services. Pacific Gas & Electric Company provides electric utility and natural gas service to the area. The Burney Fire Protection District and the Shasta County Sheriff respond to emergencies in the area.

**Project Analysis –** The project site is undeveloped. Topography at the site is relatively level. There is a 40-foot easement along the western edge of the property for the Greer-Cornaz Irrigation Ditch. A significant portion of the property is designated as Restrictive Flood (F-2) due to the 100-year floodplain as mapped by the Federal Emergency Management Agency (FEMA). The F-2 zone district permits all uses permitted in the principal district provided that development complies with certain construction specifications. Vegetation on the property consist primarily of annual grasslands with a few trees of varying species.

This project has been initiated by the Shasta County Department of Resource Management (County). The County

ZA 19-0004

October 10, 2019

Page 2

is sponsoring the proposal in order to implement Program H1-I of the Housing Plan of the 2014-2019 Shasta County Housing Element to assist the property owner, Northern Valley Catholic Social Services (NVCSS), to develop an affordable multiple-family housing project. The previous land owner had obtained approval for a 26-lot single-family residential subdivision; however, the project was not completed and the final subdivision map was not recorded. The current property owner has canceled the previous project and intends to develop the property in a manner consistent with the proposed zoning and in accordance with Housing Element Program H1-I.

**Environmental Determination** - This project has been determined to not be subject to CEQA in accordance with CEQA Guidelines Section 15061(b)(3). Due to the fact that the current General Plan land use designation was established with a General Plan update that accounted for impacts in a certified Environmental Impact Report and because the proposal does not propose any additional density or intensification of land uses, it can be seen with certainty that there is no possibility that changing the permitted residential type from one-family to multiple-family may have a significant effect on the environment.

**ISSUES:** No unusual issues have been identified with respect to this project. To date, no public comments have been received.

**ALTERNATIVES:** The following alternatives are available:

1. Recommend a modification of the zone district boundaries or recommend placement of the property within a different zone district.
2. Continue the public hearing to request additional information.
3. Recommend that the Board of Supervisors deny the proposed Zone Amendment.

**CONCLUSION:** Based on information gathered and data available to Planning staff, and the development standards incorporated in the proposed zone district, staff is of the opinion that the project is consistent with the General Plan objectives and policies and is compatible with the existing zoning and standards in the surrounding area.



PAUL HELLMAN

Director of Resource Management

Staff Author: David Schlegel, AICP, Associate Planner

DS/trh/District 3

Copies: (M) Caltrans District 2, 1657 Riverside Drive, Redding, CA 96001-0536  
(M) Burney Fire Protection District, 37072 Main St, Burney, CA 96013  
(M) Burney Water District, 20222 Hudson Street, Burney, CA 96013  
(M) Shasta County Department of Public Works  
Project File

Attach: 1. Draft Resolution 2019-023  
2. Draft Ordinance Amending the Zoning Plan

ZA 19-0004

October 10, 2019

Page 3

3. Vicinity Map
4. Aerial View Map
5. General Plan Map
6. Existing Zone District Map
7. Proposed Zone District Map (Exhibit 'A')
8. Excerpt from 2014-2019 Shasta County Housing Element – Program H1-I

Attachment 1

**RESOLUTION NUMBER 2019-023**

**A RESOLUTION OF THE SHASTA COUNTY PLANNING COMMISSION  
RECOMMENDING TO THE SHASTA COUNTY BOARD OF SUPERVISORS  
APPROVAL OF ZONE AMENDMENT 19-0004 (SHASTA COUNTY)**

WHEREAS, the Planning Commission of the County of Shasta has considered a zone amendment initiated by the County of Shasta for land owned by Northern Valley Catholic Social Services identified as Assessor's Parcel Number 028-100-020, in accordance with the Shasta County Code, Title 17, Zoning; and

WHEREAS, said amendment was referred to County departments and referral agencies for review and comment; and

WHEREAS, the Shasta County Environmental Review Officer has reviewed the zone amendment and recommends a specific environmental finding; and

WHEREAS, a public hearing noticed in accordance with applicable law was held on October 10, 2019; and

WHEREAS, the Shasta County Planning Commission has considered public comments and a report from the Planning Division.

NOW, THEREFORE BE IT RESOLVED, that the Shasta County Planning Commission:

1. Recommends that the Shasta County Board of Supervisors finds that the project is not subject to the California Environmental Quality Act (CEQA) in accordance with CEQA Guidelines Section 15601(b)(3).
2. Recommends that the Shasta County Board of Supervisors makes the following findings:
  - A. That the proposed zoning allows for uses consistent with the General Plan for this area; and
  - B. The proposed zoning is compatible with the existing land uses in the area.
3. Recommends that the Shasta County Board of Supervisors introduce, waive the reading of, and adopt an amendment of the Zoning Plan of the County of Shasta, identified as Zone Amendment 19-0004.

DULY PASSED this 10<sup>th</sup> day of October, 2019, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

RECUSE:



Resolution No. 2019-023  
October 10, 2019  
Page 2

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JAMES CHAPIN, Chairman  
Planning Commission  
County of Shasta, State of California

ATTEST:

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PAUL HELLMAN, Secretary  
Planning Commission  
County of Shasta, State of California

Attachment 2

**ORDINANCE NO. 378-**

**AN ORDINANCE AMENDING ORDINANCE NUMBER 378, THE ZONING  
ORDINANCE OF THE COUNTY OF SHASTA, A PORTION OF THE ZONING  
PLAN (ZONE AMENDMENT 19-0004-COUNTY OF SHASTA)**

**WHEREAS**, the Shasta County Board of Supervisors adopted the 2014-2019 Shasta County Housing Element on December 11, 2018 and the California State Department of Housing and Community Development certified the 2014-2019 Shasta County Housing Element on December 26, 2018; and

**WHEREAS**, Program H1-I of the 2014-2019 Shasta County Housing Element directs the County to sponsor a zone amendment to assist Northern Valley Catholic Social Services in the development of an affordable multiple-family housing project in Burney; and

**WHEREAS**, on October 10, 2019, the Shasta County Planning Commission adopted a resolution recommending that the Board of Supervisors approve Zone Amendment 19-0004; and

**WHEREAS**, notice of a public hearing before the Board of Supervisors to consider this matter was given in accordance with the law; and

**WHEREAS**, the Board of Supervisors finds that Zone Amendment 19-0004 is not subject to the California Environmental Quality Act (CEQA) in accordance with CEQA Guidelines Section 15061(b)(3) as it can be seen with certainty that there is no possibility that the action in question may have a significant effect on the environment; and

**WHEREAS**, the Board of Supervisors held a public hearing on November 19, 2019, to consider adopting this ordinance.

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

**SECTION I.** The following described real property is hereby rezoned from the One-Family Residential district combined with the Restrictive Flood district (R-1-F-2) to the Multiple-Family Residential district combined with the Restrictive Flood district (R-3-F-2) (as shown on Exhibit A), Assessor's Parcel Number 028-100-020 (2019 Roll), generally located in the Burney area at the terminus of both Mackinac Street and Bainbridge Drive, approximately 360 feet northwest of the intersection of Mackinac Street and State Highway 299 East (Main Street) in Township 35 North, Range 3 East.

**SECTION II**

The County finds that this ordinance does not itself result in direct or indirect physical changes to the environment or in a significant effect on the environment. Therefore, this ordinance is not subject to the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15060(c)(2) (the adoption of the ordinance as proposed will not result in a direct or indirect physical change in the environment).

Ordinance No. 378-\_\_  
October 10, 2019  
Page 2 of 2

### SECTION III

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

### SECTION IV

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

**DULY PASSED AND ADOPTED** this day 10<sup>th</sup> day of October, 2019, by the following vote:

AYES:  
NOES:  
ABSENT:  
ABSTAIN:  
RECUSE:

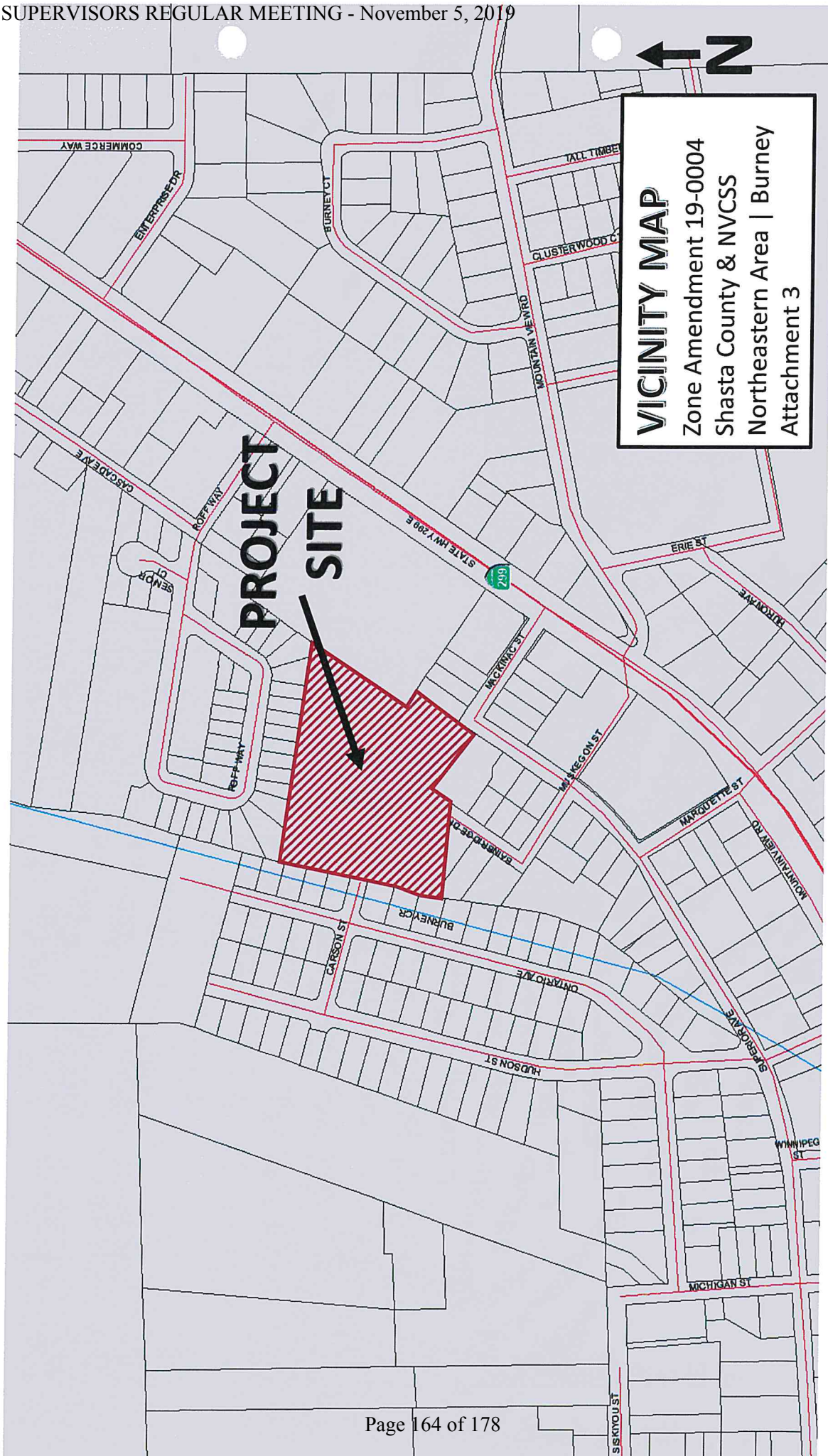
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LEONARD MOTY, Chairman  
Board of Supervisors, County of Shasta  
State of California

ATTEST:

LAWRENCE G. LEES  
Clerk of the Board of Supervisors

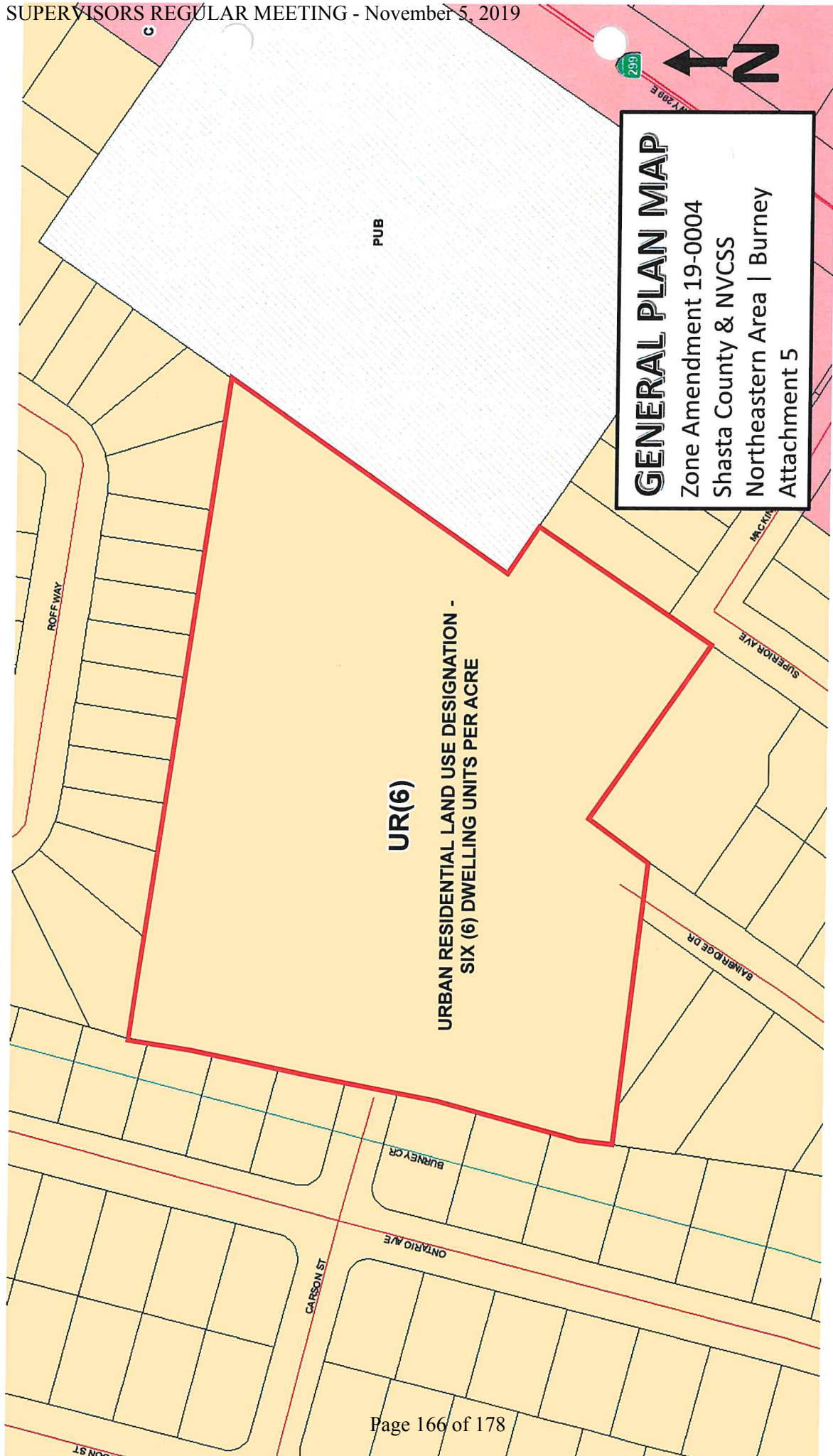
By: \_\_\_\_\_  
Deputy

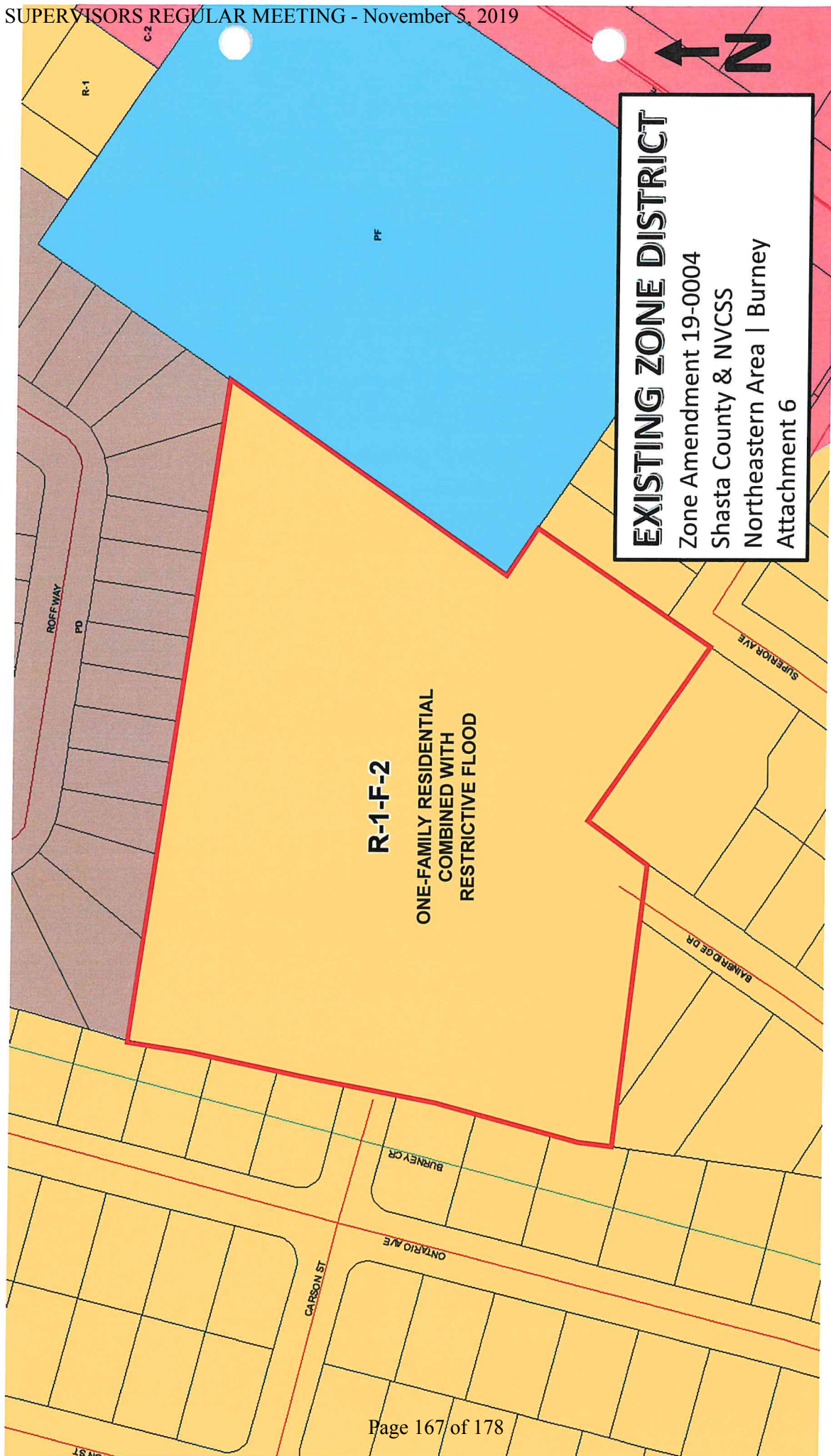




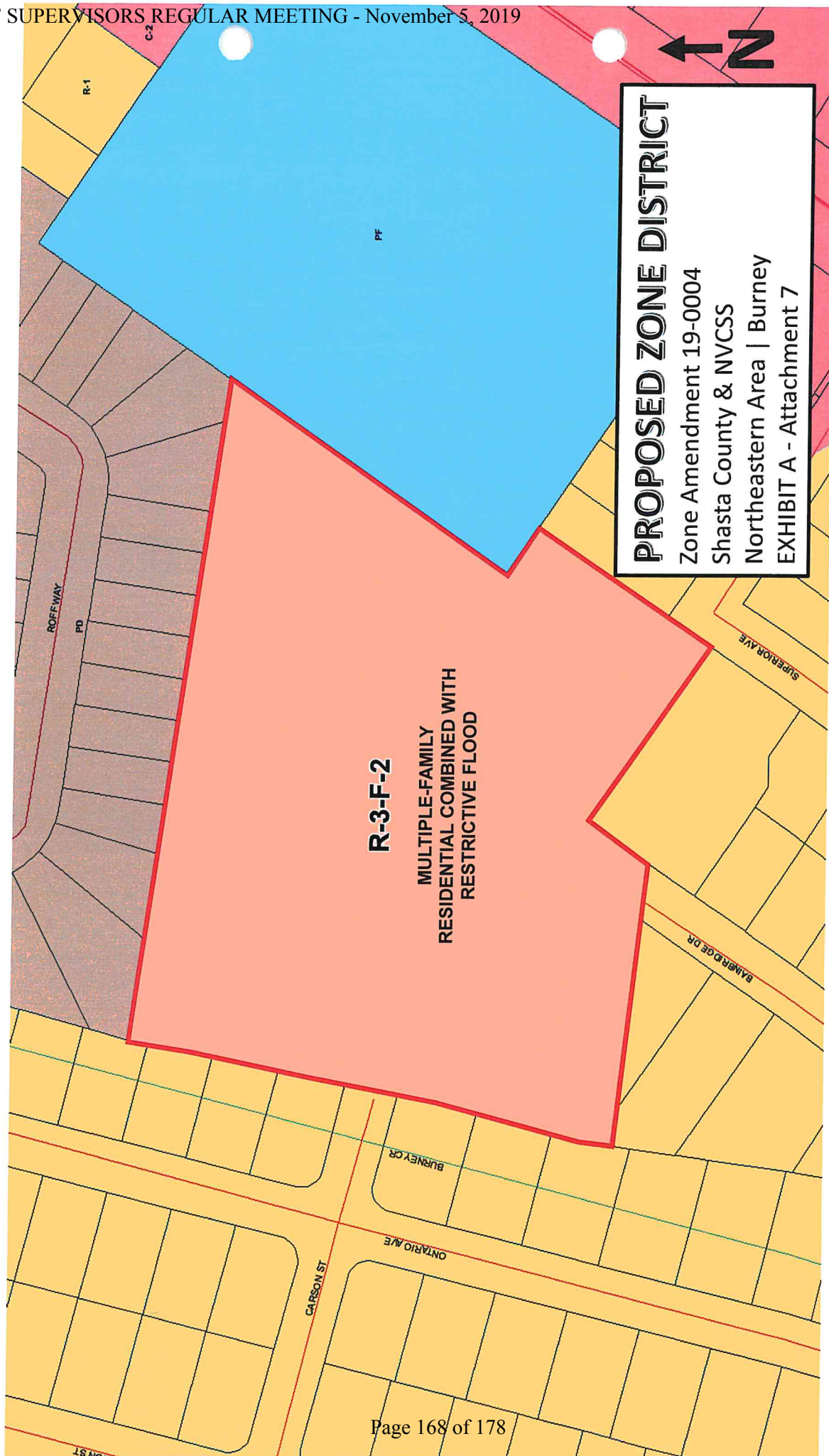
Zone Amendment 19-0004  
Shasta County & NVCSS  
Northeastern Area | Burney  
Attachment 4











Attachment 8

## EXCERPT FROM 2014-2019 SHASTA COUNTY HOUSING ELEMENT

### SECTION V – HOUSING PLAN

#### PROGRAM H1-I

**Program H1-I. Developer Assistance Program--Burney Development Project:** The County will provide assistance to Northern Valley Catholic Social Service to develop an affordable multiple family housing project in Burney of between 10 and 20 new very low income units that will include at least 5 units for support services for persons with mental illness. Assistance will include:

- A. Assist with site selection, including facilitating contacts with private owners;
- B. Sponsor any rezone and general plan amendment entitlements, if required;
- C. Sponsor the application and administration of a HOME grant application, or other similar grant funding opportunity;
- D. Provide Community Development Block Grant funding to the project as available;
- E. Provide project based vouchers for the project, if available;
- F. Provide mental health services assistance after construction, if feasible.

Responsibility:	Planning Division/ Health and Human Services/Community Action Agency/Board of Supervisors
Timing:	A. Through June, 2019 (end of housing cycle) B. Through June, 2019 (end of housing cycle) C. Through June, 2019 (end of housing cycle) D. Through June, 2019 (end of housing cycle) E. Through June, 2019 (end of housing cycle) F. Post Construction (or end of housing cycle)
Funding:	Federal housing grants, General Fund
Objective:	10 to 20 new very low income housing units, 5 of which would be reserved for special needs.

**RESOLUTION NUMBER 2019-023**

**A RESOLUTION OF THE SHASTA COUNTY PLANNING COMMISSION  
RECOMMENDING TO THE SHASTA COUNTY BOARD OF SUPERVISORS  
APPROVAL OF ZONE AMENDMENT 19-0004 (SHASTA COUNTY)**

WHEREAS, the Planning Commission of the County of Shasta has considered a zone amendment initiated by the County of Shasta for land owned by Northern Valley Catholic Social Services identified as Assessor's Parcel Number 028-100-020, in accordance with the Shasta County Code, Title 17, Zoning; and

WHEREAS, said amendment was referred to County departments and referral agencies for review and comment; and

WHEREAS, the Shasta County Environmental Review Officer has reviewed the zone amendment and recommends a specific environmental finding; and

WHEREAS, a public hearing noticed in accordance with applicable law was held on October 10, 2019; and

WHEREAS, the Shasta County Planning Commission has considered public comments and a report from the Planning Division.

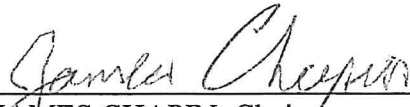
NOW, THEREFORE BE IT RESOLVED, that the Shasta County Planning Commission:

1. Recommends that the Shasta County Board of Supervisors finds that the project is not subject to the California Environmental Quality Act (CEQA) in accordance with CEQA Guidelines Section 15601(b)(3).
2. Recommends that the Shasta County Board of Supervisors makes the following findings:
  - A. That the proposed zoning allows for uses consistent with the General Plan for this area; and
  - B. The proposed zoning is compatible with the existing land uses in the area.
3. Recommends that the Shasta County Board of Supervisors introduce, waive the reading of, and adopt an amendment of the Zoning Plan of the County of Shasta, identified as Zone Amendment 19-0004.

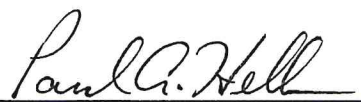
DULY PASSED this 10<sup>th</sup> day of October, 2019, by the following vote:

AYES: CHAPIN, RAMSEY, WALLNER  
NOES:  
ABSENT: KERNS  
ABSTAIN:  
RECUSE: MACLEAN

Resolution No. 2019-023  
October 10, 2019  
Page 2

  
\_\_\_\_\_  
JAMES CHAPIN, Chairman  
Planning Commission  
County of Shasta, State of California

ATTEST:

  
\_\_\_\_\_  
PAUL HELLMAN, Secretary  
Planning Commission  
County of Shasta, State of California

# SHASTA COUNTY PLANNING COMMISSION MEETING

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**MINUTES****Meeting**

Date: October 10, 2019  
 Time: 2:00 p.m.  
 Place: Shasta County Administration Center  
 Board of Supervisors' Chambers

**Flag Salute****ROLL CALL****Commissioners**

**Present:** Jim Chapin District 1  
 Tim MacLean District 2  
 Roy Ramsey District 4  
 Patrick Wallner District 5

**Commissioners** Steven Kerns District 3  
**Absent:**

**Staff Present:** Paul Hellman, Director of Resource Management  
 James Ross, Assistant County Counsel  
 David Schlegel, Associate Planner  
 Luis Topete, Associate Planner  
 Scott Ross, Shasta County Fire Inspector  
 Nick Wallingford, CAL FIRE Captain  
 Charleen Beard, Supervising Engineer  
 Nate Moore, Environmental Health Specialist  
 Tracie Huff, Administrative Secretary I/Recording Secretary

**Note:** All unanimous actions reflect a 4-0 vote.

**PUBLIC COMMENT PERIOD - OPEN TIME:** None.

**REGULAR CALENDAR:**

**CONFLICT OF INTEREST DECLARATIONS:** Commissioner MacLean recused himself from Items R5 and R6.

**Ex-parte Communications Disclosures:** None.

**R1: APPROVAL OF MINUTES:**

By motion made, seconded (Ramsey/Wallner) and carried unanimously, the Planning Commission approved the Minutes of the 4:00 special meeting on July 23, 2019, as submitted.



By motion made, seconded (MacLean/Ramsey) and carried unanimously, the Planning Commission approved the Minutes of September 12, 2019, as submitted.

- R2:**        **Use Permit Amendment 18-0001 (Singh):** Jaspal J Singh has requested to amend Use Permit Amendment 126-87A to allow an expansion of the current use. The project site is developed for and used as a gas station and mini-market. The proposed expansion would include the construction and operation of an automatic car wash with an attached equipment and storage room, new asphalt driveway, four vacuum stations, new trash enclosure, ADA upgrades, a new 206-square-foot storm water retention pond, new landscaping and additional on-site concrete sidewalks and concrete surfacing. The project site is a 1.07-acre parcel located at 3505 Rhonda Road, Cottonwood, CA 96022, on the northeast corner of the intersection of Gas Point Road and Rhonda Road (Assessor Parcel Number 086-330-019). Staff Planner: Luis Topete.

Luis Topete presented the staff report. The public hearing was opened and there being no speakers, the public hearing was closed. The applicant's representative, Kevin Butler, stated that they were satisfied with all of the conditions.

By motion made, seconded (MacLean/Wallner), and carried unanimously, the Planning Commission adopted a resolution that: a) adopts the California Environmental Quality Act (CEQA) determination of a Mitigated Negative Declaration; b) adopts the recommended findings listed in Resolution 2019-019; and c) approves Use Permit Amendment AMND18-0001, based on the recommended findings and subject to the conditions of approval set forth in Exhibit A to Resolution 2019-019.

- R3:**        **Parcel Map 19-0001 (Wilson):** William M. Wilson has requested approval of Parcel Map 19-0001, for a subdivision of a 27.7-acre lot developed with an existing single-family residence into two lots of 5.0 acres and 22.7 acres in size for limited agricultural/rural residential uses; the existing residence would be located on the proposed 22.7-acre lot. The project is located at 21453 Kimberly Road, Anderson, CA 96007, approximately one mile east of the City of Anderson at the southeastern corner of the intersection of Kimberly Road and Austin Hoy Road (Assessor Parcel Number 090-250-002). Staff Planner: Luis A. Topete.

Luis Topete presented the staff report. The public hearing was opened and the applicant's representative, Edward Pearson, stated that he was in agreement with the conditions. There being no other speakers, the public hearing was closed.

By motion made, seconded (Ramsey/Wallner), and carried unanimously, the Planning Commission adopted a resolution that: a) adopts the California Environmental Quality Act (CEQA) determination of a Negative Declaration; b) adopts the recommended findings listed in Resolution 2019-020; and c) approves Parcel Map 19-0001, based on the recommended findings and subject to the conditions of approval set forth in Exhibit A to Resolution 2019-020.

- R4:**        **Zone Amendment 19-0001 (Shasta County):** The Planning Commission will hold a public hearing to consider proposed text amendments to the Shasta County Zoning Plan and to reconsider its action on August 8, 2019, recommending that the Shasta County Board of Supervisors adopt an ordinance approving Zone Amendment 19-0001 as presented and adopt a resolution rescinding Planning Commission Resolution 2019-017.

The proposed text amendments would permit the operation of emergency shelters as an ancillary use to permitted places of worship and churches, subject to objective standards and applicable County codes, while ensuring that existing use permit conditions are accounted for. This action would fulfill "Housing Plan Program H4-E, "Homeless Support Program I," which was required by part 4.4 (c) of the settlement agreement as part of the Superior Court of the State of California, Shasta County Court Stipulation for Judgment, *Tracy Bowman and Michael Williamson vs. Shasta County*. Staff Planner: David Schlegel.

David Schlegel presented the staff report. The Commission asked Mr. Schlegel to clarify the definition of emergency in the context of the proposal. The public hearing was opened and there being no speakers the public hearing was closed.

By motion made, seconded (Wallner, Maclean), and carried unanimously, the Planning Commission adopted a resolution that: reconsiders its action on August 8, 2019, recommending that the Shasta County Board of Supervisors adopt an ordinance approving Zone Amendment 19-0001 as presented, rescinds Planning Commission Resolution 2019-017, and recommends that the Shasta County Board of Supervisors: a) find that Zone Amendment 19-0001 is not subject to the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines sections 15060(c)(2) and 15061(b)(3) and is exempt from CEQA pursuant to CEQA Guidelines section 15301; b) adopt the recommended findings listed in Planning Commission Resolution 2019-022; and c) introduce, waive the reading of, and enact an ordinance to amend the Zoning Plan of the County of Shasta identified as Zone Amendment 19-0001.

Commissioner Maclean left the meeting.

**R5:** **Zone Amendment 19-0004 (Shasta County):** The Planning Commission will hold a public hearing to consider proposed text amendments to the Shasta County Zoning Plan to amend the zone district for the subject property to allow for a greater variety of housing types without increasing the allotted density for the property in order to implement Program H1-I of the Housing Plan of the 2014-2019 Shasta County Housing Element. The 5.75-acre project site is located in Burney at the terminus of both Mackinac Street and Bainbridge Drive, approximately 360 feet northwest of the intersection of Mackinac Street and State Highway 299 E (Main Street). Assessor's Parcel Number 028-100-020. The project site is currently vacant. Staff Planner: David Schlegel.

David Schlegel presented the staff report and answered the Commission's questions. The public hearing was opened and Marie Quinlan voiced her concerns regarding the proposal. There being no other speakers the public hearing was closed.

By motion made, seconded (Wallner, Ramsey), and carried by a 3-0 vote, the Planning Commission adopted a resolution recommending that the Shasta County Board of Supervisors: a) find that Zone Amendment 19-0004 is not subject to the California Environmental Quality Act (CEQA) for the reasons stated in Resolution 2019-023; b) adopt the recommended findings listed in Resolution 2019-023; and c) introduce, waive the reading of, and enact an ordinance to amend the Zoning Plan of the County of Shasta identified as Zone Amendment 19-0004.

**R6:Tierra Robles Planned Development: Zone Amendment 10-002, Vesting Tentative Tract Map 1996, Development Agreement 19-0001, and Environmental Impact Report (Shasta Red, LLC) Continued from July 23, 2019, August 8, 2019 and September 12, 2019 (public hearing is closed):**

The applicant has requested approval of Zone Amendment 10-002 to rezone property from Rural Residential 5-acre minimum (RR-BA-5), Rural Residential 3-acre minimum (RR-BA-3), and Unclassified (U) zone districts to a Planned Development (PD) zone district incorporating a comprehensive site development plan and specific development standards for the development of Vesting Tentative Tract Map 1996, which if approved, would divide an approximately 715-acre site into 166 residential parcels, ranging from 1.38 to 6.81 acres, six open space parcels totaling 190.5 acres, and an internal circulation road system and on-site package sewage disposal system. Approval of the project would include approval of Vesting Tentative Tract Map 1996. Proposed Development Agreement 19-0001 would require the developer to pay its pro-rata share of the cost of signalizing the Cedro Lane and Deschutes Road intersection. The project site is located within Shasta County, approximately five miles east of the City of Redding, between the unincorporated communities of Bella Vista and Palo Cedro. The 715-acre site is bounded by Old Alturas Road to the north and Boyle Road to the south, 1.6 miles west of Deschutes Road. Assessor's Parcel Numbers: 061-240-001, 061-210-001, 078-250-002, 078-060-036, and 078-060-039. Staff Planner: Lisa Lozier.

No action was taken as the Environmental Impact Report will be recirculated and a new hearing date will be set and noticed following recirculation.

**R7:** **Use Permit 15-001 (Exodus Farms):** Robert and Ginger Salido dba Exodus Farms has requested continued use of the property for a non-profit at risk children's equestrian program and horse boarding facility; approve exceptions from yard (setback) standards for an existing 25-foot-tall 7,680-square-foot horse barn, existing 1,920-square-foot horse stables, and existing 1,024-square-foot covered horse stalls; approve an exception from height standards for the existing horse barn; and approve an exception from off-street parking standards for surfacing. The project is located at 6411 Park Ridge Drive in Anderson, CA, approximately 0.5 miles south of the intersection of Dersch Road and Park Ridge Drive. Assessor's Parcel Number 057-120-053-000. Staff Planner: Lio Salazar.

The following people voiced their concerns regarding the proposal: James Lobell, Ashely Rudolph, and Glen Morris.

No action was taken as the project site is located within the specific plan area for the Redding Municipal Airport and must be reviewed by the Shasta County Airport Land Use Board of Administrative Review (ALUBAR) prior to consideration by the Planning Commission. A new hearing date, noticed in accordance with applicable law, will be set following ALUBAR review.

**PLANNING DIRECTOR'S REPORT:** None.

**CONSENT ITEMS:** None.

**ADJOURNMENT:** The Planning Commission adjourned at 3:25p.m.

**Submitted by:**

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**Paul Hellman, Director of Resource Management  
Secretary of the Planning Commission**

**ORDINANCE NO. 378-\_\_\_**

**AN ORDINANCE AMENDING ORDINANCE NUMBER 378, THE ZONING  
ORDINANCE OF THE COUNTY OF SHASTA, A PORTION OF THE ZONING  
PLAN (ZONE AMENDMENT 19-0004)**

**WHEREAS**, the Shasta County Board of Supervisors adopted the 2014-2019 Shasta County Housing Element on December 11, 2018 and the California State Department of Housing and Community Development certified the 2014-2019 Shasta County Housing Element on December 26, 2018; and

**WHEREAS**, Program H1-I of the 2014-2019 Shasta County Housing Element directs the County to sponsor a zone amendment to assist Northern Valley Catholic Social Services in the development of an affordable multiple-family housing project in Burney; and

**WHEREAS**, on October 10, 2019, the Shasta County Planning Commission adopted a resolution recommending that the Board of Supervisors approve Zone Amendment 19-0004; and

**WHEREAS**, notice of a public hearing before the Board of Supervisors to consider this matter was given in accordance with the law; and

**WHEREAS**, the Board of Supervisors finds that Zone Amendment 19-0004 is not subject to the California Environmental Quality Act (CEQA) in accordance with CEQA Guidelines Section 15061(b)(3) as it can be seen with certainty that there is no possibility that the action in question may have a significant effect on the environment; and

**WHEREAS**, the Board of Supervisors held a public hearing on November 5, 2019, to consider adopting this ordinance.

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

**SECTION I.** The following described real property is hereby rezoned from the One-Family Residential district combined with the Restrictive Flood district (R-1-F-2) to the Multiple-Family Residential district combined with the Restrictive Flood district (R-3-F-2) (as shown on Exhibit A), Assessor's Parcel Number 028-100-020 (2019 Roll), generally located in the Burney area at the terminus of both Mackinac Street and Bainbridge Drive, approximately 360 feet northwest of the intersection of Mackinac Street and State Highway 299 East (Main Street) in Township 35 North, Range 3 East.

**SECTION II**

The County finds that this ordinance does not itself result in direct or indirect physical changes to the environment or in a significant effect on the environment. Therefore, this ordinance is not subject to the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15060(c)(2) (the adoption of the ordinance as proposed will not result in a direct or indirect physical change in the environment).

Ordinance No. 378-\_\_\_\_

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### SECTION III

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

### SECTION IV

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

**DULY PASSED AND ADOPTED** this day 5<sup>th</sup> day of November, 2019, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

RECUSE:

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

ATTEST:

LAWRENCE G. LEES

Clerk of the Board of Supervisors

By: \_\_\_\_\_  
Deputy