



SHASTA COUNTY

BOARD OF SUPERVISORS

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Redding, California 96001-1673
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Supervisor David A. Kehoe, District 1
Supervisor Leonard Moty, District 2
Supervisor Mary Rickert, District 3
Supervisor Steve Morgan, District 4
Supervisor Les Baugh, District 5

AGENDA

REGULAR MEETING OF THE BOARD OF SUPERVISORS

Tuesday, June 12, 2018, 9:00 AM

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

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

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

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

CALL TO ORDER

Invocation: Chaplain Jeff Jones, Shasta County Public Safety Chaplaincy

Pledge of Allegiance: Supervisor Rickert

REGULAR CALENDAR

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

BOARD MATTERS

R 1 Board Matters

Adopt a proclamation which designates support for the Redding City Identity Project.

No General Fund Impact

Simple Majority Vote

R 2 Board Matters

Adopt a proclamation which designates June 17, 2018 as "Airport Day" in Shasta County.

No General Fund Impact

Simple Majority Vote

PRESENTATIONS

R 3 Presentation

Receive an update from Shasta County Film Commissioner Sabrina Jurisich.

No General Fund Impact

No Vote

R 4 Presentation

Receive an update on Smart Business Resource Center activities from Executive Director Debbie DeCoito.

No General Fund Impact

No 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

Auditor-Controller

Treasurer-Tax Collector/Public Administrator

Approve and authorize the Chairman to sign a no maximum compensation agreement with Megabyte Property Tax Systems, Inc., for the period July 1, 2018 through June 30, 2019 which includes: (1) Monthly payments in the amount of \$15,578.93 to provide software and support; (2) one annual advance payment in the amount of \$9,127.32 to provide Online Business Property Statement Filing module, support and maintenance; (3) one advance payment in the amount of \$6,352.81 for web services and maintenance; and (4) hourly rates pursuant to the agreement for as-needed emergency or on-site services.

No Additional General Fund Impact

Simple Majority Vote

C 2 Auditor-Controller

Approve and authorize the Chairman to sign the County claims list in the amount of \$733, as submitted.

General Fund Impact

Simple Majority Vote

C 3 Clerk of the Board

Approve the minutes of the meeting held on June 5, 2018, as submitted.

No General Fund Impact

Simple Majority Vote

C 4 Support Services-Risk Management

Approve and authorize the Chairman to sign an agreement with Exam Works Clinical Solutions, LLC in an amount not to exceed \$125,000 over the entire term of the agreement to provide Medicare Set Aside and State Children's Health Insurance Program reporting services for the period June 16, 2018 through June 15, 2019, with two automatic one-year renewals.

No Additional General Fund Impact

Simple Majority Vote

C 5 Support Services-Personnel

Approve and authorize the Chairman to sign a renewal agreement with Liebert Cassidy Whitmore in an amount not to exceed \$400,000 over the entire term of the agreement to provide labor relations and consultation services for the period July 1, 2018 through June 30, 2019, with two automatic one-year renewals.

No Additional General Fund Impact

Simple Majority Vote

HEALTH AND HUMAN SERVICES

C 6 Health and Human Services Agency-Adult Services

Approve and authorize the Chairman to sign a renewal agreement with Aurora Behavioral Healthcare – Santa Rosa, LLC in amount not to exceed \$250,000 per fiscal year to provide inpatient psychiatric hospitalization services for the period July 1, 2018 through June 30, 2021.

No Additional General Fund Impact

Simple Majority Vote

LAW AND JUSTICE

C 7 District Attorney

Adopt a resolution which appoints the District Attorney to act as the agent for Shasta County with authorization to conduct all negotiations, execute and submit all documents, including applications, agreements, amendments, and payment requests, including retroactive, for funding from the Victim Compensation and Government Claims Board for the operation of the Crime Victims Assistance Center Claims Grant Program that may be necessary for the verification and adjudication of claims for the unreimbursed financial losses of victims of crimes being administered (Agreement #VCGC 8062) by the District Attorney's Crime Victims' Assistance Center Claims Program for the period July 1, 2018 through June 30, 2021 for an annual grant award not to exceed \$398,192 for Fiscal Year 2018-2019, \$398,192 for Fiscal Year 2019-2020, and \$398,192 for Fiscal Year 2020-2021, for a three-year total not to exceed \$1,194,576.

No Additional General Fund Impact

Simple Majority Vote

C 8 Sheriff-Coroner

Approve a budget amendment increasing appropriations and revenue by \$32,104 in the Sheriff's Coroner budget for better alignment to projected and actual expenditures and revenues.

No Additional General Fund Impact

4/5 Vote

PUBLIC WORKS

C 9 Public Works

Approve and authorize the Chairman to sign an "Agreement for Transfer of Entitlements," Federal Aviation Administration Form 5100-110, directing \$150,000 in Fiscal Year 2015 airport development grant eligibility to Benton Airpark.

No General Fund Impact

Simple Majority Vote

OTHER DEPARTMENTS

**C 10 County Service Area No. 1-County Fire
Administrative Office**

Approve and authorize the Chairman to sign a renewal Cooperative Fire Programs Fire Protection Reimbursement Agreement with the California Department of

Forestry and Fire Protection (CAL FIRE) in an amount not to exceed \$4,584,129 to provide administration of the Shasta County Fire Department for the period July 1, 2018 through June 30, 2019.

No Additional General Fund Impact

Simple Majority Vote

REGULAR CALENDAR, CONTINUED

GENERAL GOVERNMENT

R 5 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

PUBLIC WORKS

R 6 Public Works

Take the following actions regarding the Old 44 Drive at Oak Run Creek Bridge Replacement Project: (1) Deny the bid protest of Steelhead Constructors, Inc.; and (2) award to the lowest responsive and responsible bidder, MCM Construction, Inc., on a unit cost basis, the contract for construction of the "Old 44 Drive (3H05) at Oak Run Creek (6C-389) Bridge Replacement Project," Contract No. 705927, in the amount of \$1,924,366.

No General Fund Impact

Simple Majority Vote

SCHEDULED HEARINGS

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

RESOURCE MANAGEMENT

R 7 Resource Management

Take the following actions regarding Zone Amendment 16-003, Roach-Carr (Millville area), which would rezone a 28.92 acre parcel on the north side of Oak Run Road at its intersection with Rim Rock Lane, approximately 3.4 miles north of Old 44 Drive from Unclassified (U) to Limited Residential (R-L) and Limited Residential combined with the 10-Acre Minimum Lot Area (R-L-BA-10): (1) Conduct a public hearing; (2) close the public hearing; (3) adopt the California Environmental Quality Act (CEQA) determination of a Mitigated Negative Declaration with the findings as set forth in Planning Commission Resolution No. 2018-006; (4) make the rezoning findings as set forth in Planning Commission Resolution No. 2018-006; and (5) introduce, waive the reading of, and enact the ordinance to amend the Zoning Plan of the County of Shasta, identified in Zone

Amendment 16-003.

No Additional General Fund Impact

Simple Majority Vote

R 8 Resource Management

Take the following actions regarding Zone Amendment 17-001, Department of Public Works (Shingletown area), which would rezone a 6.5-acre parcel, approximately 0.96 miles from where One Hundred A3 Road intersects with One Hundred A Road from Public Facilities (PF) zone district to Timberland (TL) zone district: (1) Conduct a public hearing; (2) Close the public hearing; (3) Find the project to be categorically exempt from the California Environmental Quality Act (CEQA) under the CEQA Guidelines Section 15061(b)(3) as set forth in Planning Commission Resolution No. 2018-009; (4) make the rezoning findings as set forth in Planning Commission Resolution No. 2018-009; and (5) introduce, waive the reading of, and enact the ordinance to amend the Zoning Plan of the County of Shasta, identified in Zone Amendment 17-001.

No Additional General Fund Impact

Simple Majority Vote

CLOSED SESSION ANNOUNCEMENT

R 9 The Board of Supervisors will recess to a Closed Session to discuss the following items (Est. 20 minutes):

Conference with Legal Counsel -- Existing Litigation
(Government Code section 54956.9, subdivision (d), paragraph (1))

Name of case: *Tracy Bowman and Micheal Williamson v. County of Shasta*

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

RECESS

REPORT OF CLOSED SESSION ACTIONS

ADJOURN

REMINDERS

Date:	Time:	Event:	Location:
06/14/2018	2:00 p.m.	Planning Commission Meeting	Board Chambers
06/19/2018	9:00 a.m.	Board of Supervisors Meeting	Board Chambers
06/26/2018	8:30 a.m.	Air Pollution Control Board Meeting	Board Chambers
			Board

06/26/2018	9:00 a.m.	Board of Supervisors Meeting	Chambers
06/26/2018	5:00 p.m.	Board of Supervisors Special Meeting	Board Chambers
07/03/2018		Board of Supervisors Meeting Canceled	
07/10/2018		Board of Supervisors Meeting Canceled	
07/12/2018	2:00 p.m.	Planning Commission Meeting	Board Chambers

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

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

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

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

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

REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS

BOARD MEETING DATE: June 12, 2018

CATEGORY: BOARD MATTERS-1.

SUBJECT:

Proclamation of support for the Redding City Identity Project

DEPARTMENT: Board Matters

Supervisory District No. : All

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

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

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

RECOMMENDATION

Adopt a proclamation which designates support for the Redding City Identity Project.

SUMMARY

N/A

DISCUSSION

On May 15, 2018, the Greater Redding Chamber of Commerce (Chamber) presented to the Board of Supervisors regarding a new initiative titled "The Redding City Identity Project." The Chamber is leading the initiative through its Forward Redding Foundation.

The Redding City Identity Project is intended to have a positive impact in the following areas: community pride, marketing effectiveness (economic development, entrepreneurialism, employee recruitment, downtown development and tourism), messaging, aesthetics, and experiences.

Following this presentation, the Board of Supervisors expressed a will to support the Redding City Identity Project with the adoption of a proclamation.

ALTERNATIVES

N/A

OTHER AGENCY INVOLVEMENT

The Greater Redding Chamber of Commerce has requested support from the Board of Supervisors. Staff collaborated with

the Chamber to develop the proclamation.

FINANCING

There is no general fund impact associated with the proclamation of support.

ATTACHMENTS:

Description	Upload Date	Description
Proclamation	6/7/2018	Proclamation

Shasta County Board of Supervisors Proclamation

Redding City Identity Project

WHEREAS, the Greater Redding Chamber of Commerce is a convener of leaders and influencers, a catalyst for business growth, and a champion for a stronger community; and

WHEREAS, the Chamber's 501(c)(3) non-profit organization, The Forward Redding Foundation has the purpose of engaging and funding local projects that promote the educational, cultural and economic vitality of the greater Redding area; and

WHEREAS, the Chamber, through its Forward Redding Foundation, is leading an initiative called the Redding City Identity Project, focused on improving the City of Redding's image and reputation; and

WHEREAS, identity is defined as, "who you are, the way you think about yourself, the way you are viewed by the world and the characteristics that define you"; and

WHEREAS, the Chamber recognizes that a city's image is crucial to its competitive advantage as a place to live, vacation, and invest; and

WHEREAS, the Chamber will facilitate community collaboration, incorporate best practices, and gather input to create and begin implementing 20+ strategies to activate and improve three main areas connected to Redding's image and reputation; messaging, aesthetics and experiences; and

WHEREAS, the outcomes of this initiative will activate increases in the following areas; community pride, marketing effectiveness (economic development, entrepreneurialism, employee recruitment, downtown development and tourism), and residential and commercial property values; and

WHEREAS, a change in perspective is often a catalyst for success. As we begin to see ourselves differently and value ourselves in a greater measure as a community, those outside of Redding will begin to value us more as well;

NOW, THEREFORE, BE IT RESOLVED that the Shasta County Board of Supervisors hereby commends and supports the Greater Redding Chamber of Commerce in its efforts through the Redding City Identity Project in Shasta County.

Les Baugh, Chairman

June 12, 2018

Date

REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS

BOARD MEETING DATE: June 12, 2018

CATEGORY: BOARD MATTERS-2.

SUBJECT:

71st Annual Airport Day Proclamation

DEPARTMENT: Board Matters

Supervisory District No. : All

DEPARTMENT CONTACT: Tom Bosenko, Sheriff, (530) 245-6025

STAFF REPORT APPROVED BY: Tom Bosenko, Sheriff

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

RECOMMENDATION

Adopt a proclamation which designates June 17, 2018 as "Airport Day" in Shasta County.

SUMMARY

N/A

DISCUSSION

In prior years, the Shasta County Board of Supervisors has proclaimed an "Airport Day" to recognize the event for the Sheriff's Office Volunteer Eastern Flying Posse. Sunday, June 17, 2018 will be the 71st annual "Airport Day" taking place at the Fall River Mills Airport and also marks the 71st anniversary of the all-volunteer Eastern Flying Posse (Posse). This organization has provided many services to the Sheriff's Office and our community on a completely volunteer basis. They have aided in searches for downed aircraft and missing persons. The Eastern Flying Posse is ready to respond at a moment's notice, at any time, with aircraft and trained personnel. The members work each year to put on an event titled "Airport Day" in which they host numerous aircraft from the surrounding communities and states. Antique and vintage aircraft, as well as modern aircraft, fly in to provide static aircraft displays and fly-bys. The Federal Aviation Administration will provide personnel on scene to handle the increased aircraft traffic. Helicopter rides will be available for a modest price, as well as raffle tickets and a pancake breakfast.

ALTERNATIVES

The Board could choose not to adopt the proclamation.

OTHER AGENCY INVOLVEMENT

The California Highway Patrol, Cal Fire, branches of the military, and air medical services are a few of the usual participants. The County Administrative Office has reviewed the recommendation.

FINANCING

There is no cost associated with adopting the proclamation; therefore, there is no General Fund impact associated with the recommendation.

ATTACHMENTS:

Description

Upload Date

Description

Airport Day Proclamation 2018

5/30/2018

Airport Day
Proclamation 2018

Shasta County Board of Supervisors Proclamation

Airport Day June 17, 2018

WHEREAS, the Eastern Shasta County Sheriff's Flying Posse is planning their 71st Annual Airport Day on June 17, 2018; and

WHEREAS, Airport Day includes an annual breakfast; antique, vintage, and modern aircraft from all over Northern California, Southern Oregon, and Western Nevada; motorized paragliders and model airplanes; and information and demonstrations from various Shasta County organizations, such as Search and Rescue, California Highway Patrol, Sheriff's Department, California Department of Forestry and Fire Protection, and military groups that provide static aircraft displays and fly-bys; and

WHEREAS, the Eastern Shasta County Sheriff's Flying Posse provides valuable assistance for search and rescue operations and other activities at the request of the Sheriff;

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of the County of Shasta hereby proclaims June 17, 2018 as **Airport Day** in Shasta County and commends the Eastern Shasta County Sheriff's Flying Posse on their service to their community.

Les Baugh, Chairman

June 12, 2018

Date

REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS

BOARD MEETING DATE: June 12, 2018

CATEGORY: Consent - General Government-1.

SUBJECT:

Megabyte Property Tax System Annual Agreement

DEPARTMENT: Assessor-Recorder

Auditor-Controller

Treasurer-Tax Collector/Public Administrator

Supervisory District No. : All

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

STAFF REPORT APPROVED BY: Leslie Morgan, Asr-Rec; Brain Muir, Aud; Lori Scott, Tax-Coll; Tom Schrieber, CIO

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

RECOMMENDATION

Approve and authorize the Chairman to sign a no maximum compensation agreement with Megabyte Property Tax Systems, Inc., for the period July 1, 2018 through June 30, 2019 which includes: (1) Monthly payments in the amount of \$15,578.93 to provide software and support; (2) one annual advance payment in the amount of \$9,127.32 to provide Online Business Property Statement Filing module, support and maintenance; (3) one advance payment in the amount of \$6,352.81 for web services and maintenance; and (4) hourly rates pursuant to the agreement for as-needed emergency or on-site services.

SUMMARY

N/A

DISCUSSION

The operation of the County's property tax system requires on-going vendor maintenance and support. Shasta County's property tax system provides a variety of functions primarily to three County departments. The Assessor-Recorder sets values on all secured and unsecured properties in the County; the Auditor applies the tax rates to the roll and apportions the funds; and the Treasurer-Tax Collector produces the tax bills and collects payments. Although this oversimplifies each department's functions, the property tax system is vital to each department in performing their jobs as they relate to administering property taxes accurately and efficiently.

The system also provides public access to property tax information, as well as online business property filing. The County's property tax system requires vendor maintenance each year. This software maintenance and support renewal agreement provides the County with application system support for the Megabyte Property Tax System. Maintenance provided by the agreement includes telephone support, fixes to reported problems, system upgrades, and other general system support. The web service maintenance cost provide public internet access to the tax data. Payments will be made to Megabyte Systems,

Inc. for the period covering July 1, 2018 through June 30, 2019 as follows: (1) monthly payments of \$15,578.93 for the basic system maintenance and support; and (2) five advance payments as follows: one payment of \$3,127.32 for maintenance and support of the Online Business Property Filing system; third of three payments of \$6,000.00 for the upgrade (which County received in 2016 for the January 1st, 2016 lien date) of the Online Business Property filing system; one payment in the amount of \$282.60 for the Prior Year Tax bill Online; one payment in the amount of \$816.80 for the Historical Expansion Bill Print; and one payment of \$5,253.41 for Web Services. Arranging for maintenance and support for large software systems through a software vendor is a generally accepted practice in the software industry. Staff is recommending the approval of the agreement and addendum because vendor support and web services are vitally important to the continued operation and success of this computer system.

ALTERNATIVES

There are no viable alternatives at this time. Although Information Technology could conceivably take over maintaining and updating the Megabyte Property Tax system, this alternative would require additional staff and time, and would cost a great deal more than the proposed vendor maintenance.

OTHER AGENCY INVOLVEMENT

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

FINANCING

This agreement is funded by the General Fund. Costs associated with this agreement are included in the Assessor, Auditor and Tax Collector’s proposed budgets for FY 2018/2019. There is no additional General Fund impact with approval of the recommendation.

ATTACHMENTS:

Description	Upload Date	Description
Megabyte Agreement	6/1/2018	Megabyte Agreement

**AGREEMENT
MPTS PROPERTY TAX SYSTEM
MAINTENANCE**

THIS SUPPORT AGREEMENT, is for the term beginning July 1st, 2018 and terminating June 30, 2019 by and between the COUNTY OF SHASTA, hereinafter referred to as the "County" and MEGABYTE SYSTEMS INC, whose mailing address is 2630 Sunset Blvd, Suite 100, Rocklin, California 95677, hereinafter referred to as the "Contractor". Federal Id: 77-0547969.

1. The County hereby engages the services of the Contractor, and the Contractor agrees to serve County in accordance with the terms and conditions set forth herein.

2. Work. Subject to the terms and conditions set forth in this agreement, Contractor shall provide the services described in Exhibit A.

3. Price. In consideration of Contractor's fulfillment of the promised work, County shall pay Contractor the amount set forth in Exhibit B. Support to County in excess of the terms of this agreement, as deemed necessary by County, will be billable to County at Contractor's standard hourly rate subject to advance written approval of County. If on-site support is required, travel time and expenses will be charged in addition to the hourly rate for work on-site.

4. Payments. County shall make payments of compensation hereunder monthly on submittal of an invoice. Contract payments are due and payable to Megabyte Systems, Inc. 2630 Sunset Blvd, Suite 100, Rocklin, California 95677, within 15 working days of receipt of the invoice. Invoices shall be submitted to:

Leslie Morgan
Shasta County Assessor
1450 Court Street, Rm 208-A
Redding, CA 96001

5. Changes. Changes and modifications to this Agreement may only be made by prior written change order of County, accepted in writing by the Contractor, specifying such change(s) including adjustment(s) to price and delivery schedule (if any), as are agreed to by the parties hereto. In no case shall County pay for any extra work or material furnished except as previously agreed upon in such a written change order. The Contractor and the

County shall determine whether any change or modification will cause a delay in Contractor completing all work and if so, the duration of such delay.

6. County's Responsibility to Provide. County will provide, at its own expense, access to Megabyte via Megabyte's network or via the Internet as long as it is at acceptable speeds (County minimum of T1 or business DSL speed).

7. No Waiver by County. Inspection of the work by the County, or the statement by any officer, agent, or employee of the County, prior to written acceptance of the work or any part thereof, indicating that the work or any part thereof complies with the requirements of this Agreement, or the County's payment for the whole or any part of the work, or any combination of these acts, shall not relieve the Contractor of obligation to fulfill this Contract as prescribed. Waiver of any provision of this Agreement by the County in any single instance shall not prejudice County's right to enforcement of all provisions of this Agreement in any other instance.

8. Hold Harmless. Contractor agrees to defend, indemnify, save and hold harmless the County, its officers, agents, and employees, from and against any and all claims and losses whatsoever accruing or resulting to any and all persons, firms or corporations for damage, injury or death as a result of negligence by Contractor in Contractor's performance of this Agreement.

9. Patent or Copyright Infringement.

A. Contractor represents that the materials and products produced hereunder do not violate others intellectual property rights (which include patent, copyright, trademark, trade secret or other proprietary right.) In the event a claim, cause of action, proceeding or other legal action should arise in which there are claims that the materials and/or products infringe or violate another's intellectual property rights, Contractor shall undertake to protect, defend, settle or resolve the proceeding at no cost, whatsoever, to County, including, but not by way of limitation, legal fees, disbursements, judgments, or the like. Contractor shall protect, defend and indemnify and hold County harmless, subject only to County giving Contractor prompt written notice of any such third party claim, cause of action or proceedings and rendering to Contractor any reasonable information, assistance or access to documents and materials required in the defense of any such cause of action.

B. Should the materials and/or products in Contractor's opinion, be likely or become the subject of a claim of infringement of a patent, copyright or trademark, Contractor may do any of the following: (1) obtain a legally binding right for County to use, at

no cost to County, the material and/or product; (2) replace or modify the material and/or product so that it is non-infringing yet still complies with the RFP and the Contract specifications; (3) repurchase the material and/or product by refunding all moneys paid by County to Contractor for the material and/or product less depreciation and reasonable costs for use and such other amounts as are mutually agreeable to County and Contractor.

10. Title to Work. Upon termination of this agreement for any reason title to, ownership of, and all applicable patents, copyrights and trade secrets in the MPTS software, shall remain with the contractor as owner/holder of such patents, copyrights, and trade secrets, who shall retain complete rights to market such product, and no such rights shall pass to County. However, County shall receive, at no additional cost, a perpetual license to use such products for its own use.

11. Source Code. Contractor shall place source code for the licensed software and any changes thereto, into a software escrow account. County shall have access to the source code in the event Contractor fails to fulfill its maintenance and support obligations, or in the event of bankruptcy, dissolution, or appointment of a receiver for Contractor. County shall be able to use the source code according to the terms of this agreement, and must also be permitted to modify the code for its own use consistent with this agreement.

12. Insurance. Contractor shall maintain, at Contractor's own expense during the term hereof, insurance with respect to Contractor's performance of this Agreement of the types and in the minimum amounts described generally as follows:

A. Full Workmen's Compensation and Employer's Liability Insurance covering all employees of Contractor as required by law in the State of California.

B. Comprehensive Public Liability Insurance or Comprehensive Liability Insurance (Bodily Injury and Property Damage) of not less than One Million Dollars (\$1,000,000) combined single limit per occurrence (claim made).

C. Comprehensive Automobile Liability Insurance (Bodily Injury and Property Damage) on owned, hired, leased and non owned vehicles used in conjunction with Contractor's business of not less than Three Hundred Thousand (\$300,000) combined single limit per occurrence (claim made).

13. Proof of Insurance. Simultaneous with the execution of this Agreement, proof of the aforementioned insurance shall be furnished by the Contractor to the County by

certificates of insurance. Such certificates shall specify that County must be given written notice 30 days prior to the cancellation or modification of any such insurance.

14. Insurance in Force and Effect During Contract Period. The insurance specified above shall be in a form and placed with an insurance company or companies satisfactory to County, and shall be kept in force and effect until completion to the satisfaction and acceptance by County of all work to be performed by the Contractor under this Agreement.

15. Confidentiality. Confidential information is defined as all information disclosed to Contractor which relates to the County's past, present, and future activities, as well as activities under this Contract. Contractor will hold all such information in trust and confidence. Upon cancellation or expiration of this Agreement, Contractor will return to County all written and descriptive matter which contains any such confidential information.

16. Independent Contractor. Contractor shall perform this contract as an independent contractor for all purposes. Contractor is not, and shall not be deemed, a County employee for any purpose, including worker's compensation. Contractor shall, at Contractor's own risk and expense, determine the method and manner by which the duties imposed on Contractor by this contract shall be performed; provided that County may monitor the work performed by Contractor; and provided further that Contractor shall observe and comply with all laws and rules applicable to County in performing the work. Contractor, not County, shall be responsible for Contractor's negligence and that of Contractor's agents and employees in performing the work. Contractor shall be entitled to none of the benefits accorded to a County employee. County shall not deduct or withhold any amounts whatsoever from the compensation paid to Contractor, including but not limited to amounts required to be withheld for state and federal taxes. Contractor alone shall be responsible for all such payments.

17. Termination. The County or Contractor may terminate this agreement with 60 days written notices.

18. Funding Out. Shasta County is a public entity. Should the funding for the Megabyte Maintenance Agreement be terminated or reduced by an amount of more than twenty five percent (25%) of the current funding, the County may immediately cancel this agreement by furnishing written notice of its intention to cancel. This notice shall set forth the funding change which has occurred together with the date the agreement will be cancelled.

19. Notices. All notices provided for by this Agreement shall be in writing and may be delivered by deposit in the First Class United States mail, by certified, or by registered mail, postage prepaid. All notices appertaining to the provisions of this Agreement, shall be addressed to Contractor's office, located at 2630 Sunset Blvd, Suite 100, Rocklin, California 95677. Notices to the County shall be addressed to Leslie Morgan, Shasta County Assessor. 1450 Court Street, Rm 208-A Redding CA 96001. Effective date of all notices shall permit a minimum of five (5) days for transit in the mails.

COUNTY OF SHASTA, a political subdivision
Of the State of California

By: _____
LES BAUGH, CHAIRMAN
Board of Supervisors, County of Shasta

State of California

Dated: _____

ATTEST:

LAWRENCE G. LEES
Clerk of the Board of Supervisors

By: _____
Deputy

INFORMATION TECHNOLOGY APPROVAL

By: [Signature] 5-28-2018
Thomas Schreiber, CIO

APPROVED AS TO FORM:

RUBIN CRUSE
County Counsel

By: [Signature] 5/25/18

RISK MANAGEMENT APPROVAL

By: [Signature] 05/29/18
Jim Johnson, Risk Management Manager

CONTRACTOR:

Megabyte Systems, Inc

By: [Signature]
Sharon A. Zchte President
Tax ID #77-0547969

CONTRACTOR:

Megabyte Systems, inc

By: [Signature]
Nicholas M. Betts, Secretary

EXHIBIT A

SCOPE OF SERVICE

MPTS maintenance support

Contractor will provide the following maintenance support services:

- Hot line phone support for the Assessor, Tax Collector and Auditor user staff, as required, concerning the operation of the property tax system – MPTS. (916) 435-8872 and helpdesk@megabytesystems.com.
- Diagnosis of application problems and suggested solutions.
- Application software corrections as needed by system failure to meet system requirements. This does NOT include any fixes for problems arising through alteration of the database by means other than Megabyte personnel.
- New State mandated change to the application of property and tax assessment statutes.
- Enhancements/Upgrades to the application software at the discretion of Megabyte Systems.
- Installation/Setup of application stored procedures/triggers/database-scheduled tasks when necessary.
- MPTS application training classes:
 - Web training classes
 - Training materials will be posted on the Megabyte website
 - Some sessions may be offered in house for detailed hands-on training at no cost for the session (County will be responsible for travel expenses)
- Roll turnover & roll over support to accommodate County off-hour support if desired:
 - Megabyte will optionally offer (based on County needs) roll turnover/rollover of scheduled jobs leaving reports out at the County (balancing/review is the responsibility of County)
 - Megabyte will review for consistency and set up – completion of jobs i.e. ascertain correctness of control records, job setup, scheduling, conflicts.
 - Backup: 2nd copy of 601 rolls and tax rolls for 12-year history retention to be held by Megabyte if requested by the County. Primary backup of the 601 roll and related system backups are County responsibilities.
 - Assistance with balancing property and tax assessment programs.
 - Assistance with producing fixes (i.e. mass roll changes) to correct erroneous assessment or tax roll results, whether due to County or Megabyte actions. However, County is responsible for meeting statutory requirements and proper updating of the Megabyte systems with all current data, such as tax rates. Assistance to fix problems caused by County failure to update base assessment data will be a billable item to the County.

County will provide the Contractor with the means to access the Megabyte servers using County SSL/VPN services and an Active Directory account specific to the Contractor.

County must grant Contractor full administrator rights (SA).

County is responsible for providing maintenance and support to the SQL Server instance. This includes backups for the Megabyte databases, monitoring database performance, tuning and routine maintenance of the SQL server instance. Contractor is responsible for maintaining, supporting and updating the Megabyte databases to include support for all SQL scripts and jobs related to the Megabyte databases. Contractor shall not be responsible for database errors or

failures caused by the actions of County personnel or County hardware failure, support to correct such problems will be billable to the County. Minimum charge for database support will be \$5,000 per incident plus \$500 per hour with a minimum of 1 hour.

Online Business Property Filing Maintenance/Support

Contractor shall provide the following MPTS Online Business Property Filing Maintenance & Support to this application as follows:

- Ability for business taxpayers to file their 571L, 571A and 571F personal property forms via the Internet.

Features Include:

- Previous year costs and net change
- View/Print of completed form(s)
- Extraction of data for web access
- Audit reports
- Import/merge of filed data to the personal property system
- Images/PDF retained of the filed statements with access via the personal property subsystem

MPTS Public Version Web Access for Assessor and Tax Collector

Contractor shall provide the following MPTS Web Services & support as follows:

Public Version for Assessor and Tax Collector Departments:

- Search capabilities limited to Parcel or Assessment numbers.
- Assessor Inquiry – Current Assessment Roll information only.
- Tax Collector – Current Tax Roll information only.
- Cosmetic Customizations only i.e. color schemes, County logos, etc.
- Note: this version does not have any Security features. Address only appears, not name.

Prior Year / Historical Tax Bill

- Prior Year (previous year only) Tax Bill available online via Tax Collector public access site.
- Historical Expansion (one additional year) Tax Bill available online via Tax Collector public access site.

Grant of License. Contractor hereby grants to County a personal, non-transferable and non-exclusive license to use the Tax Collector Public Version and the Assessor Public of the MPTS Web Services.

The License granted to the County is expressly limited to the executable form of the Software only. The program code and programming language in which Contractor writes the Software (the "Source Code"), as well as any relevant documentation, including the Source Code, and instructions to maintain, duplicate, and compile to Source Code (the "Source Materials"), remain the exclusive property of Contractor.

Price. The price for Megabyte Systems services to be provided to the County under the terms of this Agreement are fully described in Exhibit "B".

Term. The license granted shall commence upon the date of installation of the software and shall remain in force for as long as County pays the annual licensing fee to Contractor.

EXHIBIT B**PAYMENT FOR SERVICES RENDERED**

The support cost for services described in Exhibit A – Scope of Service shall be as follows:

Term	Description	Amount
7/1/2018 – 6/30/2019	MPTS Property Tax System Maintenance/Support (SQL Server Database Support Excluded)	\$15,578.93 per/month
7/1/2018 – 6/30/2019 7/1/2018 – 6/30/2019	Online Business Property Filing Maintenance/Support Online Business Property Filing Module Purchase, Payment 3 of 3	\$3,127.32 annual charge \$6,000.00 annual charge
7/1/2018 – 6/30/2019 7/1/2018 – 6/30/2019 7/1/2018 – 6/30/2019	MPTS Public Version Web Access for Assessor and Tax Collector Prior Year (Previous Year Only) Tax bill Online Historical Expansion Bill Print	\$5,253.41 annual charge \$ 282.60 annual charge \$ 816.80 annual charge

COMPENSATION FOR EXTRA SERVICES

COUNTY shall compensate CONTRACTOR for requested Extra Services and reimburse CONTRACTOR for expenses incurred in connection with the provision of such Extra Services as follows:

1. Emergency off-site support outside of the hours 8 AM to 5 PM or on weekends or holidays, with a four-hour minimum:

\$150.00 per hour
2. On-site support, with a four-hour minimum, including time in transit.

\$150.00 per hour

Travel expenses will be charged in addition to the hourly rate for work on-site. However expense for meals shall not exceed that paid to County employees, which is \$7 for breakfast, \$11 for lunch and \$23 for dinner.

REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS

BOARD MEETING DATE: June 12, 2018

CATEGORY: Consent - General Government-2.

SUBJECT:

Claims List

DEPARTMENT: Auditor-Controller

Supervisory District No. : ALL

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

STAFF REPORT APPROVED BY: Brian Muir, Auditor-Controller

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

RECOMMENDATION

Approve and authorize the Chairman to sign the County claims list in the amount of \$733, as submitted.

SUMMARY

DISCUSSION

ALTERNATIVES

OTHER AGENCY INVOLVEMENT

FINANCING

ATTACHMENTS:

Description
Claims List


Upload Date	Description
6/7/2018	Claims List

ORIGINAL

COUNTY OF SHASTA
OFFICE OF AUDITOR-CONTROLLER
REPORT OF CLAIMS REQUIRING BOARD ACTION IN ORDER TO
AUTHORIZE PAYMENT BY AUDITOR-CONTROLLER
6/12/2018

FUND/DEPT/ACCT	DEPARTMENT	PAYEE	DESCRIPTION	Amount	REASON	DEPARTMENT'S EXPLANATION
00391/034823	COUNTY FIRE	REDDING OCCUPATIONAL MEDICAL CENTER INC	PHYSICAL EXAM	\$ 463.00	Per Admin Policy 2-201 and Gov Code sections 910 and 911.2 invoices older than one year require Board approval.	SEE ATTACHED MEMO FROM DEPARTMENT
00391/034823	COUNTY FIRE	REDDING OCCUPATIONAL MEDICAL CENTER INC	PHYSICAL EXAM	\$ 270.00	Per Admin Policy 2-201 and Gov Code sections 910 and 911.2 invoices older than one year require Board approval.	SEE ATTACHED MEMO FROM DEPARTMENT
	TOTAL			\$ 733.00		

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

ns
Date: 6/7/18 Signature: 

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

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



**CALIFORNIA DEPARTMENT OF FORESTRY
AND FIRE PROTECTION**

COOPERATIVE FIRE PROTECTION
Since 1980

SHASTA COUNTY FIRE DEPARTMENT
875 Cypress Ave Redding CA 96001



Mike Hebrard
Chief

MEMORANDUM

Date: June 4, 2018

To: Brian Muir, Auditor-Controller

From: Bret Gouvea, Deputy Chief

Subject: Board Claim for Redding Occupational Medical Center

Redding Occupational Medical Center (ROMC) staff recently reviewed their outstanding invoices and contacted County Fire regarding two invoices; 103 and 104 both dated 5/25/2011. ROMC staff state these invoices were presented for payment within 30 days of the date of service, but they were never paid. These invoices are now over one year old, and require approval by the Board of Supervisors for payment.

BOARD OF SUPERVISORS REGULAR MEETING - June 12, 2018

ROMC

Redding Occupational Medical Center
P.O. Box 99740 Phone: 530-646-4242
Emeryville, CA 94662 Fax: 530-646-4243

Invoice

Date	Invoice #
5/25/2011	103

Bill To
Attn: Mary Keith Shasta Co. Fire Dept. 875 Cypress Ave. Redding, CA 96001

Employer

For billing questions please call (530) 646-4242 Opt 7				P.O. No.	Due Date
					7/11/2011
Service Date	Patient Name	Description	Qty	Rate	Amount
05/11/2011		Shasta County Type C (Physical Exam, Audiogram, 2 View Spine X-ray, Treadmill/EKG Stress Test, TB Test, Strength & Fitness Test, Spirometry, Urine Collection) Sent 6/9/11		463.00	463.00
To pay by credit card please fill in the information below and fax to (951) 755-0333.					
<input type="checkbox"/> Amex <input type="checkbox"/> MC <input type="checkbox"/> Visa <input type="checkbox"/> Discover CVC Code _____					
Acct # _____ Exp date _____					
Name on Card _____					
Signature _____					
Total				\$463.00	
Payments/Credits				\$0.00	
Balance Due				\$463.00	

BOARD OF SUPERVISORS REGULAR MEETING - June 12, 2018

ROMC

Redding Occupational Medical Center

P.O. Box 99740
Emeryville, CA 94662

Phone: 530-646-4242
Fax: 530-646-4243

Invoice

Date	Invoice #
5/25/2011	104

Bill To
Attn: Mary Keith Shasta Co. Fire Dept. 875 Cypress Ave. Redding, CA 96001

Employer

For billing questions please call (530) 646-4242 Opt 7				P.O. No.	Due Date
					7/11/2011
Service Date	Patient Name	Description	Qty	Rate	Amount
05/13/2011		Shasta County Type B (Physical Exam, Audiogram, Strength & Fitness, 2 View Lumbar Spine X-Ray, Urine collection)		175.00	175.00
05/13/2011		Pulmonary Function Test (PFT-Spirometry)		95.00	95.00
BOARD OF SUPERVISORS REGULAR MEETING - June 12, 2018 Sent 6/9/11					

To pay by credit card please fill in the information below and fax to (951) 755-0333.

___ Amex ___ MC ___ Visa ___ Discover CVC Code _____
Acct # _____ Exp date _____
Name on Card _____
Signature _____

Total	\$270.00
Payments/Credits	\$0.00
Balance Due	\$270.00

REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS

BOARD MEETING DATE: June 12, 2018

CATEGORY: Consent - General Government-3.

SUBJECT:

6/5/18 Draft Minutes

DEPARTMENT: Clerk of the Board

Supervisory District No. : ALL

DEPARTMENT CONTACT: Trisha Boss, Deputy Clerk of the Board, 530-225-5550

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

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

RECOMMENDATION

Approve the minutes of the meeting held on June 5, 2018, as submitted.

SUMMARY

n/a

DISCUSSION

n/a

ALTERNATIVES

n/a

OTHER AGENCY INVOLVEMENT

n/a

FINANCING

There is no General Fund impact associated with this action.

ATTACHMENTS:

Description

Upload Date

Description

June 5, 2018

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SHASTA COUNTY BOARD OF SUPERVISORS

Tuesday, June 5, 2018

REGULAR MEETING

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

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

County Executive Officer - Larry Lees
County Counsel - Rubin E. Cruse, Jr.
Chief Deputy Clerk of the Board - Mary Williams
Administrative Board Clerk - Trisha Boss

INVOCATION

Invocation was given by Pastor Dennis Tucker, Word of Life Ministries.

PLEDGE OF ALLEGIANCE

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

REGULAR CALENDAR

In response to questions by Supervisor Kehoe, County Counsel Rubin E. Cruse Jr. explained that the Board of Supervisors do not engage individuals during the public comment period due to requirements of the Brown Act which prohibit officials from taking action on items not on the posted agenda.

BOARD MATTERS**JUNE 2018 EMPLOYEE OF THE MONTH**
LYNN HILL, SENIOR STAFF ANALYST
HEALTH AND HUMAN SERVICES AGENCY
RESOLUTION NO. 2018-039

At the recommendation of Health and Human Services Agency-Business and Support Services Branch Director Tracy Tedder, and by motion made, seconded (Rickert/Kehoe), and unanimously carried, the Board of Supervisors adopted Resolution No. 2018-039, which recognizes Shasta County Health and Human Services Agency, Senior Staff Analyst, Lynn Hill as Shasta County's Employee of the Month for June 2018.

(See Resolution Book No. 60)

PROCLAMATION: EMPLOYEE APPRECIATION WEEK/DAY
2018 SHASTA COUNTY EMPLOYEE APPRECIATION WEEK EVENTS

By motion made, seconded (Moty/Kehoe), and unanimously carried, the Board of Supervisors adopted a proclamation which designates June 11, 2018, through June 15, 2018, as 2018 Shasta County Employee Appreciation Week, with June 13, 2018, as Employee Appreciation Day.

Director of Support Services Angela Davis addressed the Board regarding the 2018 Shasta County Employee Appreciation Week events. Ms. Davis applauded County employees for their public service and professionalism. She encouraged employees to participate in the Employee Appreciation Day event.

In response to questions from County Executive Officer (CEO) Larry Lees, Ms. Davis stated that employees in the eastern County will also have an Employee Appreciation Day event to attend in Burney.

PRCLAMATION: ELDER ABUSE AWARENESS DAY
JUNE 15, 2018

By motion made, seconded (Kehoe/Morgan), and unanimously carried, the Board of Supervisors adopted a proclamation which designates June 15, 2018, as "Elder Abuse Awareness Day" in Shasta County.

District Attorney Stephanie Bridgett and Health and Human Services Agency-Adult Services Branch Director Dean True presented about ongoing efforts to address reported elder abuse in Shasta County. Ms. Bridgett addressed the increase of awareness regarding elder abuse issues, which resulted in an increase in reported cases in 2017. Mr. True spoke to the types of services provided by Shasta County Adult Protective Services.

June 5, 2018

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By motion made, seconded (Morgan/Moty), and unanimously carried, the Board of Supervisors moved the scheduled public hearings to immediately follow the Consent Calendar.

PUBLIC COMMENT PERIOD - OPEN TIME

Roy Vincent spoke regarding water use in County Service Area No. 6-Jones Valley and the County's recent purchase of water from the McConnell Foundation.

Monique Welin spoke regarding adolescent mental illness and recent mass shootings in the United States.

CONSENT CALENDAR

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

Approved a budget amendment increasing appropriations by \$75,000, offset by the Appropriation for Contingency, in the Conflict Public Defense budget for professional investigation and homicide services. (Administrative Office)

Approved the minutes of the meeting held on May 22, 2018, as submitted. (Clerk of the Board)

As introduced on May 22, 2018, enacted Ordinance No. 408-213 of the Board of Supervisors of the County of Shasta Amending Ordinance No. 408 of Shasta County Entitled "An Ordinance Placing Speed Restriction on Motor Vehicle Travel over Certain Streets and Portions Thereof," by Amending Section II Thereof establishing the following speed restriction: 30 miles per hour (mph) on Shady Lane (2H050) from Anderson city limits to the end of Shady Lane 0.47 miles south of Anderson city limits. (Clerk of the Board)

(See Speed Restriction Zone Ordinance Book)

Adopted Resolution No. 2108-040 which approves and authorizes the Chairman to sign the revised Third Amendment and Restated Joint Exercise of Powers Agreement with the counties of Butte, Colusa, Glenn, Nevada, Placer, Siskiyou, Sutter, Tehama, and Yuba effective the date of signing to remove the County of Yolo and add the County of Glenn as members of the Sierra-Sacramento Valley Emergency Medical Services Joint Powers Agency with no change in compensation. (Clerk of the Board)

(See Resolution Book No. 60)

Approved and authorized the Chairman to sign an agreement with Tax Sale Services of California, LLC, in an amount not to exceed \$50,000 per fiscal year to provide “party of interest” information on parcels that may be sold at tax auction for the period July 1, 2018, through June 30, 2019, with two automatic one-year renewals. (Treasurer-Tax Collector/Public Administrator)

Approved and authorized the Chairman to sign a renewal agreement with the County of Butte in the approximate amount of \$36,000 for the provision of acute psychiatric inpatient care for the period July 1, 2018, through June 30, 2019. (Health and Human Services Agency-Adult Services)

Approved and authorized the Chairman to sign a renewal agreement with JUMP Technology Services, LLC, in an amount not to exceed \$53,920 (paid in quarterly advance payments) to provide LEAPS system software, and support and maintenance service, for Adult Protective Services case management for the period July 1, 2018, through June 30, 2021. (Health and Human Services Agency-Adult Services)

Approved and authorized the Chairman to sign a renewal agreement with ShiningCare, Inc., in an amount not to exceed \$229,077 to provide an older adult gatekeeper program for residents of Shasta County for the period July 1, 2018, through June 30, 2021. (Health and Human Services Agency-Adult Services)

Approved and authorized the Chairman to sign a retroactive amendment, effective April 25, 2018, to the agreement with Securitas Security Services USA for the provision of security services to modify one service location and its related days and hours of service, and allow retroactive minor amendments, including service locations and service hours changes, so long as they otherwise comply with Administrative Policy 6-101, *Shasta County Contracts Manual*, while retaining the term July 9, 2015, through June 30, 2020. (Health and Human Services Agency-Business and Support Services)

Approved the following 2017-18 Fiscal Year Health and Human Services Agency year-end budget amendments to align projected appropriations and revenue: Increased appropriations by \$850,000 and decreased revenue by \$778,145 in the Mental Health budget, offset with the use of Mental Health-Restricted fund balance; increased revenue by \$350,000 in the Public Health Budget with a corresponding Transfer-In from the Mental Health budget; and decreased revenue by \$325,000 in the Perinatal budget. (Health and Human Services Agency-Business and Support Services)

Approved and authorized the Chairman to sign an amendment, effective date of signing, to the agreement with Partnership HealthPlan of California, Inc., to expand substance use disorder treatment services for Medi-Cal eligible adolescents in Shasta County to extend the end date from June 30, 2018, to December 30, 2018, and retain the maximum compensation of \$150,000. (Health and Human Services Agency-Children’s Services)

June 5, 2018

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Approved and authorized the Chairman to sign a renewal agreement with Lori Price dba Quest Court Investigations in an amount not to exceed \$110,001 to provide court-ordered investigations for stepparent adoptions and petitions for the period July 1, 2018, through June 30, 2019, with two automatic one-year renewals. (Health and Human Services-Children's Services)

Took the following actions: Approved and authorized payment of invoices from the California Mental Health Services Authority (CalMHSA), a Joint Powers Authority, to spend one percent of Shasta County's Mental Health Services Act revenue in support of the statewide Prevention and Early Intervention (PEI) Phase III Sustainability Plan in the amount of: \$13,500 for the period July 1, 2017, through June 30, 2018, and \$14,000 for the period July 1, 2018, through June 30, 2019; and approved and authorized the Director of the Health and Human Services Agency, or his/her designated Branch Director or Deputy Branch Director, to approve payment of an invoice in an amount not to exceed \$14,500 from CalMHSA for the PEI Phase III Sustainability Plan for the period July 1, 2019, through June 30, 2020, when it is received. (Health and Human Services Agency-Office of the Director)

Approved and authorized: The Chairman to sign: a retroactive renewal grant agreement, #17-10351, with the California Department of Public Health (CDPH) in the amount of \$382,600 to provide immunization services for the period July 1, 2017, through June 30, 2022; and the Certification Regarding Lobbying; and the Health and Human Services Agency Director or his/her designated Branch Director or Deputy Branch Director: authority to sign the CDPH Contractor's Release form to be attached to the final invoice; and limited authority to execute prospective and retroactive amendments during the term of the agreement that result in a net change of no more than \$38,260, and other documents related to the agreement that do not result in a substantial or functional change to the original intent of the agreement, so long as they otherwise comply with Administrative Policy 6-101, *Shasta County Contracts Manual*. (Health and Human Services Agency-Public Health)

Approved and authorized the Chairman to sign a retroactive amendment, effective March 1, 2018, to the agreement with HOPE City Redding, which increases the maximum compensation payable by \$6,000 for Fiscal Year (FY) 2017-18 and \$6,000 for FY 2018-19 (for a new maximum compensation of \$42,000 over the entire term of the agreement) to provide the Nurturing Fathers Program retaining the term January 12, 2017, through June 30, 2017, with two automatic one-year renewals. (Probation)

Approved and authorized the Chairman to sign an amendment, effective date of signing, to the agreement with VOTC, Inc., dba Visions of the Cross, adjusting the maximum compensation for clients referred by Probation for Fiscal Year 2017-18 from \$75,000 to \$100,000, increasing the total agreement maximum compensation by \$25,000 (for a new total agreement maximum compensation of \$574,000) to provide Sober Living, Parent University, and other therapeutic modalities, and retaining the term July 1, 2015, through June 30, 2016, with two automatic one-year renewals. (Probation)

Approved and authorized the Chairman to sign a retroactive amendment, effective June 3, 2018, to the agreement with the City of Redding and City of Anderson to add two automatic one-year renewals for the operation of the Integrated Public Safety System (IPSS). (Sheriff)

Approved and authorized the Chairman to sign an agreement with Caltrans authorizing the exchange of \$672,168 in Federal Regional Surface Transportation Program Funds for an equal amount of State Highway Funds in Fiscal Year 2017-18. (Public Works)

Awarded to the lowest responsive and responsible bidder, ABC Liovin Drilling, Inc., on a unit cost basis, the contract for construction on the "West Central Landfill Gas Monitoring Probes," Contract No. 207512, in the amount of \$57,500. (Public Works)

Took the following actions: Approved and authorized the purchase of one Dodge Journey; awarded to the low bidder, SJ Denham of Redding, California, the purchase of one Dodge Journey for a total price of \$27,735.06 (including taxes and fees); and approved budget amendments which: increase appropriations by \$27,736 and revenue by \$40,431 in the Agricultural Commissioner/Sealer of Weights and Measures budget; and increases revenue by \$27,736 in the Fleet Management Replacement budget. (Agricultural Commissioner/Sealer of Weights and Measures; Public Works)

Took the following actions for the purchase of a fire engine: Approved a net zero budget amendment transferring appropriations in the amount of \$233,000 within the CSA No. 1-County Fire budget; and approved and authorized the purchase of a fire engine through Derotic Emergency Equipment, under the California Department of General Services (DGS) contract, in the amount of \$428,916. (County Service Area No. 1-County Fire)

SCHEDULED HEARINGS

PUBLIC WORKS

COUNTY SERVICE AREA NO. 2-SUGARLOAF WATER ORDINANCE NO. 741

This was the time set aside to consider increasing the bi-monthly water rate for County Service Area No. 2-Sugarloaf Water (CSA No. 2). Public Works Deputy Director of Administration Ken Cristobal presented the staff report and requested approval of the staff recommendation. The Notice of Public Hearing and Notice of Publication are on file with the Clerk of the Board.

The public hearing was opened; no one spoke for or against the matter, and the public hearing was closed.

June 5, 2018

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Chief Deputy Clerk of the Board Mary Williams announced that the Clerk of the Board received two protest ballots, which did not result in a majority protest.

In response to questions from Supervisor Moty, Public Works Director Pat Minturn addressed steps being taken to address issues with systems for County Service Area No. 2-Sugarloaf Water, including a grant and updates to the filtration systems. He stated that once the water supply is stabilized, the distribution system will be addressed.

In response to questions from Supervisor Morgan, Mr. Minturn addressed the financial circumstances of CSA No. 2. He described the process of obtaining a grant from the state and securing a percentage of the money from the CSA No. 2 residents.

In response to questions from Supervisor Rickert, Mr. Minturn described the water usage within CSA No. 2. He responded that a current bond on the ballot would be of benefit to smaller water districts such as CSA No. 2.

In response to questions from Supervisor Morgan, Mr. Minturn explained that water hydrants in CSA No. 2 meet fire flow standards when the system is full and fully functioning. A leak or low tank would compete with the rest of the system for supply.

By motion made, seconded (Morgan/Kehoe), and unanimously carried, the Board of Supervisors took the following actions on behalf of County Service Area (CSA) No. 2-Sugarloaf Water: Conducted a public hearing to consider increasing the bi-monthly water rate; closed the public hearing; directed the Clerk of the Board to tabulate written protests from property owners and tenants within CSA No. 2- Sugarloaf Water and report back to the Board with the results; and in the absence of a majority protest, introduced, waived the reading of, and enacted Ordinance No. 741 of the Board of Supervisors of the County of Shasta, County Service Area No. 2-Sugarloaf Water, Repealing Ordinance No. 701 and Setting Forth the Charges, Rates, and Fees for Water and Related Services.

(See General Ordinance Book)

COUNTY SERVICE AREA NO. 23-CRAG VIEW WATER
ORDINANCE NO. 742

This was the time set aside to consider adopting an ordinance that finds a water shortage emergency exists in CSA No. 23-Crag View Water (CSA No. 23) due to the financial inability to continue to provide potable water which requires the limiting of water usage to 225 gallons per meter per day; implements a moratorium on new water service connections; finds that the project is exempt from the requirements of the California Environmental Quality Act (CEQA); and provides for enforcement of the ordinance including civil and criminal penalties as necessary. Mr. Minturn presented the staff report and requested approval of the staff recommendation. The Notice of Public Hearing and Notice of Publication are on file with the Clerk of the Board.

In response to questions from Supervisor Morgan, Mr. Minturn explained that the proposed ordinance would limit water usage to 225 gallons per connection per day, which is based on a

standard of 75 gallons per person. Residents could apply for a variance if they have a large household or special needs.

In response to questions from Supervisor Morgan, Mr. Minturn described potential outcomes if County Service Area No. 23-Crag View Water decided to transition into a Community Services District. He stated that the cost to do so would not be excessive, but the Local Agency Formation Commission (LAFCO) would be looking for long-term sustainability.

County Counsel Cruse clarified that formation of a Community Services District would have to be approved by LAFCO, and government code prevents LAFCO from approving a Community Services District if sufficient funds do not exist.

In response to questions from Supervisor Rickert, Mr. Minturn suggested that the Board of Supervisors decide if they would like to develop additional qualifications for a variance.

In response to questions from Supervisor Kehoe, County Counsel Cruse confirmed that non-rate payers should not be subsidizing rate payers' expenses. He stated that the Board may decide to authorize expenditures from the general fund to the CSA, but the CSA must repay the general fund within the same fiscal year; the Board may also loan monies to the CSA, which would also need to be repaid, unless the Board makes certain findings and waives that requirement with a 4/5 vote.

In response to questions from Supervisor Kehoe, Mr. Minturn explained that although the Board has not explicitly authorized temporary funding for the CSA, the alternative would threaten public health and safety.

In response to questions from Supervisor Kehoe, Auditor-Controller Brian Muir explained that the County is not giving money to CSA No. 23 permanently, but that the CSA will be required to repay it over a length of time.

County Counsel Cruse clarified that using money from the general fund for CSA No. 23 will require approval from the Board of Supervisors, whether it is in the form of a loan or other authorization.

In response to questions from Supervisor Morgan, County Counsel Cruse described the responsibilities of the State of California if the County did not approve this loan to sustain CSA No. 23.

In response to questions from Supervisor Moty, Mr. Minturn explained that over the last three fiscal years, annual revenue from the CSA has averaged \$50,000 and that expenses averaged \$60,000, and that the largest expense was for labor.

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In response to questions from Supervisor Moty, County Counsel Cruse stated that the departments would be looking for the Board of Supervisors to approve money to subsidize the CSA in one motion rather than monthly.

In response to questions from Supervisor Baugh, County Counsel Cruse outlined possible actions depending on the outcome of the public hearing and explained the general process of the public hearing.

In response to questions from Supervisor Baugh, Chief Deputy Clerk of the Board Mary Williams stated that no correspondence regarding this item had been received.

The public hearing was opened.

Walter Osterberg, Pamela Harryman, Bob Harryman, Linda Ost, and Kelly McCree spoke in opposition to the ordinance.

In response to questions from Supervisor Baugh, Mr. Osterberg clarified that he requested an opportunity to sit down with Public Works staff and discuss concerns.

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

Mr. Minturn clarified that CSA No. 23 is under immediate curtailment from drawing water out of the creek.

County Counsel Cruse explained that the term “water shortage emergency” also allows the Board of Supervisors to anticipate an upcoming water shortage.

Mr. Minturn defined the category “payments to suppliers” as including labor. He explained the transparency built into the Proposition 218 process, including public meetings, staff reports, and a period of time afforded to residents to meet with staff and ask questions prior to consideration by the Board of Supervisors.

In response to questions from Supervisor Baugh, Mr. Minturn confirmed that annual expenses for CSA No. 23 average \$60,000. He reiterated that there is no cash transfer from the CSA No. 23 to the general fund, and that there are no cash transfers out of the CSA other than payments for services received.

In response to questions from Supervisor Moty, Mr. Muir confirmed that his staff met with residents of CSA No. 23 twice and explained the expenditures and finances of CSA No. 23. He stated that his office reviews every expense of CSA No. 23.

Supervisor Rickert suggested that residents could look into the option of forming a community garden to share costs of growing produce.

In response to questions from Supervisor Moty, Mr. Minturn estimated that the amount of money lost by delaying the proposed ordinance would be in the thousands of dollars.

Supervisor Moty motioned to adopt the staff recommendation, amending the suggested 225 gallons per household per day to 300 gallons per household per day. County Counsel Cruse clarified that the motion was to amend only the daily water limit.

By motion made, seconded (Moty/Kehoe), and unanimously carried, the Board of Supervisors took the following actions on behalf of County Service Area (CSA) No. 23-Crag View Water: Conducted a public hearing to consider adopting an ordinance that: finds a water shortage emergency exists in CSA No. 23-Crag View Water due to the financial inability to continue to provide potable water which requires the limiting of water usage to 300 gallons per meter per day; implements a moratorium on new water service connections; finds that the project is exempt from the requirements of the California Environmental Quality Act (CEQA); and provides for enforcement of the ordinance including civil and criminal penalties as necessary; and introduced, waived the reading of, and enacted Urgency Ordinance No. 742 of the Board of Supervisors of the County of Shasta Declaring a Water Shortage Emergency and a Necessity for a Water Conservation Program, Adopting a Water Conservation Program and Finding that the Actions are Exempt from the California Environmental Quality Act in CSA No. 23-Crag View Water.

(See General Ordinance Book)

REGULAR CALENDAR, CONTINUED

GENERAL GOVERNMENT

ADMINISTRATIVE OFFICE/BOARD OF SUPERVISORS

LEGISLATIVE UPDATE/SUPERVISORS' REPORTS

County Executive Officer (CEO) Larry Lees presented an update on specific legislation of importance to Shasta County, including recent proposals to waive wildfire liabilities for parties bearing some or all responsibility. He explained that the County Association of Counties requested that Shasta County sign a letter in opposition to these waivers until further analysis could be conducted.

By motion made, seconded (Kehoe/Morgan), and unanimously carried, the Board of Supervisors approved and authorized the Chairman to sign a letter in opposition to proposals to revise or reduce wildfire liabilities for responsible parties.

Supervisor Moty recently attended meetings of the Sacramento River Forum and Northern Sacramento Valley Integrated Regional Water Management Governing Board.

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Supervisor Morgan recently attended a meeting of the Youth Violence Prevention Council.

Supervisors reported on issues of countywide interest.

SUPPORT SERVICES-PERSONNEL

RESOLUTION 2018-041: REAPPOINT PAUL KJOS AS SHASTA COUNTY AGRICULTURAL COMMISSIONER/SEALER OF WEIGHTS & MEASURES

At the recommendation of Director of Support Services Angela Davis and County Executive Officer Larry Lees and by motion made, seconded (Morgan/Rickert), and unanimously carried, the Board of Supervisors adopted Resolution No. 2018-041 which appoints Paul Kjos as the Agricultural Commissioner/Sealer of Weights and Measures for a four-year term effective June 14, 2018.

(See Resolution Book No. 60)

TREASURER-TAX COLLECTOR/PUBLIC ADMINISTRATOR

ORDER OF DISCHARGE OF ACCOUNTABILITY FOR UNSECURED PROPERTY TAXES FOR CALENDAR YEARS 2003-2006

Treasurer/Tax Collector/Public Administrator Lori Scott explained the requested discharge of accountability. She explained her office's efforts to secure the property taxes in question and stated that 97.99% of taxes were collected in 2017.

In response to questions by Supervisor Kehoe, Ms. Scott described certain accounts and confirmed that none of the accounts in question are currently in contractual relationships with Shasta County.

By motion made, seconded (Kehoe/Morgan), and unanimously carried, the Board of Supervisors approved and authorized the Chairman to sign an Order of Discharge of Accountability pursuant to Revenue and Taxation Code section 2611.1 in the amount of \$145,376.11 for unsecured property taxes made in calendar years 2003 through 2006 plus \$14,536.15 in penalties and \$350.00 in cost on the unpaid unsecured property taxes. (Treasurer-Tax Collector/Public Administrator)

SCHEDULED HEARINGS

FISCAL YEAR (FY) 2018-19 BUDGET HEARINGS**COUNTY EXECUTIVE OFFICER OVERVIEW**

County Chief Financial Officer Terri Howat provided the recommended budget for the Fiscal Year (FY) 2018-19 of \$448.9 million. Ms. Howat stated the FY 2018-19 budget represents an increase of less than \$1 million from the FY 2017-18 adopted budget. Approximately 80 percent of the budget is non-governmental departments with their own special revenue funds, and 20 percent being General Fund departments. General Fund departments have a decrease of .4 million dollars for FY 2018-19 budget.

Ms. Howat explained that five capital projects, which total approximately \$2 million, will be undertaken by Public Works in the next fiscal year. She addressed various unknowns in the budget due to uncertainties at the state level, and spoke to the current status of the County workforce. Ms. Howat spoke regarding the Governor's May revise to the state budget.

CEO Lees highlighted a variety of items of interest, including the Public Employee Retirement System.

In response to questions by Supervisor Kehoe, Mr. Lees confirmed the County's current dollars for other post-employment benefits (OPEB) and that the Board could redirect those dollars by a 4/5 vote.

In response to questions by Supervisor Kehoe, Ms. Howat explained that a large portion of the County's budget is special revenue, which must be spent in a specific way rather than at the discretion of the County.

In response to questions from Supervisor Moty, CEO Lees addressed the transfer of In-Home Supportive Services (IHSS) responsibilities from the State to the County. He stated that the impact to the County would be an additional \$2 million shift.

In response to questions from Supervisor Rickert, CEO Lees stated that he expects some funds to be provided by the State for categorical expenses.

Supervisor Baugh suggested that the Board consider funding five additional positions in the Sheriff's budget and discuss that opportunity in six months' time or when the Sheriff has filled all currently vacant positions.

In response to questions from Supervisor Rickert, CEO Lees clarified that dollars from Pacific Gas & Electric are not allocated to be spent on one particular district.

Supervisor Baugh raised concerns regarding the Probation department budget, specifically regarding the expenses incurred by the Juvenile Rehabilitation Facility (JRF).

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In response to questions from Supervisors Baugh and Kehoe, CEO Lees stated that other counties in close proximity have confirmed that they will not house Shasta County juveniles. CEO Lees also pointed out that, were the JRF to close, the County would have to pay back a bond.

In response to questions from Supervisor Rickert, CEO Lees presented a status update on a request for proposals for outside contractors to evaluate the County's jail procedures and efficiencies. He also stated that the scope of the request for proposals could be expanded if the Board so chose.

In response to questions from Supervisor Moty, CEO Lees described the cost savings associated with addressing rehabilitation at the juvenile level.

In response to questions from Supervisor Moty, Treasurer-Tax Collector Lori Scott stated that her office is responsible for investments for the County. She explained that the County currently has about \$6 million invested. Ms. Scott described her office's investment strategies and committed to providing more detailed information to the Board.

PUBLIC HEARING

The public hearing was opened, at which time no one spoke for or against the recommended budget, and the public hearing was closed.

BUDGET HEARINGS CONSENT CALENDAR

By motion made, seconded (Moty/Rickert), and unanimously carried, the Board of Supervisors adopted the Consent Calendar:

BUDGET UNIT NUMBER-BUDGET UNIT NAME

GENERAL FUND (060)

General Government

100	General Revenue and Transfers
101	Board of Supervisors
102	County Administrative Office
103	Clerk of the Board
110	Auditor-Controller

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111	Treasurer-Tax Collector
112	Assessor
113	Purchasing
120	County Counsel
130	Personnel
140	Elections
165	Economic Development
172	Surveyor
173	Miscellaneous General #1
174	Tobacco Settlement Funds
175	County Service Area Administration
199	Central Service Costs (A-87)

Public Protection

201	Trial Courts
203	Conflict Public Defense
207	County Public Defender
208	Grand Jury
221	County Clerk
237	Sheriff Civil Unit
256	Victim/Witness Assistance
280	Agricultural Commissioner/Sealer of Weights & Measures
290	Recorder
292	Public Guardian
297	Animal Control
299	Public Administrator

Health and Public Assistance

542	County Indigent Cases
543	Housing Authority
570	Veterans Services
590	Community Action Agency

Education and Recreation

611	Library
620	Farm Advisor
621	Joint Lassen/Shasta Farm Advisor
701	Recreation and Parks
710	Veterans' Halls

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Debt Service/Contingency

900 Reserves for Contingencies

ACCUMULATED CAPITAL OUTLAY (040)

161 Accumulated Capital Outlay

CAPITAL PROJECTS-JUVENILE HALL CONSTRUCTION (046)

16902 Juvenile Hall Construction (History)

CAPITAL PROJECTS-ADULT REHAB CONSTRUCTION (047)

16903 Adult Rehabilitation Center Construction (History)

IMPACT MITIGATION FEE FUND (057)

157 Impact Mitigation Fee Administration

CAPITAL PROJECTS - GENERAL (062)

166 Land, Buildings, and Improvements

RESOURCE MANAGEMENT FUND (064)

282 Building Inspection

286 Planning

400 Resource Management General Revenues

402 Environmental Health

GENERAL FEDERAL FOREST TITLE III FUND (065)

176 Title III Projects

DEBT SERVICE (070)

803 County Courthouse Bonds

DEBT SERVICE (072)

805 Administration Center Bonds

DEBT SERVICE (073)

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806 Energy Retrofit Administration

MENTAL HEALTH FUND (080)

410 Mental Health

422 Alcohol and Drug Programs

425 Perinatal Program

MENTAL HEALTH SERVICES ACT FUND (081)

404 Mental Health Services Act

INTER-MOUNTAIN FAIR FUND (100)

159 Inter-Mountain Fair

OPPORTUNITY CENTER FUND (120)

530 Opportunity Center

SOCIAL SERVICES FUND (140)

501 Social Services

502 Health & Human Services Agency Administration

541 Cash Aid Payments

WILDLIFE FUND (150)

294 Wildlife Control

GENERAL RESERVE FUND (170)

160 General Reserves

HOUSING HOME IPP FUND (185)

593 PHA Housing Assistance

HOUSING HOME IPP FUND (186)

592 Housing Home IPP Administration

CALHOME PROP 1C FUNDING (187)

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591 CalHome Prop 1C Funding

ENDANGERED SPECIES FUND (188)

285 Knighton Road Beetle Mitigation

ROAD FUND (190)

301 Roads

ROADS DUST MITIGATION FUND (191)

302 Sacramento Valley Air Pollution Paving

CHILD SUPPORT SERVICES FUND (192)

228 Child Support Services

PUBLIC SAFETY FUND (195)

220 Public Safety General Revenues

227 District Attorney

235 Sheriff

236 Boating Safety

246 Detention Annex

260 Jail

261 Burney Substation

262 Juvenile Hall

263 Probation

287 Coroner

288 Central Dispatch

PUBLIC HEALTH FUND (196)

411 Public Health

412 Shasta County Health Care

417 California Children's Services

SHASTA HOUSING REHABILITATION FUND (197)

596 Housing Rehabilitation Administration

INTERNAL SERVICE FUNDS

Fund 201	Fleet Management (Cost Center 940)
Fund 202	Risk Management (Cost Center 950)
Fund 203	Information Technology (Cost Center 925)
Fund 204	Facilities Management (Cost Center 955)
Fund 205	Shasta Co. Utilities Admin. (Cost Center 00205)

ENTERPRISE FUNDS

Fund 200	Fall River Mills Airport
Fund 206	R. W. Curry West Central Landfill Replacement & Improvement Fund
Fund 207	Solid Waste Administration
Fund 209	R. W. Curry West Central Landfill Closure/Post-Closure Fund
Fund 210	Shasta County Transit

SPECIAL DISTRICTS UNDER BOARD OF SUPERVISORS

Fund 300-	County Service Areas and
399	Permanent Road Divisions
600-	(Includes Fund 391-CSA #1 –
636	County Fire)

OTHER AGENCIES

Fund 371	Shasta County Water Agency
Fund 851	In-Home Supportive Services Public Authority

12:50: p.m.: The Shasta County Board of Supervisors recessed and reconvened as the Shasta County Water Agency.

SPECIAL DISTRICTS/OTHER AGENCIES CONSENT CALENDAR

SHASTA COUNTY WATER AGENCY

The public hearing was opened, at which time no one spoke for or against the recommended budget.

The public hearing was closed.

By motion made, seconded (Morgan/Kehoe), and unanimously carried, the Shasta County Water Agency approved the Shasta County Water Agency FY 2018-19 budget.

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12:51 p.m.: The Shasta County Water Agency adjourned and convened as the Shasta County In-Home Supportive Services (IHSS) Public Authority.

IHSS PUBLIC AUTHORITY

The public hearing was opened, at which time no one spoke for or against the recommended budget, and the public hearing was closed.

By motion made, seconded (Morgan/Moty), and unanimously carried, the Shasta County IHSS Public Authority approved the Shasta County IHSS Public Authority FY 2018-19 budget.

12:52 p.m.: The Shasta County IHSS Public Authority adjourned and convened as the Shasta County Housing Authority.

HOUSING AUTHORITY

The public hearing was opened, at which time no one spoke for or against the recommended budget, and the public hearing was closed.

By motion made, seconded (Moty/Rickert), and unanimously carried, the Shasta County Housing Authority approved the Shasta County Housing Authority FY 2018-19 budget.

12:53 p.m.: The Shasta County Housing Authority adjourned and reconvened as the Shasta County Board of Supervisors.

BUDGET HEARINGS REGULAR CALENDAR

By motion made, seconded (Morgan/Moty), and unanimously carried, the Shasta County Board of Supervisors directed the County Executive officer to prepare, for subsequent Board consideration and action, a FY 2018-19 Adopted Budget resolution. The budget resolution will reflect changes to the FY 2018-19 Recommended Budget, as directed by the Board of Supervisors during budget hearings and subsequent technical adjustments required as additional information regarding State legislative action becomes available.

CLOSED SESSION ANNOUNCEMENT

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Chairman Baugh announced that Closed Session had been pulled from the agenda by the department.

12:56 p.m.: The Board of Supervisors adjourned.

Chairman

ATTEST:

LAWRENCE G. LEES
Clerk of the Board of Supervisors

By _____
Deputy

REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS

BOARD MEETING DATE: June 12, 2018

CATEGORY: Consent - General Government-4.

SUBJECT:

Renewal Agreement with Exam Works Clinical Solutions, LLC, to provide Medicare Set Aside and State Children's Health Insurance Program Reporting Services

DEPARTMENT: Support Services-Risk Management

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

Approve and authorize the Chairman to sign an agreement with Exam Works Clinical Solutions, LLC in an amount not to exceed \$125,000 over the entire term of the agreement to provide Medicare Set Aside and State Children's Health Insurance Program reporting services for the period June 16, 2018 through June 15, 2019, with two automatic one-year renewals.

SUMMARY

N/A

DISCUSSION

Medicare Set Aside Arrangements (MSAs) are future medical cost projections of Medicare covered services for treating the injury or condition that is the basis for a workers' compensation claim when the injured person is, or may reasonably be expected to become a Medicare beneficiary within a specified time frame. The formation of MSAs is a complex and challenging issue, and mishandling them can lead to increased settlement costs, inappropriate MSA allocation amounts, and significant time delays when seeking approval from Medicare.

In addition to Medicare Set-Aside reporting, Exam Works Clinical Solutions, LLC (Exam Works) notifies Medicare of all County workers' compensation claims and provides Medicare status of all claimants to the County in accordance with State Children's Health Insurance Program (SCHIP) requirements.

Legislation (Title 42 of the Code of Federal Regulations) has broadened the reporting requirements for determining potential Medicare costs associated with workers' compensation claims, and requires that requests be submitted to Medicare for approval of the amount allocated for each determination. This is a specialized field, and requires a high level of expertise.

Exam Works is experienced in the field, and has successfully provided their services to Shasta County since 2015, and previously provided their services to Shasta County as Gould & Lamb, LLC, from 2008-2015. Shasta County did not release a competitive procurement to establish this renewal contract as there are limited providers available, and interfaces into the SIMS Claims system were built specifically to support the partnership with Exam Works; however, as a member of the CSAC Excess Insurance Authority (CSAC EIA) Shasta County is able to take advantage of preferred pricing, which was established following a competitive process done by CSAC EIA.

ALTERNATIVES

The Board may choose not to approve this agreement. This is not recommended as Shasta County is able to take advantage of reduced rates offered by Exam Works to CSAC EIA members, and this is a specialized field with a limited amount of providers able to deliver the level of service provided by Exam Works. The Board may request additional information from staff.

OTHER AGENCY INVOLVEMENT

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

FINANCING

There is no additional General Fund impact from this agreement. The funds involved with this agreement are included in the FY 17-18 Risk Management budget and will be included in future proposed budgets. Risk Management’s Workers’ Compensation program is a County internal services fund, and costs are distributed to and included in the departments’ annual budgets. Rates may increase or decrease depending on actual workers’ compensation claims filed and awarded annually.

ATTACHMENTS:

Description	Upload Date	Description
Exam Works Renewal Agreement	5/29/2018	Exam Works Renewal Agreement

No Withholding

**PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF SHASTA AND
EXAMWORKS CLINICAL SOLUTIONS, LLC FOR THE PURPOSE OF PROVIDING
MEDICARE SET ASIDE REPORTING SERVICES**

This agreement is entered into between the County of Shasta, through its Department of Support Services Risk Management Unit, a political subdivision of the State of California ("County") and ExamWorks Clinical Solutions, LLC, a Delaware limited liability company ("Consultant") for the purpose of providing Medicare Set Aside ("MSA") reporting services (collectively, the "Parties" and individually a "Party").

Section 1. DEFINITIONS.

- A. "Claimant" means a person who is covered by any insurance programs of County and/or insurance programs administered by County.
- B. "Conditional Payment Research & Negotiation" means a report providing the amount of conditional payments asserted by the Centers for Medicare & Medicaid Services ("CMS") and the negotiation of these conditional payments to satisfy Medicare's right of recovery.
- C. "Medicare Set Aside Allocation" ("MSA") means a report prepared under requirements of the Medicare Secondary Payer statute and related regulations, that describes the medical condition and likely future costs of care and medications for Medicare covered treatments for an eligible Claimant.
- D. "Qualified Referrals" are defined as:
 - (1) Any Workers' Compensation settlement involving a Medicare Beneficiary with a settlement value greater than \$25,000 or any Workers' Compensation settlement with a settlement value greater than \$250,000; either of which will require an MSA in accordance with CMS policy guidelines previously published; and
 - (2) Any liability or no-fault auto insurance settlement with a Medicare Beneficiary where the total settlement amount ("TSA") is greater than \$20,000 or any Workers' Compensation settlement with a Medicare Beneficiary when the TSA is less than \$25,000; either of which will require a CSA.
- E. "SCHIP" means the State Children's Health Insurance Program.
- F. "Services" means the collection of information by Consultant from County necessary to file any reports or notices as may be required to fully comply with SCHIP, and to file all SCHIP reports on behalf of County as may be required by CMS.

Section 2. RESPONSIBILITIES OF CONSULTANT

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

- A. Provide SCHIP medical-financial reporting services to ensure that County is in compliance with SCHIP reporting requirements as they currently exist or hereafter may be changed.
- B. Upon receipt of all fields of information requested via electronic transfer, Consultant shall conduct Medicare entitlement research to determine if a Claimant is a Medicare beneficiary.
- C. Determine if there are any Medicare conditional payments when requested by County, if a Claimant is a Medicare beneficiary.
- D. When determining that a Claimant is a Medicare beneficiary, Consultant shall file, electronically, with CMS all initial information which may be required by SCHIP and any ongoing required reports.
- E. On files positioned for settlement and involving a Medicare beneficiary, Consultant shall initiate research of conditional payments with the Medicare Secondary Payer Recovery Contractor ("MSPRC") to determine the amount of conditional payments alleged by CMS. Such conditional payment research shall be conducted by Consultant at no additional cost to County.
- F. If Consultant determines that there are Medicare conditional payments on a file preparing for settlement, and if Medicare conditional payments equal or exceed \$2,500, Consultant shall notify the County of such conditional payments and County shall begin negotiating the conditional payment amount with the MSPRC or notify Consultant to begin negotiating the conditional payment amount with MSPRC at Consultant's standard fee for such services or at special fees for such service as may be negotiated with County.
- G. If Consultant receives an "Error Notice" from CMS related to information which had been provided by County, Consultant shall transmit this Error Notice or information to the designated department contact or employee of County within five (5) days of receipt of the Error Notice.
- H. If Consultant determines that an MSA or CSA is appropriate or required for a settlement in accordance with the established County protocols, Consultant shall prepare an MSA/CSA at Consultant's standard fee for such service or at special fees for such service as may be negotiated with County.
- I. On files that have settled and involve a Medicare beneficiary, Consultant shall initiate a request for a conditional payment final demand from the MSPRC to determine the amount of conditional payments demanded by CMS. Such Conditional Payment Final Demand request shall be conducted by Consultant at no additional cost to County.

Section 3. RESPONSIBILITIES OF COUNTY.

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

- A. Compensate Consultant as prescribed in sections 4 and 5 of this agreement and shall monitor the outcomes achieved by Consultant.
- B. Register with CMS as required by SCHIP and subsequent memorandum from CMS or coordinate the registration of its customers which may be Responsible Reporting Entities (“RREs”) as required by SCHIP and subsequent memorandum from CMS.
- C. Designate Consultant as County’s Reporting Agent (“RA”) or require its customers to designate Consultant as its RA or identify customers which will utilize another RA and coordinate activities of all of their customers which may be RREs under SCHIP.
- D. Authorize and instruct County’s Information Technology (“IT”) department to fully cooperate with Consultant’s Information Technology department to maintain and/or upgrade an information transfer system as required by Consultant to perform its services as outlined herein.
- E. Maintain and/or upgrade a computer system, at County’s expense, as requested and instructed by Consultant which is capable of electronically transmitting all information required by Consultant to perform its services under this agreement. In the event that County is unable to maintain and/or upgrade the computer system required by this subsection, this agreement may be terminated immediately upon written notice notwithstanding any provisions to the contrary in this agreement.
- F. Transmit to Consultant only correct information on Claimants and bear responsibility for any damages of any nature resulting from the transmission of incorrect information.
- G. Transmit all information required by Consultant to file the report with CMS at least thirty (30) days prior to mandatory reporting date as established by SCHIP.
- H. Deliver to Consultant the required information and reporting data as required by CMS during the registration process.
- I. Send corrected information within ten (10) days of receipt of the Error Report from Consultant. Should County fail to respond within that time period, Consultant will not be responsible for any damages of any nature, whether direct or consequential, resulting from the failure of County to respond timely.
- J. Authorize Consultant to perform an MSA or CSA within 10 days of being advised by Consultant that such a service is appropriate or required.

- K. Provide updated claims data in a timely manner for accurate reporting to CMS.
- L. Communicate any changes in CMS profile information, primary contact for the County, County termination of relationship, and any other changes that may affect Consultant's ability to accurately report on behalf of the County.
- M. Update fields via Consultant's web-portal with required MIR data as needed to provide accurate reporting to CMS. County bears all responsibility for erroneous data populated in the web-portal system and any incorrect data resulting from data conflicts from their claims system,
- N. Consultant recognizes that specific customers of the County may require that Qualified Referrals be outsourced to another vendor as specified by that customer. County agrees to provide a list of any and all of its customers which instruct County to use a vendor other than Consultant. Further, County agrees to provide Consultant with written confirmation of customer direction as well as any contact information with respect hereto as may be requested by Consultant. County agrees to hold Consultant harmless for reporting errors and/or financial penalties incurred as a result of the use of third-party vendor.

Section 4. COMPENSATION.

Consultant shall be paid for the services described in this agreement as follows:

- A. County shall designate Consultant as its exclusive vendor for all of County's Qualified Referrals (those claims determined to require a MSA or a CSA) and County will utilize other services related to Medicare Secondary Payer ("MSP") compliance identified in Attachment A "Shasta County Pricing Schedule", attached hereto and incorporated herein.
- B. Monthly Mandatory Insurer Reporting (MIR) at the rate of \$500 per month.
- C. In no event shall compensation paid to Consultant pursuant to this agreement exceed \$125,000 over the entire term of this agreement, including any renewal terms as provided for in Section 6 of this agreement.
- D. Contractor's violation or breach of agreement terms may result in fiscal penalties, withholding of compensation, or termination of agreement.
- E. Prorated payment. If the term begins (or ends) on other than the first (or last) day of the calendar month, the payment for the partial month shall be prorated on a per diem basis based upon the number of days of access/services during the month.

Section 5. BILLING AND PAYMENT.

- A. Consultant shall submit to the Department of Support Services by the 10th of each month, an itemized monthly statement or invoice for services rendered. County shall

make payment within 30 days of receipt of Consultant's correct and approved statement or invoice.

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

Section 6. TERM OF AGREEMENT.

The initial term of this agreement shall be for one year beginning June 16, 2018 and ending June 15, 2019. The term of this agreement shall be automatically renewed for two additional one-year terms at the end of the initial term, under the same terms and conditions unless written notice of non-renewal is provided by either Party to the other Party at least 30 days prior to the expiration of the initial term or the then current term. Notwithstanding the foregoing, County shall not be obligated for payments hereunder for any future County fiscal year unless or until County's Board of Supervisors appropriates funds for this agreement in County's budget for that County fiscal year. In the event that funds are not appropriated for this agreement, then this agreement shall end as of June 30 of the last County fiscal year for which funds for this agreement were appropriated. For the purposes of this agreement, the County fiscal year commences on July 1 and ends on June 30 of the following year. County shall notify Consultant in writing of such non-appropriation at the earliest possible date.

Section 7. TERMINATION OF AGREEMENT.

- A. If Consultant materially fails to perform Consultant's responsibilities under this agreement to the satisfaction of County, or if Consultant fails to fulfill in a timely and professional manner Consultant's responsibilities under this agreement, or if Consultant violates any of the terms or provisions of this agreement, then County shall have the right to terminate this agreement for cause effective immediately upon the County giving written notice thereof to Consultant. If termination for cause is given by County to Consultant and it is later determined that Consultant was not in default or the default was excusable, then the notice of termination shall be deemed to have been given without cause pursuant to paragraph B of this section.
- B. County may terminate this agreement without cause on 30 days written notice to Consultant.
- C. County may terminate this agreement immediately upon oral notice should funding cease or be materially decreased during the term of this agreement.
- D. County's right to terminate this agreement may be exercised by the Director of Support Services.
- E. Should this agreement be terminated, Consultant shall promptly provide to County any and all finished and unfinished reports, data, studies, photographs, charts, and other documents prepared by Consultant pursuant to this agreement.

- F. If this agreement is terminated, Consultant shall only be paid for services satisfactorily completed and provided prior to the effective date of termination.

Section 8. ENTIRE AGREEMENT; AMENDMENTS; HEADINGS; EXHIBITS

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

Section 9. NONASSIGNMENT OF AGREEMENT; NON-WAIVER.

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

Section 10. EMPLOYMENT STATUS OF CONSULTANT.

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

shall not be liable for deductions for any amount for any purpose from Consultant's compensation. Consultant shall not be eligible for coverage under County's workers' compensation insurance plan nor shall Consultant be eligible for any other County benefit. Consultant must issue W-2 and 941 Forms for income and employment tax purposes, for all of Consultant's assigned personnel under the terms and conditions of this agreement.

Section 11. INDEMNIFICATION.

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

Section 12. INSURANCE COVERAGE.

- A. Without limiting Consultant's duties of defense and indemnification Consultant and any subcontractor shall obtain, from an insurance carrier authorized to transact business in the State of California, and maintain continuously during the term of this agreement Commercial General Liability Insurance including coverage for owned and non-owned automobiles, and other coverage necessary to protect County and the public with limits of liability of not less than \$1 million per occurrence; such insurance shall be primary as to any other insurance maintained by County.
- B. Consultant and any subcontractor shall obtain and maintain continuously required Workers' Compensation and Employer's Liability Insurance to cover Consultant, subcontractor, Consultant's partner(s), subcontractor's partner(s), Consultant's employees, and subcontractor's(s') employees with an insurance carrier authorized to transact business in the State of California covering the full liability for compensation for injury to those employed by Consultant or subcontractor. Each

such policy shall be endorsed to state that the Workers' Compensation carrier waives its right of subrogation against *County, its elected officials, officers, employees, agents, and volunteers* which might arise in connection with this agreement. Consultant hereby certifies that Consultant is aware of the provisions of section 3700 of the Labor Code, which requires every employer to insure against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of the Labor Code, and Consultant shall comply with such provisions before commencing the performance of the work or the provision of services pursuant to this agreement.

- C. Consultant shall obtain and maintain continuously a policy of Errors and Omissions coverage with limits of liability of not less than \$1 million per occurrence.
- D. Consultant shall require subcontractors to furnish satisfactory proof to County that liability and workers' compensation and other required types of insurance have been obtained and are maintained similar to that required of Consultant pursuant to this agreement.
- E. With regard to all insurance coverage required by this agreement:
 - (1) Any deductible or self-insured retention exceeding \$25,000 for Consultant or subcontractor shall be disclosed to the County Risk Manager prior to the effective date of this agreement.
 - (2) If any insurance coverage required hereunder is provided on a "claims made" rather than "occurrence" form, Consultant or subcontractor shall maintain such insurance coverage with an effective date earlier or equal to the effective date of this agreement and continue coverage for a period of three years after the expiration of this agreement and any extensions thereof. In lieu of maintaining post-agreement expiration coverage as specified above, Consultant or subcontractor may satisfy this provision by purchasing tail coverage for the claims-made policy. Such tail coverage shall, at a minimum, provide the insurance coverage required hereunder for claims received and reported three years after the expiration date of this agreement.
 - (3) All insurance (except workers' compensation and professional liability) shall include *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.
 - (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.”
- (6) The insurance coverage required herein shall be in effect at all times during the term of this agreement. In the event any insurance coverage expires at any time during the term of this agreement, Consultant shall provide County, at least 20 days prior to said expiration date, a new certificate of insurance upon request. In the event Consultant fails to keep in effect at all times insurance coverage as herein provided, County may, in addition to any other remedies it may have, terminate this agreement upon the occurrence of such event.
- (7) Consultant shall provide County a certificate of insurance reflecting its coverage limits before the effective date of this agreement.
- (8) Any of Consultant’s Excess Insurance shall contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of County.

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

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

Section 14. COMPLIANCE WITH LAWS; NON-DISCRIMINATION.

- A. Consultant shall observe and comply with all applicable present and future federal laws, state laws, local laws, codes, rules, regulations, and/or orders that relate to the work or services to be provided pursuant to this agreement.

- B. Consultant shall not discriminate in employment practices or in the delivery of services on the basis of race, color, creed, religion, national origin, sex, age, marital status, sexual orientation, medical condition (including cancer, HIV, and AIDS) physical or mental disability, use of family care leave under either the Family & Medical Leave Act or the California Family Rights Act, or on the basis of any other status or conduct protected by law.
- C. Consultant represents that Consultant is in compliance with and agrees that Consultant shall continue to comply with the Americans with Disabilities Act of 1990 (42 U.S.C. sections 12101, *et seq.*), the Fair Employment and Housing Act (Government Code sections 12900, *et seq.*), and regulations and guidelines issued pursuant thereto.
- D. No funds or compensation received by Consultant under this agreement shall be used by Consultant for sectarian worship, instruction, or proselytization. No funds or compensation received by Consultant under this agreement shall be used to provide direct, immediate, or substantial support to any religious activity.
- E. In addition to any other provisions of this agreement, Consultant shall be solely responsible for any and all damages caused, and/or penalties levied, as the result of Consultant's noncompliance with the provisions of this section.

Section 15. ACCESS TO RECORDS; RECORDS RETENTION.

- A. County, federal, and state officials shall have access to any books, documents, papers, and records of Consultant that are directly pertinent to the subject matter of this agreement for the purpose of auditing or examining the activities of Consultant or County. Except where longer retention is required by federal or state law, Consultant shall maintain all records for five years after County makes final payment hereunder. This provision shall survive the termination, expiration, or cancellation of this agreement.
- B. Consultant shall maintain appropriate records to insure a proper accounting of all funds and expenditures pertaining to the work performed or the services provided pursuant to this agreement. Consultant shall maintain records providing information that account for all funds and expenses related to the provision of services provided pursuant to this agreement. Access to these records shall be provided to County during working days, 8:00 a.m. to 5:00 p.m. and at other times upon reasonable notice by County, and upon request of state and federal agencies charged with the administration of programs related to the work or services to be provided pursuant to this agreement.
- C. Consultant agrees to accept responsibility for receiving, replying to, and/or complying with any audit exception by appropriate federal, state, or County audit directly related to the provisions of this agreement. Consultant agrees to repay County the full amount of payment received for duplicate billings, erroneous billings, audit exceptions, or false or deceptive claims. Consultant agrees that

County may withhold any money due and recover through any appropriate method any money erroneously paid under this agreement if evidence exists of less than full compliance with this agreement including, but not limited to, exercising a right of set-off against any compensation payable to Consultant.

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

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

Section 16. LICENSES AND PERMITS.

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

Section 17. PERFORMANCE STANDARDS.

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

Section 18. CONFLICTS OF INTEREST.

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

Section 19. NOTICES.

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

If to County: Director of Support Services
1450 Court Street, Suite 348
Redding, CA 96001
Phone: (530) 225-5515
Fax: (530) 225-5345

If to Consultant: Scott Huber, Senior Vice President
ExamWorks Clinical Solutions, LLC
2397 Huntcrest Way, Suite 200
Lawrenceville, GA 30043
Phone: (770) 685-6433
Fax: (770) 407-8277

- B. Any oral notice authorized by this agreement shall be given to the persons specified in Section 19.A. and shall be deemed to be effective immediately.
- C. Unless otherwise stated in this agreement, any written or oral notices on behalf of the County as provided for in this agreement may be executed and/or exercised by the County Executive Officer.

Section 20. AGREEMENT PREPARATION.

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

Section 21. COMPLIANCE WITH POLITICAL REFORM ACT.

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

Section 22. PROPERTY TAXES.

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

Section 23. SEVERABILITY.

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

Section 24. COUNTY'S RIGHT OF SETOFF.

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

Section 25. CONFIDENTIALITY.

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

Section 26. SCOPE AND OWNERSHIP OF WORK.

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

SIGNATURE PAGE FOLLOWS

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

COUNTY OF SHASTA

Date: _____

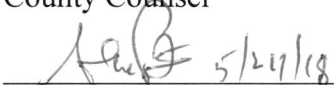
LES BAUGH, CHAIRMAN
Board of Supervisors
County of Shasta
State of California

ATTEST:

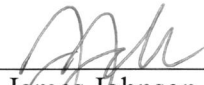
LAWRENCE G. LEES
Clerk of the Board of Supervisors

By: _____
Deputy


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

By:  5/24/18
Adam Pressman
Senior Deputy County Counsel

RISK MANAGEMENT APPROVAL


By:  05/25/18
James Johnson
Risk Management Analyst III

INFORMATION TECHNOLOGY APPROVAL

By:  5/29/2018
Tom Schreiber
Chief Information Officer

CONSULTANT

Date: 5/22/2018

By: 

Jeff Gurtcheff
President and Chief Operating Officer

Tax I.D.: 38-3933203



Clinical Solutions

Shasta County Pricing Schedule

Product	Amount
Workers' Compensation Medicare Set-Aside (MSA) Comprehensive overview of future care recommendations related to the compensable injuries of a claim. Addendum with prescription and treatment recommendations for resolution of potential CMS counter-determination issues. Medicare Eligibility Inquiry and Conditional Payment Research when requested. *Includes up to 3 Dates of Injury (DOI); additional fees may apply for additional DOI(s).	\$2185
Liability Medicare Set-Aside (LMSA) Comprehensive overview of future care recommendations related to the compensable injuries of a claim. Medicare Eligibility Inquiry and Conditional Payment Research when requested. *Includes up to 3 Dates of Injury (DOI); additional fees may apply for additional DOI(s).	\$2185
Claims Settlement Allocation "Adequate consideration" of Medicare's interests. Used in Settlements Judgments and Awards (S/J/A) that does not seek CMS review and approval.	\$1300
iMSA With our exclusive partner Chronovo™ we proudly introduce the iMSA suite. With features like payments over the term of the MSA, replenishing funding, and automated reporting, the iMSA mitigates any ongoing liability.	\$2185
Evidenced Based iMSA (EBiMSA) Applies quantitative and qualitative clinical analysis utilizing established evidence based standards of care. Pharmacists and Life Care Planners use these standards of care and treatment guidelines to deliver a defensible, compliant, quantification of future medical needs. Requires structured settlement funding and professional administration to protect funds.	\$2185
CMS Submission Submission of a settlement and MSA for review and approval by CMS (Centers for Medicare/Medicaid Services).	\$800
Post-Settlement Administration Provides comprehensive Post Settlement Administration in order to safe guard and extend medical funds. Serves to ensure Medicare compliance and help maximize post settlement funds through Professional Administration and Self -Administration solution. ** powered by Ametros.	\$2,500 - Professional Administration \$250 - Self-Administration
Amended Review Claim evaluation determines if the CMS e-review thresholds are met, and an MSA revision and submission commence. The MSA is updated and resubmitted for CMS re-review.	\$1350 – Submission Date > 1 year and < 2 years \$1750 – Submission Date >2 years
Rated Age Only Provides Rated Age obtained through independent underwriter accepted by CMS.	\$75
Medical Cost Projection (MCP) Comprehensive overview of all medical contingencies related to an injury and the related costs of future care; Summary of anticipated lifetime costs for reserve setting; Recommendations to potentially reduce costs with comparative spreadsheet.	\$2100 *\$250 to add Medicare Covered Items sheet
Life Care Plan (LCP) Similar to MCP, prepared for litigation and involves home visit/ communication with the injured party; Comprehensive overview of all medical contingencies related to an injury and the related costs of future care.	\$150/hour
Legal Nurse Review (LNR) A review prepared by a certified legal nurse consultant and who may assist attorney with discovery.	\$150/hour for report

Product	Amount
LiabilityWorks The industry's only retrospective and prospective clinically based assessment tool on the market. Completed by Legal Nurse Consultants and Certified Life Care Planners along with Certified Professional Coders, we scrutinize the completed treatment records and project the future medical needs of the claimant / plaintiff.	\$3500
Medical Bill Analysis (MBA) An analysis of medical charges for appropriateness and causality to the injury of the claim; completed in conjunction with a Legal Nurse Review.	\$150/hour
Medical Bill Review Certified Professional Coders (CPC) provide an accurate, detailed, and defensible tool for addressing medical costs, up-coding, and code unbundling through detailed auditing and analysis. Expert testimony is available.	\$150/hour
MSP Exposure Analysis Claim analysis of MSP exposure by compliance experts.	\$500
Settlement Document Review Compliance experts assist referring parties in assuring appropriateness of settlement language with respect to MSP Compliance.	\$300
Update Revision of previously completed report. *No fee for first update within 6 months of original MSA	\$150/hour
Priority Rush handling of service referral ** \$1,000 for delivery within 2 business days (or on weekend/holiday delivery)	MSP/RxAnalysis \$500 - 5 business days \$250 – Rush Appeal when referred 10 business days of Response Due Date
Records Handling Copy/scanning/ sorting of excessive documentation (in excess of 3,000 pages); Includes incorporation of additional documents.	\$50/hour
Resolution Services Specialist intervention to: obtain missing information or documentation, clarify issues identified during clinical review, and clarify current treatment with treating physician; Additional review by Specialist to develop Action Plan with recommendations; Specialist progress reports provided every 30 days minimally.	\$125/hour
ICD Lookup Complimentary online tool to assist in identifying ICD codes to satisfy MIR requirements. ICD Lookup contains all ICD codes currently accepted by Medicare for MIR, thus reducing potential penalties that a RRE could	No Charge


Clinical Solutions
Shasta County Pricing Schedule

Product	Amount
Medicare Conditional Payment Research (CPR) Identification of Medicare conditional payments related to an injury. <i>*Fee included in MSA referral if within 90 days</i>	No Charge
Medicare Conditional Payment Dispute (CPD) Clinical process to exclude non-related conditional payments or reduce the conditional payment amounts related to an injury.	\$125/hour
Medicare Conditional Payment Appeal Clinical process to exclude non-related final demand payments or reduce the final demand amounts on conditional payments related to an injury.	\$125/hour
Treasury When conditional payment claims convert to the Treasury Department, the Treasury Service is designed to aid in the cessation of collection efforts and reversing offsets.	\$750 - Tier 1 (Less Than \$10k) \$1250 -Tier 2 (\$10k or Greater)
Medicare Conditional Payment Research Final Demand (CPRFD) Service to secure the Conditional Payment final demand letter from BCRC at the time of settlement.	No Charge
Medicare Eligibility Inquiry Only (MEI) 48 hr. TAT response of Medicare beneficiary status only for a claimant.	\$50
Medicare/Social Security Verification Request SSDI information to the claimant's local Social Security office. <i>*Fee included in MSA referral if within 90 days</i>	\$175
Medicaid Conditional Payment Research Identification of Medicaid conditional payments related to an injury.	\$50
Medicaid Conditional Payment Negotiation Process to reduce the amount identified on Medicaid conditional payments related to an injury.	\$125/hour \$500 Cap
Medicare Advantage Plan Conditional Payment Research Identification of Medicare Advantage Plan (Part C) conditional payments related to an injury.	\$250
Medicare Advantage Plan Conditional Payment Negotiation Process to reduce the amount identified on Advantage Plan (Part C) conditional payments related to an injury.	\$500
Quick Cost Succinct cost report, useful for new catastrophic injuries. There is no narrative report, but a table outlining initial estimated costs based on diagnosis and medical information available. Costs are outlined for up to one year and are estimated based on initial case management findings.	\$150/hour

Product	Amount
RxAnalysis Comprehensive narrative overview and analysis and of current drug regimen, including contraindicated and off-label medication use; Cost Savings recommendations for possible alternative drug treatments and/or clinically-supported, alternative programs including opportunities for tapering/weaning; An outline of current medications in the pharmacy treatment plan and alternative medications or identified opportunities for weaning from a medication; Comparative savings spreadsheet.	\$925 ** pricing may vary based on volume of medical records
Provider Outreach Following RX Analysis, pharmacist holds discussion with the treating physician regarding recommended prescription change.	\$625 \$300 for each Additional Provider
Outcome Management Once medication changes have been agreed upon with the physician, pharmacy specialist will monitor medical records/pharmacy history to assure the changes are executed.	\$125/hr
RxD Based upon issues identified prior to or during the completion of the MSA by a Doctor of Pharmacy, we propose alternatives to high cost Medicare-covered medications, and clarify the drug regimen to produce a medically sound and supported MSA. The goal of the program is to impact medication therapy and mitigate MSA drug costs through sending the treating provider(s) a letter with proposals and clinical rationale. As with the RxA, once medication changes have been agreed upon with the physician, pharmacy specialist will monitor medical records/pharmacy history to assure the changes are executed (<i>Outcome Management</i>).	\$125/hr

Product	Amount
Nurse to Doc Clinical Negotiations Respectful discussion with the physician to better understand gaps of time and treatment information where medical rationale is not clear; Provide recommendations about pharmaceutical and treatment information to the attending physician based peer review information, documented feedback from PharmDs on the injured party's medication profile, medical and pharmaceutical expert case reviews and drug and treatment information compared to nationally recognized sources; Outcome for a safer life-long medical plan that results in lower overall costs; Facilitate weaning programs where possible.	Medical, Vocational Case Management & Surgical Protocol \$82 Hr (Professional, Travel/Wait) + Expenses Exceptions: \$87 Hr - TX, IL, MI, NM, Upstate NY \$97 Hr - NY (<i>Westchester, Rockland counties, 5 boroughs and Long Island</i>) \$112 Hr - CA, HI, OR, WA Catastrophic/Bilingual Case Management (Medical & Vocational) After hours CAT hourly rate for first 24 hours \$150 Hr CAT Triage \$150 FLAT (after hours) \$97.00 per Hour (Professional, Travel/Wait) + Expenses Exceptions: \$107/Hr - TX, IL, MI, NM, Upstate NY \$117 Hr - NY (<i>Westchester, Rockland counties, 5 boroughs and Long Island</i>) \$142 Hr - CA, HI, OR, WA
Field Case Management (FCM) Medical case management is a collaborative process that facilitates recommended treatment plans to assure the appropriate medical care is provided to disabled, ill or injured individuals.	
Telephonic Case Management (TCM) Case Manager assesses plans, implements planning, and coordinates all case management activities associated with an injured employee to evaluate the medical and disability needs of an injured worker and facilitates the patient's appropriate and timely return to work, telephonically; Acts as a liaison with patient/family, employer, provider(s), insurance companies and healthcare personnel.	
Catastrophic Case Management Medical case management, the collaborative process that facilitates recommended treatment plans to assure the appropriate medical care is provided to disabled, ill or injured individuals, for a catastrophically defined case.	
Vocational Case Management Vocational rehabilitation services are those vocational services provided directly to a client, the goal of which is to return a client to suitable gainful employment; Standards of practice and competencies include vocational assessment, testing, plan development, job development and placement, training, and self-employment.	

REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS

BOARD MEETING DATE: June 12, 2018

CATEGORY: Consent - General Government-5.

SUBJECT:

Renewal agreement between the County of Shasta and Liebert Cassidy Whitmore, a Professional Corporation, for the purpose of providing labor relations and consultation services as the Chief Labor Negotiator for the County.

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

Approve and authorize the Chairman to sign a renewal agreement with Liebert Cassidy Whitmore in an amount not to exceed \$400,000 over the entire term of the agreement to provide labor relations and consultation services for the period July 1, 2018 through June 30, 2019, with two automatic one-year renewals.

SUMMARY

N/A

DISCUSSION

Liebert Cassidy Whitmore (LCW) currently represents the County in labor relations, providing expert consultation services and labor contract negotiation services, which include, but are not limited to, consulting with and advising the Board of Supervisors and the County Executive Officer in employer-employee relations, and supporting the County in meeting and conferring in good faith with representatives of recognized employee organizations.

Due to LCW being chosen through the competitive procurement process in April, 2013, which resulted in a unique business relationship between LCW and the County for the past five years, a competitive process was not initiated. Further, LCW is currently representing the County in active labor negotiations and it is in the best interest of the County to continue that relationship. Entering into an agreement with a new firm

could impede the successful negotiations that are currently in process.

ALTERNATIVES

The Board may choose to not approve the Agreement. This is not recommended, as the County requires effective and efficient labor relations and consultation services. The Board may request additional information from staff.

OTHER AGENCY INVOLVEMENT

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

FINANCING

There is no Additional General Fund Impact from the Recommended Action. Costs associated with this Agreement are included in the department’s FY 2018-2019 Proposed Budget and will be included in future proposed budgets.

ATTACHMENTS:

Description	Upload Date	Description
Liebert Cassidy Whitmore - Renewal Agreement	6/1/2018	Liebert Cassidy Whitmore - Renewal Agreement

No Withholding

**PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF SHASTA AND
LIEBERT CASSIDY WHITMORE, A PROFESSIONAL CORPORATION**

This agreement is entered into between the County of Shasta, through its Department of Support Services, a political subdivision of the State of California ("County") and Liebert Cassidy Whitmore, a Professional Corporation ("Consultant") for the purpose of providing labor relations and consultation services as the Chief Labor Negotiator for the County (collectively, the "Parties" and individually a "Party").

Section 1. RESPONSIBILITIES OF CONSULTANT.

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

- A. Meet and confer in good faith for and on behalf of the County, as the Chief Labor Negotiator, as the designated representative of the County Executive Officer (CEO) and the Director of Support Services ("Personnel Director"), with representatives of the recognized employee organizations of the County at such times and places to be mutually agreed upon by Consultant and the CEO and/or Personnel Director;
- B. Report to the Board of Supervisors, CEO, and Personnel Director, and any other entity as required by the CEO and Personnel Director, on the progress of meeting and conferring in good faith with the recognized employee organizations;
- C. Provide advice and bargaining strategy for County based on the County's plans to achieve long-term fiscal sustainability;
- D. Provide research and consultation on current trends, legislation, practices, and community standards of other public employers on a variety of labor related issues;
- E. Analyze and consult regarding union requests for information, analyze union proposals, and prepare County proposals and counter proposals. Prepare the final bargaining unit Memorandum of Understanding (MOU) language based on negotiated agreements;
- F. Represent the County in impasse and any subsequent procedures as assigned by the CEO and/or Personnel Director;
- G. Provide support and interpretation of MOU language as requested by CEO and/or Personnel Director;
- H. Advise and consult, as requested, with the CEO and/or Personnel Director on other matters relating to employment conditions and employer-employee relations at such times and places to be mutually agreed upon by the CEO and/or Personnel Director. This may be performed within the County's Joint Information Forum (JIF) management and labor working group;

- I. Consult as to employer-employee issues inclusive of grievances, including assisting with and preparation and presentation of grievances and fact finding as requested by the CEO and/or Personnel Director, and assisting with and preparation and presentation of administrative hearings and arbitrations as requested by the County Counsel; and
- J. Provide strategic planning on specific negotiations as well as overall labor relations strategy.
- K. Consultant shall also undertake additional specific duties, as mutually agreed upon in writing and as assigned by the Personnel Director and/or CEO and/or their designees, which are within the Consultant's expertise. If the Consultant and the Personnel Director and/or CEO and/or their designees are unable to mutually agree in writing upon a specific duty or duties the Consultant shall undertake pursuant to this provision, then the Consultant is not obligated under this agreement to undertake the additional specific duty or duties.
- L. Consultant understands that the County Counsel is the legally empowered legal representative of the County and its officers and employees. To the extent this Agreement involves the provision of legal advice and representation, Consultant shall coordinate with County Counsel in providing such legal advice and representation.

Section 2. RESPONSIBILITIES OF COUNTY.

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

Section 3. COMPENSATION.

Consultant shall be paid for the services described in this agreement as follows:

A. Professional Services:

The Shasta County Personnel Director shall have the option on or before April 30 of each fiscal year to select either the hourly rate or annual retainer compensation option for the upcoming fiscal year. For the purposes of this agreement, the County fiscal year commences on July 1 and ends on June 30 of the following year.

- 1. **Hourly Rate.** Consultant shall be paid at the following rates for the provision of professional services pursuant to this agreement:

Partners	\$350.00
Of Counsel	\$305.00
Associates	\$200.00-\$285.00
Labor Relations/Human Resources Consultant	\$195.00-\$230.00

Paraprofessionals & Litigation Support

\$75.00-\$170.00

OR

2. **Annual Retainer.** Consultant shall be paid an annual retainer. The annual retainer shall be determined as follows: (1) A base amount of \$3,450 per month for professional services related to negotiations with one County bargaining unit in that month (\$41,400 for twelve months) and (2) \$920 per month added to the base amount for professional services related to negotiations with each additional County bargaining unit in that month. The maximum annual retainer is \$129,720. Consultant's hourly charges will be charged against the total annual retainer amount at the reduced hourly rate of \$335. When the entire annual retainer amount is exhausted, any time over the annual retainer amount during that fiscal year shall be billed at the standard hourly rate of \$350. The retainer includes preparation, telephone consultation, attendance at governing board meetings, and negotiations. The retainer does not include time spent engaged in fact-finding that occurs subsequent to the conclusion of mediation with a bargaining unit. The annual retainer amount does not include travel time hours.
- B. **Travel Time.** Consultant shall be paid at the rate of \$350 per hour for travel time for professional services pursuant to this agreement if the hourly rate option is selected by County. Consultant shall be paid at the rate of \$335 per hour for travel time for professional services pursuant to this agreement if the annual retainer option is selected by County. If the annual retainer option is selected and if the entire retainer amount is exhausted, the Consultant shall be paid at the rate of \$350 per hour for travel time for professional services pursuant to this agreement.
- C. **Travel Costs.** For each overnight visit to Shasta County on business for the County, Consultant shall be reimbursed for lodging, meals and incidental costs. The maximum rate of reimbursement is \$160 per night.
- D. During the term of this agreement, the Personnel Director and/or CEO may approve, in writing and in advance, changes in any of Consultant's rates, provided that the increase in any single rate shall not exceed 5 percent over the original rate during the entire term of this agreement and provided further that the rate increase shall not increase the total compensation payable under this agreement.
- E. In no event shall compensation paid to Consultant pursuant to this agreement exceed \$400,000 over the entire term of this agreement, including any renewal terms as provided for in section 5 of this agreement.
- F. Consultant's violation or breach of agreement terms may result in withholding of compensation, or termination of agreement. This provision shall not be construed to limit any other remedies available to County for Consultant's violation or breach of agreement.

Section 4. BILLING AND PAYMENT.

- A. Should County exercise the payment option under Section 3(A)(1), Consultant shall submit to County's Director of Support Services, within twenty (20) days after the first of each month during this agreement, an itemized statement or invoice of services rendered for the previous month, plus any travel costs appropriately chargeable to the County for the previous month. County shall make payment within 30 days of receipt of Consultant's correct and approved statement or invoice.
- B. Should County exercise the payment option under Section 3(A)(2), Consultant shall submit to County's Director of Support Services, within twenty (20) days after the first of each month during this agreement, an itemized statement for the monthly amount set forth in section 3(A)(2) for the current month, plus any travel costs appropriately chargeable to the County for the previous month. County shall make payment within 30 days of receipt of Consultant's correct and approved statement.

Consultant shall submit to County's Director of Support Services, within twenty (20) days after the first of each month, a statement of work and charges against the retainer for the preceding month.
- C. Each statement shall include copies of receipts for reimbursement of allowable travel costs or expenses.
- D. Should County, or the state or federal government, disallow any amount claimed by Consultant, Consultant shall reimburse County, or the state or federal government, as directed by County, or the state or federal government, for such disallowed cost.

Section 5. TERM OF AGREEMENT.

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

Section 6. TERMINATION OF AGREEMENT.

- A. If Consultant materially fails to perform Consultant's responsibilities under this agreement to the satisfaction of County, or if Consultant fails to fulfill in a timely and professional manner Consultant's responsibilities under this agreement, or if Consultant violates any of the terms or provisions of this agreement, then County shall have the right to terminate this agreement for cause effective immediately upon the County giving written notice thereof to Consultant. If termination for cause is given by County to Consultant and it is later determined that Consultant was not in default or the default was excusable, then the notice of termination shall be deemed to have been given without cause pursuant to paragraph B of this section.
- B. County may terminate this agreement without cause on 30 days written notice to Consultant. County shall pay consultant for all work satisfactorily completed as of the date of the notice. Consultant may terminate this agreement upon the written consent of County or for good cause.
- C. County may terminate this agreement immediately upon oral notice should funding cease or be materially decreased during the term of this agreement.
- D. County's right to terminate this agreement may be exercised by action of the Board of Supervisors, the CEO, or the Director of Support Services.
- E. Should this agreement be terminated, Consultant shall promptly provide to County any and all finished and unfinished reports, data, studies, photographs, charts, and other documents prepared by Consultant pursuant to this agreement.
- F. If this agreement is terminated, Consultant shall only be paid for services satisfactorily completed and provided prior to the effective date of termination. Consultant shall also, within 30 days of termination of the agreement, refund to County any and all unused retainer amounts forwarded to Consultant.

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

- A. This agreement supersedes all previous agreements relating to the subject of this agreement and constitutes the entire understanding of the Parties hereto. Consultant shall be entitled to no other benefits other than those specified herein. Consultant specifically acknowledges that in entering into and executing this agreement, Consultant relies solely upon the provisions contained in this agreement and no others.
- B. No changes, amendments, or alterations to this agreement shall be effective unless in writing and signed by both Parties. However, minor amendments, including retroactive, that do not result in a substantial or functional change to the original intent of this agreement and do not cause an increase to the maximum amount payable under this agreement may be agreed to in writing between Consultant and the Director of Support Services or his/her designee, provided that the amendment

is in substantially the same format as the County's standard format amendment contained in the Shasta County Contracts Manual (Administrative Policy 6-101).

- C. The headings that appear in this agreement are for reference purposes only and shall not affect the meaning or construction of this agreement.
- D. If any ambiguity, inconsistency, or conflict exists or arises between the provisions of this agreement and the provisions of any of this agreement's exhibits or appendices, the provisions of this agreement shall govern.

Section 8. NONASSIGNMENT OF AGREEMENT; NON-WAIVER.

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

Section 9. EMPLOYMENT STATUS OF CONSULTANT.

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

Section 10. INDEMNIFICATION.

Consultant shall defend, 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 arising from the negligent acts, willful acts, or errors or omissions of Consultant or any of Consultant's subcontractors, any person employed under Consultant, or under any subcontractor, or in any capacity, related to the work or 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. Consultant shall also defend and indemnify County for any adverse determination made by the Internal Revenue Service

or the State Franchise Tax Board and/or any other taxing or regulatory agency and shall defend, indemnify, and hold harmless County with respect to Consultant's "independent contractor" status that would establish a liability on County for failure to make social security deductions or contributions or income tax withholding payments, or any other legally mandated payment. This provision shall survive the termination, expiration, or cancellation of this agreement.

Section 11. INSURANCE COVERAGE.

- A. Without limiting Consultant's duties of defense and indemnification, Consultant and any subcontractor shall obtain, from an insurance carrier authorized to transact business in the State of California, and maintain continuously during the term of this agreement Commercial General Liability Insurance, including coverage for owned and non-owned automobiles, and other coverage necessary to protect County and the public with limits of liability of not less than \$1 million per occurrence; such insurance shall be primary as to any other insurance maintained by County.
- B. Consultant and any subcontractor shall obtain and maintain continuously required Workers' Compensation and Employer's Liability Insurance to cover Consultant, subcontractor, Consultant's partner(s), subcontractor's partner(s), Consultant's employees, and subcontractor's(s') employees with an insurance carrier authorized to transact business in the State of California covering the full liability for compensation for injury to those employed by Consultant or subcontractor. Each such policy shall be endorsed to state that the Workers' Compensation carrier waives its right of subrogation against *County, its elected officials, officers, employees, agents, and volunteers* which might arise in connection with this agreement. Consultant hereby certifies that Consultant is aware of the provisions of section 3700 of the Labor Code, which requires every employer to insure against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of the Labor Code, and Consultant shall comply with such provisions before commencing the performance of the work or the provision of services pursuant to this agreement.
- C. Consultant shall obtain and maintain continuously a policy of Errors and Omissions coverage with limits of liability of not less than \$1 million per occurrence.
- D. Consultant shall require subcontractors to furnish satisfactory proof to County that liability and workers' compensation and other required types of insurance have been obtained and are maintained similar to that required of Consultant pursuant to this agreement.
- E. With regard to all insurance coverage required by this agreement:
 - (1) Any deductible or self-insured retention exceeding \$25,000 for Consultant or subcontractor shall be disclosed to and be subject to approval by the County Risk Manager prior to the effective date of this agreement.

- (2) If any insurance coverage required hereunder is provided on a “claims made” rather than “occurrence” form, Consultant or subcontractor shall maintain such insurance coverage with an effective date earlier or equal to the effective date of this agreement and continue coverage for a period of three years after the expiration of this agreement and any extensions thereof. In lieu of maintaining post-agreement expiration coverage as specified above, Consultant or subcontractor may satisfy this provision by purchasing tail coverage for the claims-made policy. Such tail coverage shall, at a minimum, provide the insurance coverage required hereunder for claims received and reported three years after the expiration date of this agreement.
- (3) All insurance (except workers' compensation and professional liability) shall include an endorsement or an amendment to the policy of insurance which names *County, its elected officials, officers, employees, agents, and volunteers as additional insureds*. In the event that coverage is reduced or canceled, a notice of said reduction or cancellation shall be provided to County within 24 hours. Any available insurance proceeds in excess of the specified minimum limits and coverage pursuant to the terms of this agreement shall be applicable to the Additional Insured. The additional insureds coverage shall be equal to Insurance Service Office endorsement CG 20 10 for on-going operations, and CG 20 37 for completed operations.
- (4) Each insurance policy (except for workers' compensation and professional liability policies), or an endorsement thereto, shall contain a “separation of insureds” clause which shall read:

“Separation of Insureds.

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

- a. As if each Named Insured were the only Named Insured; and
 - b. Separately to each suit insured against whom a claim is made or suit is brought.”
- (5) Consultant shall provide County with an endorsement or amendment to Consultant’s policy of insurance as evidence of insurance protection before the effective date of this agreement.
 - (6) The insurance coverage required herein shall be in effect at all times during the term of this agreement. In the event any insurance coverage expires at any time during the term of this agreement, Consultant shall provide County, at least 20 days prior to said expiration date, a new endorsement or policy amendment evidencing insurance coverage as provided for herein for not less than the remainder of the term of this agreement or for a period of

not less than one year. In the event Consultant fails to keep in effect at all times insurance coverage as herein provided and a renewal endorsement or policy amendment is not provided within 10 days of the expiration of the endorsement or policy amendment in effect at inception of this agreement, County may, in addition to any other remedies it may have, terminate this agreement upon the occurrence of such event.

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

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

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

Section 13. COMPLIANCE WITH LAWS; NON-DISCRIMINATION.

- A. Consultant shall observe and comply with all applicable present and future federal laws, state laws, local laws, codes, rules, regulations, and/or orders that relate to the work or services to be provided pursuant to this agreement.
- B. Consultant shall not discriminate in employment practices or in the delivery of services on the basis of race, color, creed, religion, national origin, sex, age, marital status, sexual orientation, medical condition (including cancer, HIV, and AIDS) physical or mental disability, use of family care leave under either the Family & Medical Leave Act or the California Family Rights Act, or on the basis of any other status or conduct protected by law.
- C. Consultant represents that Consultant is in compliance with and agrees that Consultant shall continue to comply with the Americans with Disabilities Act of 1990 (42 U.S.C. sections 12101, *et seq.*), the Fair Employment and Housing Act (Government Code sections 12900, *et seq.*), and regulations and guidelines issued pursuant thereto.

- D. No funds or compensation received by Consultant under this agreement shall be used by Consultant for sectarian worship, instruction, or proselytization. No funds or compensation received by Consultant under this agreement shall be used to provide direct, immediate, or substantial support to any religious activity.
- E. In addition to any other provisions of this agreement, Consultant shall be solely responsible for any and all damages caused, and/or penalties levied, as the result of Consultant's noncompliance with the provisions of this section.

Section 14. ACCESS TO RECORDS; RECORDS RETENTION.

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

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

Consultant's failure to comply with state and federal child, family, and spousal support reporting requirements regarding Consultant's employees or failure to implement lawfully served wage and earnings assignment orders or notices of assignment relating to child, family, and spousal support obligations shall constitute a default under this agreement.

Consultant's failure to cure such default within 90 days of notice by County shall be grounds for termination of this agreement.

Section 16. LICENSES AND PERMITS.

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

Section 17. PERFORMANCE STANDARDS.

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

Section 18. CONFLICTS OF INTEREST.

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

Section 19. NOTICES.

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

If to County: Director of Support Services
 1450 Court Street, Suite 348
 Redding, CA 96001
 Phone: (530) 225-5155
 Fax: (530) 225-5345

If to Consultant: Liebert Cassidy Whitmore
 Attn: Gage Dungy, Partner
 400 Capitol Mall, Suite 1260
 Sacramento, CA 95814
 Phone: (916) 584-7000
 Fax: (916) 584-7083

- B. Any oral notice authorized by this agreement shall be given to the persons specified in Section 19.A. and shall be deemed to be effective immediately.
- A. Unless otherwise stated in this agreement, any written or oral notices on behalf of the County as provided for in this agreement may be executed and/or exercised by the County Executive Officer.

Section 20. AGREEMENT PREPARATION.

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

Section 21. COMPLIANCE WITH POLITICAL REFORM ACT.

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

Section 22. PROPERTY TAXES.

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

Section 23. SEVERABILITY.

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

Section 24. COUNTY'S RIGHT OF SETOFF.

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

Section 25. CONFIDENTIALITY.

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

Section 26. SCOPE AND OWNERSHIP OF WORK.

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

Section 27. USE OF COUNTY PROPERTY.

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

SIGNATURE PAGE FOLLOWS

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

COUNTY OF SHASTA

Date: _____

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

ATTEST:

LAWRENCE G. LEES
Clerk of the Board of Supervisors

By: _____
Deputy

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

By: Adam Pressman 5/17/18
Adam Pressman
Senior Deputy County Counsel

RISK MANAGEMENT APPROVAL

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

CONSULTANT

Date: 5/17/18

By: _____
J. Scott Tiedemann, Managing Partner
Liebert Cassidy Whitmore

Tax I.D.#: 95-3658973

REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS

BOARD MEETING DATE: June 12, 2018

CATEGORY: Consent - Health and Human Services-6.

SUBJECT:

Agreement with Aurora Behavioral Healthcare-Santa Rosa, LLC. for Inpatient Psychiatric Hospitalization Services

DEPARTMENT: Health and Human Services Agency-Adult Services

Supervisory District No. : All

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

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

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

RECOMMENDATION

Approve and authorize the Chairman to sign a renewal agreement with Aurora Behavioral Healthcare – Santa Rosa, LLC in amount not to exceed \$250,000 per fiscal year to provide inpatient psychiatric hospitalization services for the period July 1, 2018 through June 30, 2021.

SUMMARY

The proposed renewal will allow Shasta County to continue to purchase acute psychiatric inpatient services on a fee-for-service basis at Aurora Behavioral Healthcare – Santa Rosa, LLC. (Aurora) located in Santa Rosa, California, for Shasta County patients evaluated and referred by Shasta County clinical staff or designee. All services provided under the terms of the agreement must be preauthorized by Shasta County, or designee, and may be for either voluntary or involuntary placements.

DISCUSSION

In addition to hospital room and board, the specific services purchased from Aurora include all medications, psychiatrist time, and laboratory work. Aurora bills the patient's insurance, when applicable, and applies any payments to offset Shasta County costs. The services provided on a fee-for-service basis, means Shasta County is only obligated to pay for beds when a Shasta County resident utilizes the inpatient services at Aurora. Additionally, Aurora bills Medi-Cal for services provided to Medi-Cal beneficiaries.

In addition to the provision of acute psychiatric inpatient hospitalization services for voluntary patients, Aurora is designated as a facility authorized to provide 72- hour involuntary treatment and evaluation under section 5150 of the Welfare and Institutions Code (WIC), as well as 14-day involuntary intensive treatment under WIC Section 5250.

Additionally, this agreement authorizes the Health and Human Services Agency (HHSA) Director (Director), or any HHSA Branch Director designated by Director, to approve rate changes made by Provider, in writing and in advance, and rate changes made by the state, both retroactive and prospective, provided that the increase in any single rate set on the effective

date of signing of this agreement shall not exceed 15 percent during the entire term of this agreement and provided further that any rate increase shall not increase the total compensation payable under this agreement.

ALTERNATIVES

The Board could choose not to approve the agreement, or to approve the agreement at a lesser amount. Neither of these options is recommended, as facilities such as Aurora are scarce. While every attempt is made to minimize use of inpatient hospitalization, it is, at times, the most appropriate treatment option and must be available to use when necessary. Without access to beds, Shasta County may be unable to provide the level of treatment required for Shasta County residents requiring acute psychiatric inpatient hospitalization.

OTHER AGENCY INVOLVEMENT

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

FINANCING

The maximum amount of the agreement with Aurora is \$750,000 during the entire term of the agreement. The agreement is fee-for-service and funds are only expended upon a Shasta County resident utilizing inpatient services at Aurora. Funds for this agreement will be included in the Fiscal Year 2018-19 Requested Budget. There is no additional General Fund impact with the recommended action.

ATTACHMENTS:

Description	Upload Date	Description
Agreement	5/31/2018	Agreement

NO WITHHOLDING

**AGREEMENT BETWEEN
THE COUNTY OF SHASTA AND
AURORA BEHAVIORAL HEALTHCARE-SANTA ROSA LLC**

This agreement is entered into by, and between the County of Shasta, a political subdivision of the State of California, through its Health and Human Services Agency, and Aurora Behavioral Healthcare – Santa Rosa LLC., a California corporation, hereinafter referred to as “Provider” (collectively, the “Parties” and individually a “Party”). For the purposes of this agreement, the County of Shasta and Shasta County Health and Human Services Agency shall be referred to collectively as “County.”

COUNTY OF SHASTA

Date: _____

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

ATTEST:

LAWRENCE G. LEES
Clerk of the Board of Supervisors

By: _____
Deputy

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

By: Alan B. Cox 5/24/18
Alan B. Cox
Deputy County Counsel

RISK MANAGEMENT APPROVAL

By: James Johnson 05/24/18
James Johnson
Risk Management Analyst

PROVIDER

Date: 5/29/18

Susan Rose, CEO

Date: _____

Heather Starr 5/29/18
Heather Starr, CFO

Tax I.D.#: On File

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ARTICLE I
DEFINITIONS

A. General Meaning of Words and Terms.

The words and terms used in this agreement are intended to have their usual meanings unless a particular or more limited meaning is associated with their usage under the provisions of Chapter 7 of Part 3 of Division 9 of the Welfare and Institutions Code (Section 14000 et seq.) and/or Titles 9 and 22 of the California Code of Regulations pertaining to the rendition of health care or unless specifically defined in this Article I or otherwise in this agreement.

B. Beneficiary.

1. Beneficiary shall mean any person certified pursuant to the Welfare and Institutions Code, sections 14016 and 14018, as eligible for Medi-Cal and whose Beneficiary I.D. Number contains Shasta County Code Number 45 as the first two numbers, except that Beneficiary shall not include Medi-Cal beneficiaries enrolled in prepaid health plans or other Managed Care Systems which contract with the State of California Department of Health Services under the provisions of Chapter 7 of Part 3 of Division 9 (sections 14000, et seq.) of the Welfare and Institutions Code and the regulations adopted under Title 22 of the California Code of Regulations.
2. Beneficiary may also include any person whose eligibility for Medi-Cal was not determined until after the rendition of services by Provider or any person admitted to Provider's facility ("Facility"), either voluntarily or involuntarily pursuant to the Lanterman-Petris-Short Act (the "LPS Act," Part 1 of Division 5 of the Welfare and Institutions Code, commencing at section 5000).
3. A Medi-Cal Beneficiary who is also eligible for Medicare hospital benefits under the provisions of Title XVIII of the Social Security Act, (42 U.S.C. §1395c et seq.), and who has not exhausted those benefits, is not considered a Beneficiary within the meaning of this agreement.
4. Beneficiary does not include those persons receiving skilled nursing facility or long-term care services.

C. Inpatient Psychiatric Services.

1. Inpatient Psychiatric Services includes, but is not limited to, the following services when ordered by a Beneficiary's responsible physician or other qualified health practitioner and rendered in accordance with Title 22 of the California Code of Regulations to a Beneficiary, subject, however, to such exclusions, limitations, exceptions, and conditions as are otherwise set forth in any provision of this agreement or any Exhibit hereto:
 - a. Semi-private room accommodations including bed, board, and related services.
 - b. 24-hour nursing care.
 - c. Pharmaceuticals.
 - d. Dietary.
 - e. Physical and mental examination for assessment and diagnosis - technical component.
 - f. Crisis intervention services.
 - g. Administration and supervision of the clinical use of psychotropic medications.
 - h. Individual and group psychotherapy.

- i. Art, recreational, and vocational therapy.
- j. Clinical laboratory services.
- k. Social services.
- l. Services of psychiatrist and/or psychologist under contract by Provider for a Short-Doyle Indigent.
- m. Services of psychiatrist and/or psychologist not included in the provisions for managed Medi-Cal Beneficiaries.
- n. Supplies, appliances, and equipment.

D. **Plan.**

Plan refers to the Inpatient Managed Care Plan of the State of California that consolidates the dual private Fee-For-Service and public Short-Doyle/Medi-Cal System into a single coordinated service system administered by Shasta County.

E. **Claim.**

Claim shall mean a claim for compensation filed by Provider in accordance with Medi-Cal policy and procedures as specified in Title 22, California Code of Regulations; the State Fiscal Intermediary Provider Manual and Bulletins; and as specified by Shasta County.

F. **County.**

County means the County of Shasta, a political subdivision of the State of California, and shall be deemed to include the Shasta County Health and Human Services Agency.

G. **State.**

State shall mean the State of California Department of Health Care Services.

H. **Delegate.**

Delegate means any natural or corporate person to whom Provider, by contract or otherwise, transfers or assigns the responsibility to perform any covenant assumed by Provider in this agreement.

I. **Administrative Day.**

Administrative day shall mean any day of care in an acute care facility for which acute inpatient care is not required as approved by Shasta County.

J. **Fiscal Intermediary.**

Fiscal intermediary means that person(s) or entity who/that has contracted as specified in section 14104.3 of the Welfare and Institutions Code with the State of California Department of Health Care Services to perform fiscal intermediary services related to this agreement.

K. **Provider.**

Provider shall mean Aurora Behavioral Healthcare- Santa Rosa LLC, a California corporation.

L. **Shall.**

Shall is used to specify an obligation of either County or Provider and denotes a mandatory function or direction.

M. **May.**

May is used to indicate a permissive or discretionary term or function.

N. **Emergency Services.**

Emergency Services mean those services provided to an individual, which are necessary to screen and treat a medical condition that shows itself by acute symptoms of sufficient severity, including severe pain, such that the absence of immediate medical care could be reasonably expected to result in one of the following:

- a. Placing the individual's health, or, with respect to a pregnant woman, her health or her unborn child's health, in serious jeopardy.
- b. Serious impairment to bodily function or serious dysfunction of any bodily organ or part.
- c. With respect to a pregnant woman who is having contractions, Emergency Services includes those medical services which are necessary to effectuate a safe delivery of the child while protecting the health of the pregnant woman, when there is inadequate time to affect a safe transfer to another hospital or facility before delivery or when a transfer may threaten the health or safety of the pregnant woman or the unborn child.

Emergency Services includes emergency screening and stabilizing treatment that the Provider is required to provide in accordance with state and federal law.

O. **Medically Necessary.**

Medically Necessary shall mean medical services that are:

- a. Determined to be appropriate and necessary for the symptoms, diagnosis, or treatment of the medical conditions of a Beneficiary.
- b. Provided for the diagnosis or care and treatment of a Beneficiary's medical condition.
- c. Within the standards of the Provider and medical practice within the community. Medically Necessary services include Emergency Services.

P. Short-Doyle refers to the Short-Doyle/Bronzan-McCorquodale Act, Part 2 of Division 5 (commencing with section 5600) of the Welfare and Institutions Code.

ARTICLE II
HOSPITAL PERFORMANCE PROVISIONS

A. Services Provided by Provider.

1. In accordance with the terms and conditions of this agreement, Provider shall provide Inpatient Psychiatric Services to Beneficiaries subject to the availability of space in Provider's Facility.
2. For all Inpatient Psychiatric Service provided pursuant to this agreement, Provider assumes full responsibility for the provision of those Inpatient Psychiatric services in accordance with Part 2.5 of Division 5 (commencing at section 5775) and Article 5 of Chapter 8.8 of Part 3 of Division 9 (commencing at section 14680) of the Welfare and Institutions Code, and all regulations adopted pursuant thereto, through a delegate, or as otherwise provided in this agreement. For all Inpatient Psychiatric Services provided pursuant to this agreement, Provider agrees to accept as payment in full those payments made to Provider in accordance with Article IV and **EXHIBIT NO. 1** of this agreement. County agrees to pay Provider for Inpatient Psychiatric Services rendered in accordance with the terms and conditions of Article IV and **EXHIBIT NO. 1** of this agreement.
3. Provider shall at its own expense provide and maintain facilities and professional, allied, and supportive medical and paramedical personnel to provide all necessary and appropriate Inpatient Psychiatric Services in accordance with this agreement.
4. Provider shall at its own expense provide and maintain the organizational administrative capabilities to carry out its duties and responsibilities under this agreement and all applicable statutes and regulations pertaining to Medi-Cal providers.
5. For the purposes of Article II.A.1 of this agreement, "Beneficiaries," means any individual who meets the criteria for a Medi-Cal beneficiary without reference to residence, domicile, or any other geographic factor and as provided in Article I.B. of this agreement.
6. For the purposes of Article II.A.2 of this agreement, "all Inpatient Psychiatric Services" means the services specified in Article I.C. of this agreement, and Emergency Services means the services specified in Article I.N. of this agreement.

B. Licensing and Certification.

1. Provider hereby represents and warrants that it is currently, and for the duration of this agreement shall remain, licensed as a general acute care hospital or acute psychiatric hospital in accordance with Chapter 2 of Division 2 of the Health and Safety Code (commencing at section 1250) and the licensing regulations contained in Titles 22 and 17 of the California Code of Regulations.
2. Provider hereby represents and warrants that it is currently, and for the duration of this agreement shall remain, certified under Title XVIII of the Social Security Act (commencing at 42 U.S.C. §1395).
3. Provider agrees to comply with its obligation to remain licensed as a general acute care hospital or acute psychiatric hospital as provided in Article II.B.1. of this agreement and to remain certified under Title XVIII of the Social Security Act as provided in Article II.B.2. of this agreement.

C. Services Neither Covered Nor Compensated.

1. Provider shall not be obligated to provide Beneficiaries with, and County shall not be obligated to compensate Provider for the following services pursuant to this agreement (services not covered under County's allocations from the State):

- a. Services rendered under the State of California Children's Services Program that are not reimbursable under the State's Medi-Cal program.
- b. Dental services, as defined in Title 22, California Code of Regulations, section 51059.
- c. Long-term care institutional services.
- d. Outpatient services.

D. Availability of Services.

1. Provider shall not differentiate or discriminate in the treatment of Medi-Cal beneficiaries, nor shall Provider discriminate on the basis of race, color, creed, religion, national origin, sex, physical or mental disability, age, marital status, or sexual orientation.
2. Provider shall render services to Beneficiaries in the same manner and in accordance with the same time availability as offered to Provider's other patients except as limited by existing Medi-Cal restrictions.
3. Provider shall retain the right, within its sole discretion, to alter, enlarge, reconstruct, modify, or shut down all or any part of its Facility provided, however, that written notice of any action described herein which would materially affect the services available to Beneficiaries under this agreement, shall be given to County at least 30 days prior to implementation of such change, and County shall maintain the right to terminate this agreement without cause upon providing Provider with 30 days prior written notice from the date in which notice was received by County of such change.

E. County Not to Interfere with Provider.

Provider and County acknowledge that County's responsibilities under this agreement and governing legislation and regulations, do not create a right for County to interfere in treatment methods or methodologies used by Provider or by treating or attending physicians providing services under this agreement provided that such services are rendered in accordance with this agreement and with governing laws and regulations. Provider shall operate as an independent contractor as described in Article XII.E. of this agreement.

F. Utilization Controls.

County shall not be obligated to pay Provider for any services provided to a Beneficiary pursuant to this agreement unless Provider adheres to all utilization controls and obtains authorization for services in accordance with Medi-Cal policy and procedures as prescribed in Title 22 of the California Code of Regulations and in the State Fiscal Intermediary Provider Manual and bulletins.

G. Services Authorization.

1. Provider and County acknowledge that County's responsibilities under this agreement and under governing legislation and regulations require that, except when Emergency Services are being provided, Provider consult with County concerning individuals who may be eligible for Psychiatric Inpatient Services under the terms of this agreement. Therefore, in order to exercise its responsibilities (both under this agreement and pursuant to legislation and regulations,) County requires that Provider consult with County concerning individuals not referred to Provider by County so that County can determine whether criteria for Medically Necessary services (as defined in Article I.O., of this agreement), appropriateness of admission, length of proposed services, and other determinants as defined in funding legislation and regulations and as described in Article III of this agreement have been met.

2. Provider shall provide such consultation by contacting County prior to admission of an individual whom Provider believes is eligible for, and in need of, services under this agreement, in all cases (except emergency admission) in which County's staff is not the source of the referral.

H. **Utilization Controls Compliance by Provider as Condition Precedent to County Payment Obligation.**

As a condition precedent to any County payment obligation under the terms of this agreement, Provider shall adhere to County's Quality Management Plan including utilization controls, State of California Department of Health Care Services (or any other subsequent applicable state agency) Letters and Notices, as well as subdivision (g) of section 5777 of the Welfare and Institutions Code and regulations adopted pursuant thereto.

I. **Appointments of Liaisons and Agency Status.**

1. Provider shall designate in writing a person to act as liaison to County. Such person shall coordinate all communications between the Parties.
2. County shall designate a liaison in conformity with procedures and with such authority as specified in Article X.C. of this agreement. Communications to County shall be submitted by the Provider to the Shasta County Health and Human Services Agency ("HHSA") Director ("Director") or any HHSA Branch Director designated by the HHSA Director at the following address: Shasta County Health and Human Services Agency, P.O. Box 496005, Redding, CA, 96049-6005.

J. **Service Locations.**

Inpatient Psychiatric services rendered by Provider pursuant to this agreement shall be rendered at the following Facility:

Aurora Behavioral Health
1287 Fulton Road
Santa Rosa, CA 95401

K. **Quality of Care.**

- i. As a condition precedent to any payment by County to Provider under the terms of this agreement, whether performance pursuant to this agreement is by the Provider directly or by a delegate as permitted herein, Provider shall:
 - a. Assure that any and all eligible Beneficiaries receive care as required by Part 2.5 of Division 5 (commencing at section 5777) and Article 5 of Chapter 8.8 of Part 3 of Division 9 (commencing at section 14680) of the Welfare and Institutions Code.
 - b. Take such actions as required by Provider's Medical Staff Bylaws against Medical Staff members who violate those Bylaws.
 - c. Provide Inpatient Psychiatric Services in the same manner to Beneficiaries as it provides to all patients to whom it renders Inpatient Psychiatric Services.
 - d. Not discriminate against Beneficiaries in any manner including admission practices and placement in special wings or rooms, nor make any provision for special or separate meals unless medically necessary.

L. **Payment in Full.**

Whether rendered directly or through the instrumentality of a delegate as permitted under this agreement, Provider shall bear the total cost of Inpatient Psychiatric Services rendered to each Beneficiary covered in this

agreement. This means that Provider covenants to accept as payment in full for the Inpatient Psychiatric Services described herein, the payments made by County pursuant to Article IV. of this agreement.

ARTICLE III
PROGRAMMATIC/ADMISSION PROVISIONS

A. Goals and Objectives of Plan.

The goal of County's Inpatient Local Managed Mental Health Care Plan (the "Plan") is to assure Beneficiary access to quality coordinated mental health services and the avoidance of service duplication and unnecessary costs. The objective, whenever clinically appropriate, is to divert Beneficiaries into community-based services.

B. Contact Prior to Admission.

Provider shall contact Shasta County Transitions, Admissions and Discharge Team ("TAD Team") for authorization prior to any planned admission to Provider's Facility pursuant to this agreement. In the cases of admissions for Emergency Services, Provider shall obtain from County authorization within 10 calendar days of said admission. This contact can be initiated by telephone to the TAD Team at (530) 225-5204.

C. Outpatient Consideration.

Before authorizing an admission to the Facility, Provider shall provide, at County's request, an assessment as to the reason why the Beneficiary cannot be treated at a lower level of care, i.e., outpatient services.

D. Agreement for Admission.

A Treatment Authorization Request ("TAR") Form 18-3 must be completed and submitted to County via FAX (530-225-5950) or courier so that it is received prior to expiration of the first 48 hours of admission, and medical records must be forwarded to County pursuant to Article III.G. of this agreement. When Provider and County have agreed that admission to the Facility is appropriate, County agrees to provide full payment for services for the first 48 hours of admission except when medical necessity is not established due to insufficient or illegible documentation. In the event a TAR Form 18-3 is not approved by County due to insufficient or illegible documentation, County will not be liable for payment for any hours of admission up to and including the first 48 hours of admission.

E. Consultative/Retrospective Review.

Following the initial 48 hours of admission, County's personnel shall consult with Provider on the need for ongoing Inpatient Psychiatric Services and/or transfer to County for ongoing and/or follow-up services. This consultation does not imply payment. Questions concerning such consultations can be forwarded to the County's Managed Care Program Manager. Payment authorization, if required under this agreement, will occur retrospectively upon discharge.

F. Discharge Planning.

A key component of the Plan is to assure that Beneficiaries avoid future hospitalizations. In this regard, it is essential that County and Provider work collaboratively to develop a quality discharge strategy. Upon being informed of a Planned Discharge, Provider shall contact the TAD Team as soon as Beneficiary is determined by facility to be ready for discharge within 24 hours to coordinate discharge planning with County. Regarding Unplanned Discharges, Provider shall make all best efforts to contact TAD Team as soon as Beneficiary is determined by facility to be ready for discharge.

G. Beneficiary's Medical Record/Treatment Authorization Request.

1. Provider must provide County with legible copies of the following medical records and TAR forms for each discharged Beneficiary no later than 14 calendar days from the date of discharge for each admission:

- a. Comprehensive psychiatric evaluation.
 - b. M.D. orders.
 - c. Treatment plan.
 - d. Progress notes.
 - e. Discharge plan.
 - f. Any other clinical information that Provider deems appropriate.
2. Failure of Provider to provide the aforementioned medical records and the TAR forms in a legible format and within 14 calendar days of discharge date may result in all charges for the Beneficiary's dates of service for that admission being denied in total on retrospective review.

H. **State Regulations.**

Nothing in this Article (Article III) is intended to supersede the Medi-Cal Psychiatric Inpatient Hospital Services Consolidation Emergency Regulations of the State of California Department of Health Care Services (or any other subsequent appropriate state agency).

I. **Beneficiaries Age 21 and Under.**

In compliance with legal requirements of *Emily Q. v. Bonta* [C.D.Cal.,2001,CV 98-4181], Provider shall provide a copy of the brochure describing the Early and Periodic Screening, Diagnosis, and Treatment program and entitled "Medi-Cal Services for Children and Young People: Early and Periodic Screening, Diagnosis, and Treatment Mental Health Services" and a copy of the Therapeutic Behavioral Services notice entitled "Medi-Cal Services for Children and Young People: Therapeutic Behavioral Services" to all full-scope Medi-Cal Beneficiaries under 21 years of age admitted to Provider's Facility pursuant to this agreement, as well as their legal representatives. It is the responsibility of Provider to ensure that sufficient numbers of these notices are available at the Facility at all times.

ARTICLE IV.
PAYMENT PROCEDURE

A. Coordination of Benefits.

Provider shall use reasonable efforts to collect monies due and owing for Covered Services (CS) provided to a Beneficiary, from the Federal Medicare program, and from private health insurance plans when Provider has knowledge that a patient is a Beneficiary receiving Inpatient Psychiatric Services under this agreement is also a beneficiary of the Federal Medicare program or a private health insurance plan. In the event Provider collects monies from one of the foregoing entities, Provider shall notify County and County's compensation obligations under this agreement shall be reduced by the amount actually collected by Provider. No adjustment shall be made for any amounts that Provider is unable to collect.

B. Billing Procedures.

Provider shall submit claims to the Fiscal Intermediary for all services rendered under the terms of this agreement in accordance with the applicable billing requirements contained in section 5778 of the Welfare and Institutions Code and the regulations adopted pursuant thereto.

C. Day of Service.

A Day of Service shall be billed for each Beneficiary who meets admission and/or continued stay criteria, documentation requirements, treatment and discharge planning requirements, and occupies a psychiatric inpatient hospital bed at 12:00 midnight in the Facility of either Provider or the facilities of an authorized appropriately licensed Provider subcontractor.

D. Reimbursement.

1. Reimbursement shall be on a Fee-For-Service basis at an all-inclusive negotiated rate as stated in **EXHIBIT NO. 1** of this agreement. A Day of Service shall be billed for each Beneficiary who meets admission and/or continued stay criteria, documentation requirements, treatment and discharge planning requirements, and occupies a psychiatric inpatient hospital bed pursuant to Article IV.C. of this agreement. Professional fees are not included in the daily rate.
2. During the term of this agreement, the Health and Human Services Agency ("HHSA") Director ("Director"), or any HHSA Branch Director designated by Director, may approve, rate changes made by Provider, in writing and in advance, and rate changes made by the state, both retroactive and prospective, provided that the increase in any single rate set forth in **EXHIBIT NO. 1** on the effective date of signing of this agreement shall not exceed 15 percent during the entire term of this agreement provided further that any rate increase shall not increase the total compensation payable under this agreement.

E. Reimbursement Definitions as Applied to this Agreement.

1. Administrative Days.

There will be reimbursement for those days authorized by Provider or Provider's Utilization Review Committee in an acute inpatient facility when, due to the lack of Medi-Cal-eligible nursing facility, the Beneficiary's stay at an acute inpatient facility must be continued beyond the Beneficiary's need for acute care. Provider is responsible for contacting appropriate facilities within a 60-mile radius at least once each five working days until the Beneficiary is placed or no longer requires that level of care. These contacts must be documented by a brief description of status and the signature of the person making the contacts. The Physician Reviewer or a Utilization Review Committee must monitor the Beneficiary's chart on a weekly basis to determine if the Beneficiary's status has changed or that no facility exists within a 60-mile radius. After written approval of County, at least one

facility can be contacted weekly to meet the foregoing requirement of contracting appropriate facilities within a 60-mile radius when it is determined by County that this finding has been documented in the Beneficiary's chart.

F. **Rate Exclusion.**

The rate structure in **EXHIBIT NO. 1** of this agreement is intended by both County and Provider to be inclusive of all services defined and provided pursuant to this agreement.

**ARTICLE V.
INDEMNIFICATION & INSURANCE**

A. Indemnification and Insurance.

1. Hold Harmless.

It is agreed by the Parties to this agreement, Provider and County, that each will mutually indemnify, defend and hold the other Party and its appointed and elected officials, officers, volunteers, agents, and employees harmless from all costs, expenses, losses and damages, including death, personal injuries and damages to property caused or contributed to by any act or neglect of such Party, its appointed or elected officials, officers, volunteers, agents, or employees in the performance of this agreement.

2. Insurance Requirements.

- a. Without limiting Provider's duties of defense and indemnification, Provider shall obtain, from an insurance carrier authorized to transact business in the State of California or maintain programs of self insurance approved by County's Risk Manager, and maintain continuously during the term of this agreement, Commercial General Liability Insurance, including coverage for owned and non-owned automobiles, with limits of liability of not less than \$1 million per occurrence and \$3 million aggregate bodily injury and property damage; such insurance shall be primary as to any other insurance maintained by County for the acts of Provider and its employees.
- b. Provider and any subcontractor shall obtain and maintain continuously Workers' Compensation and Employer's Liability Insurance to cover Provider and Provider'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 Provider or maintain programs of self insurance therefore and as approved by County's Risk Manager. 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. Provider hereby certifies that Provider 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 Provider shall comply with such provisions before commencing the performance of the work or the provision of services pursuant to this agreement.
- c. Provider shall obtain and maintain continuously a policy of Errors and Omissions coverage with limits of liability of not less than the \$1 million per occurrence and \$3 million annual aggregate.
- d. With regard to all insurance coverage required by this agreement:
 - (1) Any deductible or self-insured retention exceeding \$25,000 for Provider or subcontractor shall be disclosed to and be subject to approval by County's Risk Manager prior to the effective date of this agreement.
 - (2) If any insurance coverage required hereunder is provided on a "claims made" rather than "occurrence" form, Provider 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, Provider may satisfy this provision by purchasing tail coverage for the claims-made policy. Such tail coverage shall, at a minimum, provide the

insurance coverage required hereunder for claims received and reported three years after the expiration date of this agreement.

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

- (4) 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) Provider shall provide County with a certificate of insurance as evidence of insurance protection before the effective date of this agreement.
- (6) The insurance 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, Provider shall provide, at least twenty (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 Provider fails to keep in effect at all times insurance coverage as herein provided and a renewal endorsement or policy amendment is not provided within 10 days of the expiration of the endorsement or policy amendment in effect at inception of this agreement, County may, in addition to any other remedies it may have, terminate this agreement upon the occurrence of such event and pay in full all contractual invoices for work completed prior to expiration of insurance.
- (7) If the endorsement or amendment does not reflect the limits of liability provided by the policy of insurance, Provider shall provide County a certificate of insurance reflecting those limits.
- (8) Any of Provider's Excess Insurance shall contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of the County.

ARTICLE VI.
RECORDS, AUDITS, REPORTS, AND RECOVERY OF OVERPAYMENTS

A. Inspection Rights.

1. Provider, upon written request, shall make all of its books and records pertaining to the services furnished under the terms of this agreement available for inspection, examination, or copying:
 - a. By County, agents of the State of California, and the United States Department of Health and Human Services.
 - b. At all reasonable times at Provider's Facility or Provider's place(s) of business or at such other mutually-agreeable location(s) in California.
 - c. In a form maintained in accordance with the general standards applicable to such books or records.
 - d. For a term of at least seven years from the close of the County Fiscal Year in which this agreement was in last effect, or until resolution of any audit, review, claim, or litigation pursuant thereto, whichever is later. For the purposes of this agreement, the County Fiscal Year begins on July 1 and ends on June 30 of the following calendar year.
 - e. By making adequate office space available for review teams or auditors to perform the inspection, examination, and/or copying described herein. Such space must be capable of being locked and secured to protect the work of the review team or auditors during the period of their inspection, examination, and/or copying.
 - f. By permitting on-site reviews and audits during normal working hours with at least 72- hour notice, except that unannounced on-site reviews and requests for information may be made at the sole discretion of the inspecting entity in those exceptional situations where arrangement of an appointment beforehand is clearly not possible or clearly inappropriate to the nature of the intended review and/or audit.
2. These audits or reviews may evaluate the following matters pertinent to Medi-Cal beneficiaries:
 - a. Level and quality of care, and the necessity and appropriateness of the services provided.
 - b. Internal procedures for assuring efficiency, economy, and quality of care.
 - c. Grievances or complaints relating to medical care and their disposition.
 - d. Beneficiary-related financial records when determined necessary by County to assure accountability for public funds.
3. The Parties agree that the purpose of the audits and reviews authorized by Article VI.A. of this agreement is solely to assess Provider and Provider's subcontractor's compliance with the terms and conditions of this agreement.
4. Provider does not waive the provisions of Evidence Code section 1157 with regard to medical staff records as applicable to state and federal laws and Provider's Bylaws.

B. Records to be Kept; Audits or Review; Availability; Period of Retention.

1. Provider or such Parties thereof as may be engaged in the performance of this agreement and subject to the inspection, examination, and copying of the information specified in this Article (Article VI)

shall, upon 48 hours of advance notice and during customary business hours, be subject to inspection, examination, and copying by any duly authorized agents of County, the State of California Department of Health Care Services (or any other subsequent appropriate state agency), the United States Department of Health and Human Services, and the Comptroller General of the United States. The United States Department of Health and Human Services and Comptroller of the United States are intended third-party beneficiaries of this covenant.

2. Provider shall maintain complete financial records including an annual, independent audit prepared in accordance with OMB Circular A-133, which clearly reflects the actual cost of each type of service for which Provider claims payment hereunder. The Beneficiary-eligibility determination and the fees charged to and collected from Beneficiaries shall also be shown in such records, and any apportionment of costs shall be made in accordance with P.L. 98-502 (31 USC §7501 et seq.), OMB A-133 and generally accepted accounting principles.
3. Provider shall maintain the above information in accordance with Medicare principles of reimbursement and consistent with the requirements of the State of California Health Facilities Commission. In cases where any of the above requirements are in conflict, Provider's compliance with any one of such requirements is sufficient.
4. Provider shall maintain medical records as required by sections 70747 through 70751 of Title 22 of the California Code of Regulations and other records related to a Beneficiary's eligibility for services, the service rendered, the Beneficiary to whom the service was rendered, the date of the service, the medical necessity of the service, and the quality of service provided. Records shall be maintained in accordance with section 51476 of Title 22 of the California Code of Regulations. The foregoing constitutes "records" for the purposes of this Article (Article VI).

C. Subcontracts.

Provider shall maintain and make available to County, the United States Department of Health and Human Services, and agents of the State of California, upon written request, copies of all subcontracts for the performance of any of Provider's obligations and responsibilities under this agreement. Provider shall assure that all subcontracts entered into from the effective date of this agreement shall require subcontractors to:

1. Make all applicable books and records pertaining to this agreement available upon 48 hours of advance notice and during customary business hours for inspection, examination, or copying by County, the State of California Department of Health Services, or the United States Department of Health and Human Services.
2. Retain such books and records for a term of seven years from the close of the State of California's fiscal year in which the subcontract became effective or until resolution of any audit, review, or claim, or litigation pursuant thereto, whichever is later.

D. Recovery of Overpayments to Provider, Liability for Interest.

1. When an audit or review performed by any authorized agency discloses that Provider has been overpaid under this agreement, or where the total payments exceed the total liability under this agreement, Provider covenants that any such overpayment or excess payments over liability may be recouped by County by withholding the amount due from future payments, seeking recovery by payment from Provider, or a combination of these two methods.
2. When recoupment or recovery is sought under Article VI.D.1. of this agreement, Provider may appeal according to applicable procedural requirements of the regulations adopted pursuant to Part 2.5 of Division 5 (commencing at section 5775) of the Welfare and Institutions Code with the following exceptions:

- a. The process for recovery or recoupment shall commence within 60 days after issuance of account status or demand resulting from an audit or review and shall not be deferred or tolled by the filing of a request for an appeal according to the applicable regulations.
- b. Provider's liability to County for any overpayment or excess payment shall be as provided in section 5779(e) of the Welfare and Institutions Code.

E. Confidentiality of Beneficiary Information.

Notwithstanding any other provision of this agreement, names of Beneficiaries receiving public social services hereunder are confidential and are to be protected from unauthorized disclosure in accordance with Chapter IV of Subchapter C of Part 431 of Subpart F of Title 42, of the Code of Federal Regulations (commencing at section 431.300) and section 14100.2 of the Welfare and Institutions Code and regulations adopted there under. For the purpose of this agreement, all information, records, data, and data elements collected and maintained under this agreement and pertaining to Beneficiaries shall be protected by Provider from unauthorized disclosure. This provision shall survive the termination, expiration, or cancellation of this agreement.

In addition, Provider shall comply with all other applicable state and federal requirements regarding confidentiality of patient information (including, but not limited to, section 5328 of the Welfare and Institutions Code; section 56.10 of the Civil Code; the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the privacy and security regulations adopted pursuant thereto; Title 42, Code of Federal Regulations, Part 2; and Title 45, Code of Federal Regulations, section 205.50). This provision shall survive the termination, expiration, or cancellation of this agreement.

F. Protection of Confidentiality and Programs.

Except when disclosure is required by law, regulation, or legal process, Provider agrees to ensure the confidentiality of all information obtained from County including, but not limited to, financial, utilization, or any other information related to the delivery of health care.

G. Third-Party Liability.

Provider shall report within one business day to County whenever Provider discovers that the costs of Inpatient Psychiatric Services provided under this agreement and rendered either directly by Provider or through the instrumentality of a Provider subcontractor are covered, in whole or in part, by workers' compensation, tort liability, or casualty insurance. Nothing contained herein shall be construed to reduce or modify County's obligation to reimburse Provider for Medi-Cal benefits rendered to a Beneficiary.

**ARTICLE VII.
PATIENTS' RIGHTS**

A. Patients' Rights.

1. Provider shall comply with all applicable laws and regulations pertaining to the rights of Beneficiaries and patients. Specifically, Provider shall adopt and post in a conspicuous place or places a written policy on the rights of patients in accordance with section 70707 of Title 22 of the California Code of Regulations and shall comply with sections 5325 and 5325.1 of the Welfare and Institutions Code. Complaints by Beneficiaries shall be investigated by County's Patients' Rights Advocate, and, when appropriate, by the State of California Department of Health Care Services (or any other subsequent appropriate state agency) or other persons and entities as required by law or regulation.
2. Provider represents that it is familiar with provisions pertaining to rights of youth Beneficiaries. Provider shall operate in accordance with the provisions of Chapter 1 or Part 1 of Division 6 (commencing with section 6002.15) of the Welfare and Institutions Code, and other applicable laws and regulations.

B. Notification of Rights.

At the time of a Beneficiary's admission to Provider's Facility, the Beneficiary shall be notified in writing of their rights in accordance with section 70707 of Title 22 of the California Code of Regulations and with sections 5325 and 5325.1 of the Welfare and Institutions Code. The Beneficiary's signed and dated copy of the notification shall be kept in the Beneficiary's case record, a copy of which shall be made available to the client.

ARTICLE VIII
TERMS, TERMINATION, AND EFFECT OF TERMINATION

A. Term.

The initial term of this agreement shall commence July 1, 2018, and shall end June 30, 2021. Notwithstanding the foregoing, County shall not be obligated for payments hereunder for any future County fiscal year unless or until County's Board of Supervisors appropriates funds for this agreement in County's budget for that County Fiscal Year. In the event that funds are not appropriated for this agreement, then this agreement shall end as of June 30 of the last County Fiscal Year for which funds were appropriated. For the purposes of this agreement, the County fiscal year commences on July 1 and ends on June 30 of the following year. County shall notify Provider in writing of such non-appropriation at the earliest possible date.

B. Termination Without Cause.

Provider and/or County may terminate this agreement upon providing the other Party with 30 days prior written notice. In any case, where such notice is provided, both Parties shall negotiate in good faith during such 30-day period in an effort to develop a revised agreement, which to the extent reasonably practical, under the circumstances, will adequately protect the interests of both Parties.

C. Termination Based on Unforeseen Events.

In the event that changes are made in County's agreement with the State of California for the provision of mental health services, Provider and County may terminate this agreement immediately by giving oral notice to the other Party based on the following unforeseen events:

1. Changes are made in the Medi-Cal program, or changes are made in federal laws or regulations governing the Medi-Cal program;
2. Changes are made in the Federal Medicare program;
3. Changes are made under other public or private health and/or Provider insurance programs, or policies, which have a material detrimental financial effect on the operations of Provider and/or County.

County may terminate this agreement immediately upon oral notice should funding cease or be materially decreased during the term of this agreement.

D. Notice to State.

If Provider terminates this agreement, County shall send a copy of the notice of termination to the State of California Department of Health Services.

E. Obligations After Termination.

In the event that this agreement is terminated, County may transfer individuals being treated under the terms of this agreement to another provider. If County is not able to transfer all affected individuals to another provider by the termination date, at County's request, Provider shall continue to provide Inpatient Psychiatric Services in accordance with the terms of this agreement to such individuals who have not been transferred, until those individuals have been transferred to another provider. Provider shall assist and cooperate with County during the transfer and shall provide all necessary information to ensure continuing care. Following the effective date of termination of this agreement, the provisions of this agreement shall be of no further force and effect except that:

1. Each Party shall remain liable for any obligations or liabilities arising from activities carried on by each Party prior to the effective date of termination.
2. The provisions relating to insurance; indemnification; maintenance of and access to books, documents, and records following termination; continuation of services following termination;

compliance with the law; and other related provisions of this agreement; as well as non-disclosure, confidentiality, and non-disparagement provisions thereof shall survive the expiration, termination, or cancellation of this agreement.

F. **Right to Terminate**

County's right to terminate this agreement may be exercised by County's Board of Supervisors, County's Executive Officer, or the Director or any HHSA Branch Director designated by the Director.

ARTICLE IX.
APPLICABILITY OF STATUTES

A. Application of Statutes.

1. This agreement shall be governed and construed in accordance with the laws of the State of California and the United States, including, but are not necessarily limited to, the following:
 - a. Title XIX of the Social Security Act and regulations promulgated thereunder. (42 USC section 1396 et. seq.)
 - b. The California Welfare and Institutions Code and related provisions thereunder.
 - c. Titles 17 and 22 of the California Code of Regulations.
2. All references in this agreement to any law or regulation, state or federal, which may from time to time be changed by appropriate authority during the term of this agreement, are binding upon the Provider and County.

B. Severability.

1. In the event any provision of this agreement is rendered invalid or unenforceable by Act of Congress, by statute of the State of California, and by any regulation duly promulgated by the United States or the State of California in accordance with law, or is declared null and void by any court of competent jurisdiction, the remainder of the provisions hereof shall remain in full force and effect.
2. If there is determination that any of the provisions of this agreement are invalid or unenforceable or declared null and void or which materially alters the obligations of either Party in such manner as to cause financial hardship to such Party, the Party so affected shall have the right to terminate this agreement upon providing 30 days prior written notice to the other Party.

ARTICLE X.
GRIEVANCES AND APPEALS

A. Contract Administrator.

The Director, or HHSA Branch Director, as designated by the Director, is hereby designated the Contract Administrator of this agreement. The Contract Administrator shall be the initial authority for presentation and resolution of disputes arising under this agreement.

B. Hospital Grievance Procedures.

Provider shall have in place its own internal grievance policies and procedures, a copy of which shall, upon request, be made available to County.

C. Principles of Informal Resolution of Grievances.

Each Party shall designate a liaison, pursuant to Article II.I., who shall act as the initial contact point for resolution of any dispute concerning the terms of this agreement or any services or activities carried on under its terms. County and Provider shall make every reasonable effort to resolve all disputes and differences informally. In the event of such dispute or difference, County and Provider shall initiate telephone or written contact with the respective designated liaisons.

D. Designee for Beneficiary Grievances.

For Beneficiary grievances, County's designee shall be the County's Patients' Rights staff.

E. Formal Resolution of Beneficiary Grievances.

The Beneficiary, or his/her representative, may initiate a formal grievance by filing a written or oral grievance with the Shasta County Managed Care Program. To file a written grievance the Beneficiary shall complete and submit the Shasta County Grievance Brochure (**EXHIBIT NO. 3**) to Shasta County Managed Care Program, 2640 Breslauer Way, Redding, CA 96001. The Patient's Rights Advocate shall assist the Beneficiary to complete and submit the written form if necessary. Oral grievances may be filed by contacting the Shasta County Managed Care Program at (530) 245-6750. Confidentiality of the Beneficiary shall be protected at all stages of the grievance process.

F. Provider Appeal Procedures.

If an informal resolution does not resolve a dispute concerning the terms of this agreement, Provider will cooperate with formal grievance procedures developed by County and approved by the California Department of Health Care Services (or any other subsequent appropriate state agency) as described in **EXHIBIT NO. 2**.

ARTICLE XI.
HIPAA

The Parties acknowledge the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations ("HIPAA"). Provider understands and agrees that, as a provider of medical treatment services, it is a "covered entity" under HIPAA and, as such, has obligations with respect to the confidentiality, privacy, and security of patients' medical information, and must take certain steps to preserve the confidentiality of this information, both internally and externally, including the training of staff and the establishment of proper procedures for the release of such information. The Parties acknowledge their separate and independent obligations with respect to HIPAA, and that such obligations relate to transactions and code sets, privacy, and security. Provider understands and agrees that it is independently responsible for compliance with HIPAA and agrees to take all necessary and reasonable actions to comply with the requirements of HIPAA related to transactions and code sets, privacy, and security. The Parties agree that, should either Provider or County fail to comply with its obligations under HIPAA, it shall indemnify and hold harmless the other party (including its officers, employees, and agents), for damages attributable to such failure. The indemnification provided in this section is in addition to, and does not in any way limit, the hold harmless, indemnification, and defense obligations of the Parties that are provided for in Article V.

ARTICLE XII
MISCELLANEOUS

A. **Time is of the Essence.**

Time shall be of the essence for each and every term, obligation, and condition of this agreement.

B. **Entire Agreement.**

This agreement, together with all EXHIBITS hereto, contains the entire agreement between the Parties relating to the rights herein granted and the obligations herein assumed. It is the express intention of Provider and County that any and all prior or contemporaneous agreements, promises, negotiations, or representations either oral or written relating to the subject matter and period governed by this agreement which are not expressly set forth herein shall be of no further force, effect, or legal consequence after the effective date hereof.

C. **Amendments.**

No changes, amendments, or alterations to this agreement shall be effective unless in writing and signed by both Parties. In addition to the provisions of Article IV D.2 of this agreement, 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 Provider and the County'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 County's standard format amendment contained in the Shasta County Contracts Manual (Administrative Policy 6-101).

D. **Headings.**

The headings or titles of articles and sections contained in this agreement are intended solely for the purpose of facilitating reference, are not a part of this agreement, and shall not affect the meaning or interpretation of this agreement.

E. **Independent Contractors.**

This agreement does not constitute a hiring by either Party. It is the Parties' intention that, to the full extent permitted by law, Provider shall be an independent contractor and not an employee of County nor the Shasta County Health and Human Services Agency, and in conformity therewith, that Provider shall retain sole and absolute discretion and judgment in the manner and means of carrying out Provider's activities and obligations under this agreement. Therefore the Parties hereto are and shall remain independent contractors bound by the provisions hereof. Provider is responsible and obligated to County as to the results accomplished. Except as provided by law, County thereby obtains no authority or right to direct or control Provider's actions, and Provider assumes and retains discretion for methods, techniques, and procedures in management. Further, Provider acknowledges that neither it nor its employees are entitled to participate in any Workers' Compensation benefits, pension plan, retirement plan, bonus, or any similar benefits, which are provided by County as a condition of employment by County.

F. **Federal Healthcare Compliance Program.**

In entering into this agreement, Provider acknowledges and agrees to comply with the County's Program for Compliance with Federal Healthcare Programs and the County's Contractor Code of Conduct (Code of Conduct), attached and incorporated herein as **EXHIBIT NO. 4**. Should the aforementioned Code of Conduct be amended during the term of this agreement, Provider shall comply with the Code of Conduct as amended and provided to Provider by County.

G. **No Inducement to Refer.**

Nothing contained in this agreement shall require County to refer any patients to Provider for treatment. The Parties enter into this agreement with the intent of conducting their relationship in full compliance with all applicable federal, state, and local law, including the Medicare/Medicaid Anti-Fraud and Abuse Amendments. Notwithstanding an unanticipated effect of the provisions herein, neither Party will intentionally conduct itself under the terms of this agreement in a manner to constitute a violation of federal, state, and local law, including the Medicare/Medicaid Anti-Fraud and Abuse Amendments.

ARTICLE XIII
NOTICES

- A. Except as may otherwise be specifically provided in this agreement with respect to oral notice, any notices required or permitted pursuant to the terms and provisions of this agreement shall be given to the appropriate Party at the address specified below or at such other address as the Party shall specify in writing. Such notice shall be deemed given: (1) upon personal delivery; or (2) if sent by First Class mail, postage prepaid, two days after the date of mailing.

County:

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

Provider:

Chief Executive Officer
Aurora Behavioral Healthcare – Santa Rosa LLC
1287 Fulton Road
Santa Rosa, CA 95401
Phone: (916) 288-0300
Fax: (916) 689-5517

- B. Any oral notice authorized by this agreement shall be given to the persons specified in Article XIII.A. and shall be deemed to be effective immediately.

EXHIBIT NO. 1
REIMBURSEMENT ADDENDUM

A. Provider Inpatient Service Reimbursement.

1. County shall pay Provider 100 percent of the following all-inclusive rates per day for admissions:

Medi-Cal, Inpatient Acute (Adult)	\$1,255.00 per day
Medi-Cal Inpatient Acute (Older Adult)	\$1,280.00 per day
Medi-Cal Inpatient Acute (Child/Adolescent)	\$1,391.00 per day
Medi-Cal Inpatient Administrative	\$ 676.00 per day
Medi-Cal Inpatient Professional Fees- Day 1	\$ 135.05 per day
Medi-Cal Inpatient Professional Fees- Ongoing	\$ 94.65 per day
Short Doyle Inpatient Acute (Adult)	\$1,255.00 per day
Short Doyle Inpatient Acute (Older Adult)	\$1,280.00 per day
Short Doyle Inpatient Acute (Child/Adolescent)	\$1,391.00 per day
Short Doyle, Inpatient Administrative	\$ 676.00 per day
Short Doyle Inpatient Professional Fees- Day 1	\$ 130.05 per day
Short Doyle, Inpatient Professional Fees - Ongoing	\$ 94.65 per day

2. The all-inclusive per diem rates, as described above, are to be the only payments made by County for Inpatient Psychiatric Services provided to Medi-Cal Beneficiaries under this agreement except where otherwise provided hereunder.
3. The rate structure under Section A.1 of this EXHIBIT shall not include transportation services required in providing Inpatient Psychiatric Services under this agreement. When transportation services are Medi-Cal eligible services, they shall be billed separately from the per diem rate for the Inpatient Psychiatric Services provided under this agreement.

The total compensation payable under this agreement shall not exceed \$250,000 during any County Fiscal Year, (July 1 – June 30).

COVERED/NON-COVERED SERVICES

The following services listed under “Covered Services” are included in the per diem rates, while services listed under “Non-Covered” Services are excluded from the per diem rates.

INCLUDED SERVICES

Clinical Laboratory Services
Dietary Services and Consultations
Drug Screening
Educational Services
Emergency Services
Family Therapy
Group Therapy
Involuntary Patient Care
Medical History and Physical Examination
Pharmacy Services
Psychiatric Nursing Services
Recreation Services
Seclusion Room w/Special Observation
Social Services
Urinalysis
Medical History
Physical Examination (Tech component)

NON-COVERED SERVICES

Ambulance Services
Arteriogram
Biofeedback
Brain Mapping
CAT Scans
Chest X-ray
Electrocardiography
Electroconvulsive Therapy (ECT)
Electroencephalography
Inhalation Therapy
MRI
Physician Services
Psychological Testing
Speech and Language Services

Both the Short-Doyle/Medi-Cal Maximum Allowance rate and the Federal Financial Participation are adjusted during the year. The rates noted in this agreement are subject to change, and Provider shall be paid at the adjusted interim rates up to the agreement’s maximum amount, without amendment to this agreement.

EXHIBIT NO. 2
PROVIDER APPEAL PROCEDURE

- A. Every effort shall be made to process claims in a timely manner and resolve disagreements informally as outlined prescribed in Article X. of this agreement. In the event disagreements cannot be resolved informally, the following Provider appeal procedures are to be followed.
1. Provider may file a written appeal concerning the processing or payment of its claims for Inpatient Psychiatric Services provided pursuant to this agreement directly to the Fiscal Intermediary. The written appeal shall provide all facts and documents to support the Provider's appeal and that appeal shall clearly state the grounds for the appeal. The Fiscal Intermediary will have 60 days from receipt of the appeal to review the claim, seek information, and respond in writing to Provider.
 2. Provider may appeal a denied request for reimbursement of Inpatient Psychiatric Services provided pursuant to this agreement to County. The written appeal must be received by the Contract Administrator within 90 calendar days of the date of notification of the non-approval of payment. Appeals shall be in writing and include all relevant documentation.
 - a. County shall have 60 calendar days from the receipt of the appeal to inform the Provider in writing of the decision and its basis.
 - b. If no basis is found for altering the decision or the remedy is not within the purview of County, Provider will be notified of its right to submit the appeal to the State of California Department of Health Care Services (or any other subsequent appropriate state agency).
 - c. If County upholds Provider's appeal, County has 15 days from the date the Provider was notified in writing of the decision to submit an approved payment authorization document or take corrective action.
 3. If County does not respond within 60 days, Provider has the right to appeal directly to the State of California Department of Health Care Services (or any other subsequent appropriate state agency).
 4. If Provider wishes to appeal to the State of California Department of Health Care Services (or any other subsequent appropriate state agency), Provider must do so within 30 calendar days from the date of County's written decision or within 30 calendar days from expiration of the time within which the County is required to respond to an appeal, should County fail to respond.
 5. The State of California Department of Health Care Services (or any other subsequent appropriate state agency), will have 60 calendar days from the receipt of the appeal to notify in writing Provider and County of its decision and the basis for the decision. If the State of California Department of Health Care Services (or any other subsequent appropriate state agency) does not respond within 60 calendar days from the receipt of the appeal, the appeal is deemed denied.
 6. If the State of California Department of Health Care Services (or any other subsequent appropriate state agency), upholds Provider's appeal, County has 15 days from receipt of the State Department of Health Care Services' written decision to submit an approved payment authorization document or take corrective action.

EXHIBIT NO. 3
SHASTA COUNTY GRIEVANCE BROCHURE

WHAT HAPPENS TO YOUR GRIEVANCE?

To make sure your complaint is taken care of, we will:

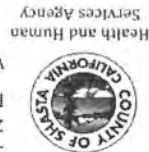
- Send you a letter to say we got it.
- Choose someone that is not part of your complaint to look over your grievance.
- Send you a letter to tell you what was decided.

You will be treated fairly during this process.

Shasta County Health & Human Services Agency
Attn: Managed Care & Compliance HHB-502
P.O. Box 496005
Redding, CA 96049-6005

SHASTA COUNTY HEALTH AND HUMAN SERVICES AGENCY

2640 Breslauer Way
Redding, CA 96001
www.shastahhsa.net



For questions, or the status of your grievance, call **Managed Care** at 530-245-6750 or toll free at 1-888-385-5201.

Our ADA coordinator may be reached at:
530-225-5515 (phone)
530-225-5345 (fax)
California Relay Service: 711



2640 Breslauer Way
Redding, CA 96001
Health and Human Services Agency
www.shastahhsa.net

Revised 08/17

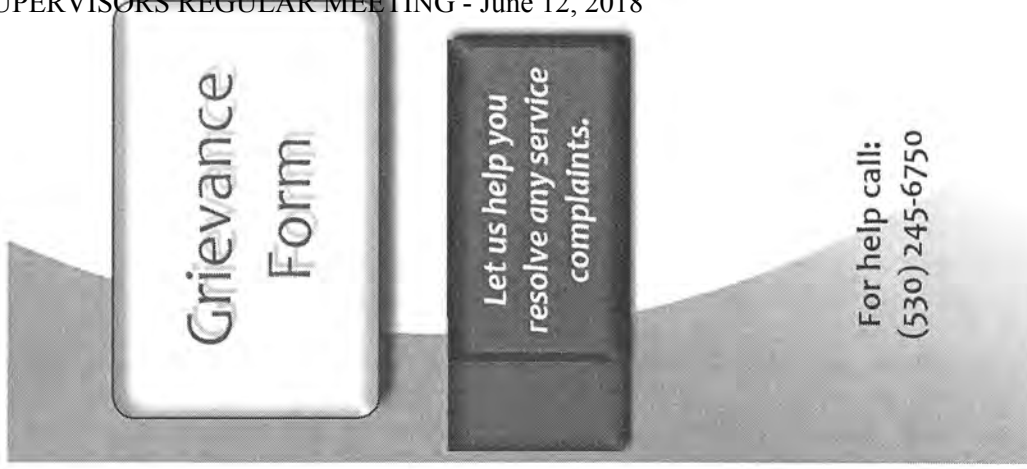


EXHIBIT NO. 3

GRIEVANCE FORM

You may ask for help filling out this form or have someone do it for you.
You will be treated fairly if you file this form.

Date: _____ Location: _____

Name: _____ Birth Date: _____

Address: _____ City: _____ State: _____

Telephone: (home) _____ (work) _____ (cell) _____

Primary Language Spoken: _____

Describe the reason for your dissatisfaction: _____

How do you think this can be resolved? _____

Signature: _____

WHY FILE A GRIEVANCE?

Shasta County tries to work fairly with everyone but sometimes things do not work out. You can file a grievance if you are not happy with your services.

HOW TO FILE A GRIEVANCE

Fill out this form or tell us.

To tell us, call (530) 245-6750 or 1-888-385-5201. If you fill out the form, send it to the address on the back or give it to your health care worker.

EXHIBIT NO. 4

**SHASTA COUNTY HEALTH AND HUMAN SERVICES,
MENTAL HEALTH PLAN (MHP)
CONTRACTOR CODE OF CONDUCT**

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

1. PURPOSE

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

2. CODE OF CONDUCT - GENERAL STATEMENT

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

3. CODE OF CONDUCT

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

- A. Perform their duties in good faith and to the best of their ability;

**Shasta County Health and Human Services
Code of Conduct - Contractor
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- B. Comply with all statutes, regulations, and guidelines applicable to Federal Health Care programs, and with this Code of Conduct;
- C. Refrain from any illegal conduct. When a Contractor is uncertain of the meaning or application of a statute, regulation, or policy, or the legality of a certain practice or activity, Contractor shall inform the HHSA Compliance Officer or designee;
- D. Not obtain any improper personal benefit by virtue of their contractual relationship with HHSA;
- E. Notify the HHSA Compliance Officer or designee immediately upon the receipt, at any location, of any inquiry, subpoena, or other agency or government request for information regarding HHSA or the services provided under this agreement between HHSA and Contractor;
- F. Not destroy or alter HHSA information or documents in anticipation of, or in response to, a request for documents by any applicable government agency or from a court of competent jurisdiction;
- G. Not engage in any practice intended to unlawfully obtain favorable treatment or business from any entity, physician, client, resident, vendor, or any other person or entity in a position to provide such treatment or business;
- H. Not accept any gift of more than nominal value or any hospitality or entertainment, which because of its source or value, might influence the Contractor's independent judgment in transactions involving HHSA or the services provided under this agreement between HHSA and Contractor;
- I. Disclose to the HHSA Compliance Officer or designee any financial interest, official position, ownership interest, or any other financial or business relationship that they (or a member of their immediate family, or persons in their employ) has with HHSA's employees, vendors or contractors;
- J. Not participate in any false billing of HHSA, client, other government entities, or any other Party;
- K. Not participate in preparation or submission of any false cost report or other type of report submitted to the HHSA or any other government entity;
- L. Not pay, or arrange for Contractor to pay, any person or entity for the referral of HHSA client to Contractor, and shall not accept any payment or arrange for any other entity to accept any payment for referrals from Contractor;
- M. Not use confidential HHSA information for their own personal benefit or for the benefit of any other person or entity, while under contract to HHSA, or at any time thereafter;

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- N. Not disclose confidential medical information pertaining to HHSA's clients without the express written consent of the client or pursuant to court order and in accordance with all applicable laws;
- O. Promptly report to the HHSA Compliance Officer or designee any and all violations or reasonably suspected violations of this Code of Conduct;
- P. Promptly report to the HHSA Compliance Officer or designee any and all violations or reasonably suspected violations of any statute, regulation, or guideline applicable to Federal Health Care programs;
- Q. Know they have the right to use HHSA's Confidential Disclosure Line without fear of retaliation with respect to disclosures; and with HHSA's commitment to maintain confidentiality, as appropriate; and
- R. Not engage in or tolerate retaliation against anyone who reports suspected wrongdoing.

4. SHASTA COUNTY COMPLIANCE OFFICER

The Shasta County HHSA Compliance Officer may be contacted at:

Compliance Officer

Shasta County Health and Human Services Agency, Business & Support Services

1810 Market Street, Redding, CA 96001

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

(530) 245-6750

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

Email: mhcompofcr@co.shasta.ca.us

CODE OF CONDUCT CERTIFICATION PAGE FOLLOWS



Shasta County Health & Human Services Agency (HHSA)

CODE OF CONDUCT - CONTRACTOR CERTIFICATION

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

acknowledge that:

1. I am an employee of Aurora Behavioral HealthCare – Santa Rosa, LLC, a contractor of the County of Shasta, through its Health and Human Services Agency;
2. I have received a copy of the Code of Conduct;
3. I have read and understand the Code of Conduct; and
4. I agree to comply with the Code of Conduct.

Signed _____ Date _____

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

Thank you.

REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS

BOARD MEETING DATE: June 12, 2018

CATEGORY: Consent - Law and Justice-7.

SUBJECT:

Resolution for Crime Victims Assistance Center Claims Program

DEPARTMENT: District Attorney

Supervisory District No. : All

DEPARTMENT CONTACT: Stephanie Bridgett, District Attorney (530) 245-6310

STAFF REPORT APPROVED BY: Stephanie Bridgett, District Attorney

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

RECOMMENDATION

Adopt a resolution which appoints the District Attorney to act as the agent for Shasta County with authorization to conduct all negotiations, execute and submit all documents, including applications, agreements, amendments, and payment requests, including retroactive, for funding from the Victim Compensation and Government Claims Board for the operation of the Crime Victims Assistance Center Claims Grant Program that may be necessary for the verification and adjudication of claims for the unreimbursed financial losses of victims of crimes being administered (Agreement #VCGC 8062) by the District Attorney's Crime Victims' Assistance Center Claims Program for the period July 1, 2018 through June 30, 2021 for an annual grant award not to exceed \$398,192 for Fiscal Year 2018-2019, \$398,192 for Fiscal Year 2019-2020, and \$398,192 for Fiscal Year 2020-2021, for a three-year total not to exceed \$1,194,576.

SUMMARY

This Board action would allow the District Attorney to continue to administer and to act as the agent for Shasta County, including signing agreements with the California Victim Compensation Board for grant funding of the Crime Victims Assistance Center Claims Programs.

DISCUSSION

The Board approved Resolution No. 2016-130 on November 15, 2016, which authorized the District Attorney to sign and submit an application for grant funding for the Crime Victims Assistance Center Claims Program through the VCGCB. The District Attorney has authority to sign an amendment; however, a resolution for the amendment time period needs Board approval. The funding from this program is used by the District Attorney's Crime Victim Assistance Center to process claims for victims of crime within Shasta County, and to continue to partner with Trinity, Siskiyou, Modoc, and Tehama Counties.

This critical component for a victim's recovery is fulfilled by a full-scope claims center with the capabilities to determine eligibility, and process victim's crime related expenses locally in a quick and efficient manner. The center aids the citizens of Shasta County who are victimized by crime and their family members by providing help for crime-related expenses.

ALTERNATIVES

The Board could choose not to approve the resolution or request additional information from the District Attorney’s Office.

OTHER AGENCY INVOLVEMENT

The County Administrative Office has reviewed the recommendation. County Counsel has reviewed the recommendation.

FINANCING

Revenues and appropriations for this program were included in the Victim Witness FY 18-19 budget. There is no additional impact on the General Fund associated with adopting the proposed resolution.

ATTACHMENTS:

Description	Upload Date	Description
VCGC Resolution	6/7/2018	VCGC Resolution

RESOLUTION NO. 2018-_____

**A RESOLUTION OF THE BOARD OF SUPERVISORS
OF THE COUNTY OF SHASTA
AUTHORIZING THE SHASTA COUNTY DISTRICT ATTORNEY TO SIGN, ON BEHALF OF
THE BOARD OF SUPERVISORS, AN AGREEMENT BETWEEN THE VICTIM
COMPENSATION AND GOVERNMENT CLAIMS BOARD AND THE COUNTY OF SHASTA
FOR THE OPERATION OF THE VICTIM/WITNESS CLAIMS UNIT FOR THE PERIOD
JULY 1, 2018 THROUGH JUNE 30, 2021 (AGREEMENT #VCGC 8062)**

WHEREAS, the Shasta County Board of Supervisors has previously entered into an agreement with the Victim Compensation and Government Claims Board and desires to continue the program for the verification and adjudication of claims for the un-reimbursed financial losses of victims of crime; and

WHEREAS, the Victim Compensation and Government Claims Board has selected the Shasta County District Attorney to receive monies for the purpose of establishing and administering the claims unit of the Victim/Witness Program.

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of the County of Shasta does hereby appoint the District Attorney to act as the agent for Shasta County with authorization to conduct all negotiations, execute and submit all documents, including applications, agreements, amendments, and payment requests, including retroactive, for funding from the Victim Compensation and Government Claims Board for the operation of the Crime Victims Assistance Center Claims Grant Program that may be necessary for the verification and adjudication of claims for the unreimbursed financial losses of victims of crimes being administered (Agreement #VCGC 8062) by the District Attorney's Crime Victims' Assistant Center Claims Program for the period July 1, 2018 through June 30, 2021 for an annual grant award not to exceed \$398,192 for Fiscal Year 2018-2019, \$398,192 for Fiscal Year 2019-2020, and \$398,192 for Fiscal Year 2020-2021, for a three-year total not to exceed \$1,194,576.

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

AYES:
NOES:
ABSENT:
ABSTAIN:
RECUSE:

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

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

By _____
Deputy

REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS

BOARD MEETING DATE: June 12, 2018

CATEGORY: Consent - Law and Justice-8.

SUBJECT:

Budget Amendment

DEPARTMENT: Sheriff-Coroner

Supervisory District No. : All

DEPARTMENT CONTACT: Mike Lindsey, Chief Fiscal Officer (530) 245-6165

STAFF REPORT APPROVED BY: Tom Bosenko, Sheriff-Coroner

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

RECOMMENDATION

Approve a budget amendment increasing appropriations and revenue by \$32,104 in the Sheriff's Coroner budget for better alignment to projected and actual expenditures and revenues.

SUMMARY

A budget amendment to increase appropriations, offset by increased revenue, is needed to better align the Sheriff's Coroner budget to projected expenditures and revenues.

DISCUSSION

Expenditures in the Coroner budget for indigent burials and professional services are higher, or projected to be higher, than the adjusted budget and require additional appropriations for projected remaining expenditures. Additionally, revenues in certain Coroner functional areas have already exceeded the adjusted budget allowing for a net zero increase by recognizing the additional revenues to offset the requested appropriations.

Also part of this requested budget amendment is a transfer-in from accumulated capital outlay in an amount of \$5,554 and a matching increase in line item for Facilities Management charges for expenditures related to the Coroner building addition that posted in this fiscal year.

ALTERNATIVES

The board may choose to not approve this budget amendment.

OTHER AGENCY INVOLVEMENT

The County Administrative Office has reviewed the recommendation.

FINANCING

The proposed budget amendment increases appropriations \$32,104, offset by increases to revenues in the same amount. There is no additional General Fund impact with approval of this recommendation.

ATTACHMENTS:

Description	Upload Date	Description
Budget memo and worksheet	6/4/2018	Budget memo and worksheet

SHASTA COUNTY SHERIFF'S OFFICE

INTERDEPARTMENTAL MEMORANDUM



TO: Brian Muir, Auditor-Controller

FROM: Tom Bosenko, Sheriff-Coroner *TB 01*

DATE: June 4, 2018

RE: Budget Amendment for Sheriff's Coroner Budget

Tom Bosenko
Sheriff-Coroner

Upon approval by the Board of Supervisor, please prepare a net zero budget amendment for the Sheriff's Coroner budget adding appropriations and recognizing additional revenues as shown below.

Sheriff - Coroner

DEPARTMENT NAME

APPROPRIATIONS

INCREASE <DECREASE>

COST CENTER	ACCOUNT	ACCOUNT DESCRIPTION	BUDGET READS	BUDGET SHOULD READ	AMOUNT OF TRANSFER (+/-)
28700	033791	CHGS FAC MGMT MAINT STR	8,128	13,682	5,554
28700	034800	PROF & SPECIAL SERVICES	8,000	12,000	4,000
28700	034809	PROF BURIAL/FUNERAL SVS	20,000	42,550	22,550
TOTAL					32,104

REVENUE

INCREASE <DECREASE>

COST CENTER	ACCOUNT	ACCOUNT DESCRIPTION	BUDGET READS	BUDGET SHOULD READ	AMOUNT OF TRANSFER (+/-)
28700	692690	FORENSIC PATHOLOGY SERVICES	0	1,275	1,275
28700	692700	REIMB MISC SERVICES	2000	24,615	22,615
28700	799300	MISCELLANEOUS REVENUE	0	2,660	2,660
28700	800161	TRANS IN ACCUM CAPITAL OUTLAY	0	5,554	5,554
TOTAL					32,104

REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS

BOARD MEETING DATE: June 12, 2018

CATEGORY: Consent - Public Works-9.

SUBJECT:

Fall River Mills Airport – Entitlement Transfer

DEPARTMENT: Public Works

Supervisory District No. : 1 & 3

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

STAFF REPORT APPROVED BY: Pat Minturn, Public Works Director

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

RECOMMENDATION

Approve and authorize the Chairman to sign an “Agreement for Transfer of Entitlements,” Federal Aviation Administration Form 5100-110, directing \$150,000 in Fiscal Year 2015 airport development grant eligibility to Benton Airpark.

SUMMARY

A transfer of grant eligibility is proposed from Fall River Mills Airport to Benton Airpark.

DISCUSSION

The Federal Aviation Administration (FAA) provides grants through the Airport Improvement Program (AIP). Fall River Mills Airport (FRMA) has received \$11,000,000 in AIP grants over the last sixteen years. A \$600,000 pavement maintenance project is proposed but FRMA fund balance is insufficient to fund the match. FAA may accept road maintenance work on Airport Way instead. Staff is currently negotiating a potential sale of former Shingletown Airport lands. That sale would net \$11,000 for a Comprehensive Airport Land Use Plan and other projects at FRMA.

FRMA receives \$150,000 per year in programmatic AIP grant eligibility. A 10% match is required. Funds may accumulate for up to three years. FRMA has accumulated three years and one is about to lapse. The Board may elect to transfer that entitlement to another airport. Benton Airpark is proposed.

ALTERNATIVES

The Board may decline to transfer the entitlement. The entitlement would lapse. The Board may elect to curtail discretionary services at FRMA and/or provide general fund resources to accelerate capital projects.

OTHER AGENCY INVOLVEMENT

The Redding Airport Manager and FAA have been involved and support the transfer. County Counsel has approved the

agreement as to form. The County Administrative Office has reviewed this recommendation.

FINANCING

Adequate resources to operate FRMA are included in the Adopted FY 2017/18 FRMA budget. There is no General Fund impact.

ATTACHMENTS:

Description	Upload Date	Description
Agreement for Transfer of Entitlements	5/22/2018	Agreement for Transfer of Entitlements



OMB CONTROL NUMBER: 2120-0569
EXPIRATION DATE: 8/31/2019

Request for FAA Approval of Agreement for Transfer of Entitlements

In accordance with 49 USC § 47117(c)(2),

Name of Transferring Sponsor: County of Shasta

hereby waives receipt of the following amount of funds apportioned to it under 49 USC § 47117(c) for the:

Name of Transferring Airport (and LOCID): Fall River Mills Airport (O89)

for each fiscal year listed below:

Entitlement Type (Passenger, Cargo or Nonprimary)	Fiscal Year	Amount
NP	2015	\$ 150,000.00
Total		\$ 150,000.00

The Federal Aviation Administration has determined that the waived amount will be made available to:

Name of Airport (and LOCID) Receiving Transferred Entitlements:

Benton Airpark (O85), Redding California (O85)

Name of Receiving Airport's Sponsor: City of Redding

a public use airport in the same state or geographical areas as the transferring airport for eligible projects under 49 USC § 47104(a).

The waiver expires on the earlier of (date) or when the availability of apportioned funds lapses under 49 USC § 47117(b).

For the United States of America, Federal Aviation Administration:

Signature: _____

Name: Laurie Suttmeier

Title: Assistant Manager

Date:

Certification of Transferring Sponsor

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

Executed on this 12th day of June, 2018

Name of Sponsor: County of Shasta, State of California

Name of Sponsor's Authorized Official: Les Baugh

Title of Sponsor's Authorized Official: Chairman, Board of Supervisors


Signature of Sponsor's Authorized Official: _____

Certificate of Transferring Sponsor's Attorney

I, David Yorton, acting as Attorney for the Sponsor do hereby certify that in my opinion the Sponsor is empowered to enter into the foregoing Agreement under the laws of the state of California. Further, I have examined the foregoing Agreement and the actions taken by said Sponsor and Sponsor's official representative has been duly authorized and that the execution thereof is in all respects due and proper and in accordance with the laws of the said state and 49 USC § 47101, et seq.

Dated at Redding, California (City, State),
this 22nd day of May, 2018

Signature of Sponsor's Attorney: _____


David M. Yorton, Jr.
Senior Deputy County Counsel

REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS

BOARD MEETING DATE: June 12, 2018

CATEGORY: Consent - Other Departments-10.

SUBJECT:

Approve and authorize the Chairman to sign an agreement with the California Department of Forestry and Fire Protection in the amount of \$4,584,129 for the term of July 1, 2018 through June 30, 2019.

DEPARTMENT: County Service Area No. 1-County Fire
Administrative Office

Supervisory District No. : All

DEPARTMENT CONTACT: Mike Weber, Administrative Officer, 530-225-2402

STAFF REPORT APPROVED BY: Mike Hebrard, Fire Warden, 530-225-2418

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

RECOMMENDATION

Approve and authorize the Chairman to sign a renewal Cooperative Fire Programs Fire Protection Reimbursement Agreement with the California Department of Forestry and Fire Protection (CAL FIRE) in an amount not to exceed \$4,584,129 to provide administration of the Shasta County Fire Department for the period July 1, 2018 through June 30, 2019.

SUMMARY

The prior agreement between the County of Shasta and CAL FIRE will expire June 30, 2018. This renewal Agreement provides for CAL FIRE to continue to administer and operate the Shasta County Fire Department (SCFD) and to furnish fire protection as provided by the rate schedules attached to the Agreement, Exhibit D, Schedule A.

DISCUSSION

Shasta County and CAL FIRE have a long-standing contractual relationship that provides for CAL FIRE to administer and operate the SCFD. This includes all functions of fire department administration, including fire protection, life safety, emergency medical response, dispatching, training, equipment maintenance, and administrative services on behalf of Shasta County. The prior agreement will expire June 30, 2018, necessitating a new agreement. This new Agreement is for a twelve-month term, and will terminate June 30, 2019. However, it may be extended as provided in section 4 of Exhibit C of the Agreement.

CAL FIRE published preliminary rate schedules in January 2018 for the fiscal year 2018/2019, however the rates will not be finalized until later in the year. This Agreement is based upon those preliminary rates. Included in the Agreement are provisions requiring the rate schedules be modified annually to reflect services provided. This allows CAL FIRE to react to changes in service levels requested by Shasta County and changes in costs related to personnel services. However, the County reimburses CAL FIRE based only on actual costs.

Quarterly, during the fiscal year, CAL FIRE invoices Shasta County for the actual costs incurred for providing these services. Typically, because of the estimating technique used to forecast the cost of services, the actual cost is less than estimated due to fluctuations in salaries from changes in staffing. The calculated cost of providing services using the published rates is \$4,584,129 as detailed on the Agreement rate schedules.

The total cost of services for fiscal year 2018/2019 has increased \$224,427 compared to the fiscal year 2017/2018 contract budgeted at \$4,359,702. The cost increase is primarily due to negotiated salary increases for all personnel including firefighting personnel, mechanics, communications operators, and administrative support staff.

As of January 1, 2018, the California minimum wage increased to \$11.00 per hour, and it will increase again January 1, 2019. Firefighter salaries will continue to increase annually to meet the minimum state regulation.

The Agreement rates also reflect several small benefit rate changes including, a .19% decrease for overall health care premiums, a 1.93% increase in Unemployment Insurance, a 0.46% decrease for Workers Compensation, and a negotiated increase of 1%-1.5% based on Bargaining Unit for prefunding of post-employment benefits. There is an increase of 1.18%-2.94% for retirement benefits, based on Bargaining Unit. The Administrative Rate increased by 0.46% to 12.47%.

ALTERNATIVES

The Board could decline to approve the Agreement in which case the Board would need to specify the services desired or serve notice of the desire to terminate the existing Agreement. The Board could request additional information from staff or changes to the terms and conditions of the Agreement.

OTHER AGENCY INVOLVEMENT

The County Administrative Office has reviewed this recommendation. County Counsel has reviewed the Agreement and approved it as to form. Risk Management has reviewed the self-insurance certification portion of the Agreement (Schedule E).

FINANCING

The projected cost of the Agreement for fiscal year 2018/2019 is \$4,584,129, and has been included in the department's fiscal year 2018/2019 Recommended Budget. There are no additional County General Funds requested, and there is no additional impact to the County General Fund associated with approval of the recommendations.

ATTACHMENTS:

Description

CAL FIRE Agreement

Upload Date

6/4/2018

Description

CAL FIRE Agreement

AGREEMENT NUMBER **2CA03965**

REGISTRATION NUMBER:

1. This Agreement is entered into between the State Agency and the Local Agency named below:

STATE AGENCY'S NAME

California Department of Forestry and Fire Protection – (CAL FIRE)

LOCAL AGENCY'S NAME

Shasta County

2. The term of this Agreement is: July 1, 2018 through June 30, 2019

3. The maximum amount of this Agreement is: \$ 4,584,129.00
Four Million Five Hundred Eighty Four Thousand One Hundred Twenty Nine Dollars and zero cents

4. The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of the Agreement.

Exhibit A – Scope of Work – Includes page 2 (contact page) in count for Exhibit A	4	pages
Exhibit B – Budget Detail and Payment Provisions	2	pages
Exhibit C – General Terms and Conditions	7	pages
Exhibit D – Additional Provisions	15	pages
Exhibit E – Description of Other Services	0	pages

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

LOCAL AGENCY

LOCAL AGENCY'S NAME

Shasta County

BY (Authorized Signature)



DATE SIGNED(Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

Les Baugh, Chairman Shasta County Board of Supervisors

ADDRESS

1450 Court Street, Suite 308A Redding CA 96002-1673

STATE OF CALIFORNIA

AGENCY NAME

California Department of Forestry and Fire Protection

BY (Authorized Signature)



DATE SIGNED(Do not type)


PRINTED NAME AND TITLE OF PERSON SIGNING

Don Gordon, Assistant Deputy Director, Cooperative Fire Protection, Training & Safety

ADDRESS P.O. Box 944246, Sacramento, CA 94244-2460

*California Department of General
Services Use Only*

APPROVED AS TO FORM:


DAVID M. YORTON, JR.
Senior Deputy County Counsel

RISK MANAGEMENT APPROVAL

BY:



James Johnson
Risk Management Analyst

EXHIBIT A
COOPERATIVE FIRE PROGRAMS
FIRE PROTECTION REIMBURSEMENT AGREEMENT

The project representatives during the term of this agreement will be:

CAL FIRE Unit Chief:	Mike Hebrard	Local Agency:	Shasta County
Name:	Shasta Trinity Unit	Name:	Administrative Office
Phone:	530-225-2400	Phone:	530-225-2561
Fax:	530-225-2514	Fax:	530-229-8239

All required correspondence shall be sent through U.S. Postal Service by certified mail and directed to:

CAL FIRE Unit Chief:	Mike Hebrard	Local Agency:	Shasta County
Section/Unit:	Shasta Trinity Unit	Section/Unit:	Administrative Office
Attention:	Mike Weber	Attention:	Larry Lees, CEO
Address:	875 Cypress Ave, Redding CA 96001	Address:	1450 Court St, Suite 308A Redding CA 96002
Phone:	530-225-2402	Phone:	530-225-5561
Fax:	530-225-2414	Fax:	530-229-8239

Send an additional copy of all correspondence to:

CAL FIRE
Cooperative Fire Services
P.O. Box 944246
Sacramento, CA 94244-2460

AUTHORIZATION

As used herein, Director shall mean Director of CAL FIRE. This agreement, its terms and conditions are authorized under the Public Resources Code Sections 4141, 4142, 4143 and 4144, as applicable.

EXHIBIT A

SCOPE OF WORK

Under Public Resources Code Section 4114 and other provisions of law, STATE maintains fire prevention and fire suppression forces including the necessary equipment, personnel, and facilities required to prevent and extinguish forest fires.

The purpose of this agreement is to provide mutually advantageous fire and emergency services through an effective consolidated organization, wherein the STATE is primarily financially responsible for protecting natural resources from vegetation fires and the LOCAL AGENCY is primarily financially responsible for protecting life and property from fires and other emergencies. The LOCAL AGENCY shall have sole authority to establish the fire protection organization and structure needed to meet the determined level of service. This level of service may be based on the LOCAL AGENCY governing board's established fiscal parameters and assessment of risks and hazards. LOCAL AGENCY personnel providing services under this agreement may include any one or a combination of the following: regular employees, persons temporarily employed and commonly known as volunteers, paid-call firefighters, or others temporarily employed to perform any emergency work or emergency service including, but not limited to fire prevention, fire suppression and emergency medical response.

To comply with the STATE's mandate for full cost recovery of goods and services provided for others, the LOCAL AGENCY shall be responsible for all STATE costs, both direct and indirect, required to execute the terms of this agreement. These costs shall include, but not be limited to: required training and associated post coverage, employee uniform and Personal Protective Equipment (PPE) costs.

1. FIRE PROTECTION SERVICES TO BE PROVIDED BY THE STATE

STATE provides a modern, full service fire protection and emergency incident management agency that provides comprehensive fire protection and other emergency incident response. STATE designs regional fire protection solutions for urban and rural communities by efficiently utilizing all emergency protection resources. Regional solutions provide the most effective method of protecting the citizens of California at local, county and state levels.

Fire protection services to be provided by STATE under this agreement shall include the following: (check boxes below that apply)

☒ 1) Emergency Fire Protection, Medical and Rescue Response: services include commercial, residential, and wildland fire protection, prevention and investigation; hazardous materials incident response; emergency vehicle extrication; hazardous conditions response (flooding, downed power lines, earthquake, terrorist incident, etc.); emergency medical and rescue response; and public service assistance. Also included are management support services that include fire department administration, training and safety, personnel, finance and logistical support.

☒ 2) Basic Life Support Services: emergency medical technician (EMT) level emergency medical response providing first aid, basic life support (BLS), airway management, administration of oxygen, bleeding control, and life support system stabilization until patients are transported to the nearest emergency care facility.

☐ 3) Advanced Life Support Services: paramedic level emergency medical response providing early advanced airway management, intravenous drug therapy, and life support system stabilization until patients are transported to the nearest emergency care facility.

☒ 4) Dispatch Services: provide fire department 9-1-1 emergency dispatch by CAL FIRE Fire/Emergency Command Center (ECC). CAL FIRE will be responsible for fire/emergency

dispatching emergency resource units covered under this agreement. The CAL FIRE ECC is staffed with a Battalion Chief, three or more Fire Captains and Communications Operators to provide 24/7 year-round coverage. There is always an officer of Captain rank or higher to serve as the shift supervisor and command officer. CAL FIRE uses an integrated Computer Aided Dispatch (CAD) system using the latest technology, to direct the closest available resources to all emergency incidents.

☒ 5) Fire Code Inspection, Prevention and Enforcement Services: CAL FIRE has staff Fire Inspectors serving under the direction of the LOCAL AGENCY Fire Marshal to provide services to the area covered by this agreement. Fire Code Enforcement will normally be available five days per week, with emergency or scheduled enforcement inspections available seven days per week. Fire Prevention and Investigation services will be provided by CAL FIRE Prevention Officers trained in arson, commercial, and wildland fire investigation. Officers are available by appointment for site visits and consultations. Officers are trained at CAL FIRE's Peace Officer Standard Training (POST) certified law enforcement training academy and they cooperate effectively with all local, state and federal law enforcement agencies.

☒ 6) Land Use/ Pre-Fire Planning Services – CAL FIRE staff will provide community land use planning, administration of Pre-Fire project work, including community outreach, development of community education programs, project quality control, maintenance of project records and submittal of progress reports, completion of required environmental documentation, acquisition of required permits and completion of other associated administrative duties.

☐ 7) Disaster planning services (listed in Exhibit E, Description of Other Services, attached hereto and made a part of this agreement)

☐ 8) Specific service descriptions and staffing coverage, by station (listed in Exhibit E, Description of Other Services, attached hereto and made a part of this agreement)

☒ 9) Extended Fire Protection Service Availability (Amador)

2. ADMINISTRATION

Under the requirements of California Public Resources Code Section 4114 and other provisions of law, STATE maintains fire prevention and firefighting services as outlined in Exhibit D, Schedule B of this agreement.

- A. Director shall select and employ a Region Chief who shall, under the direction of the Director/Chief Deputy Director, manage all aspects of fire prevention and fire protection services and forestry-related programs.
- B. Director will select and employ a Unit Chief who shall, under the supervision and direction of Director/Region Chief or a lawful representative, have charge of the organization described in Exhibit D, Schedules A, B and C included hereto and made a part of this agreement.
- C. LOCAL AGENCY shall appoint the Unit Chief as the LOCAL AGENCY Fire Chief for all Emergency Fire Protection, Medical and Rescue Response Agreements, pursuant to applicable statutory authority. The Unit Chief may delegate this responsibility to qualified staff.
- D. The Unit Chief may dispatch personnel and equipment listed in Exhibit D, Schedules A, B and C from the assigned station or location under guidelines established by LOCAL AGENCY and approved by STATE. Personnel and/or equipment listed in Exhibit D, Schedule B may be dispatched at the sole discretion of STATE.

- E. The Unit Chief shall exercise professional judgment consistent with STATE policy and his or her employment by STATE in authorizing or making any assignments to emergencies and other responses, including assignments made in response to requests for mutual aid.
- F. Except as may be otherwise provided for in this agreement, STATE shall not incur any obligation on the part of LOCAL AGENCY to pay for any labor, materials, supplies or services beyond the total set forth in the respective Exhibit D, Schedules A and C, as to the services to be rendered pursuant to each Schedule.
- G. Nothing herein shall alter or amend or be construed to alter or amend any Collective Bargaining Agreement or Memorandum of Understanding between the State of California and its employees under the State Employer-Employee Relations Act.

3. SUPPRESSION COST RECOVERY

As provided in Health and Safety Code (H&SC) Section 13009, STATE may bring an action for collection of suppression costs of any fire caused by negligence, violation of law, or failure to correct noticed fire safety violations. When using LOCAL AGENCY equipment and personnel under the terms of this agreement, STATE may, at the request of LOCAL AGENCY, bring such an action for collection of costs incurred by LOCAL AGENCY. In such a case LOCAL AGENCY appoints and designates STATE as its agent in said collection proceedings. In the event of recovery, STATE shall deduct fees and litigation costs in a proportional percentage amount based on verifiable and justifiable suppression costs for the fire at issue. These recovery costs are for services provided which are beyond the scope of those covered by the local government administrative fee.

In all such instances, STATE shall give timely notice of the possible application of H&SC Section 13009 to the representative designated by LOCAL AGENCY.

4. MUTUAL AID

When rendering mutual aid or assistance as authorized in H&SC Sections 13050 and 13054, STATE may, at the request of LOCAL AGENCY, demand payment of charges and seek reimbursement of LOCAL AGENCY costs for personnel, equipment and operating expenses as funded herein, under authority given by H&SC Sections 13051 and 13054. STATE, in seeking said reimbursement pursuant to such request of LOCAL AGENCY, shall represent LOCAL AGENCY by following the procedures set forth in H&SC Section 13052. Any recovery of LOCAL AGENCY costs, less expenses, shall be paid or credited to LOCAL AGENCY, as directed by LOCAL AGENCY.

In all such instances, STATE shall give timely notice of the possible application of H&SC Sections 13051 and 13054 to the officer designated by LOCAL AGENCY.

5. PROPERTY PURCHASE AND ACCOUNTING

LOCAL AGENCY shall be responsible for all costs associated with property required by personnel to carry out this agreement. Employee uniform costs will be assessed to the LOCAL AGENCY through the agreement billing process. Personal Protective Equipment (PPE) costs shall be the responsibility of the LOCAL AGENCY. By mutual agreement, PPE meeting the minimum specifications established by the STATE may be purchased directly by the LOCAL AGENCY. Alternately, the STATE will supply all PPE and the LOCAL AGENCY will be billed for costs incurred.

All property provided by LOCAL AGENCY and by STATE for the purpose of providing fire protection services shall be marked and accounted for by the Unit Chief in such a manner as to conform to the regulations, if any, established by the parties for the segregation, care, and use of the respective properties.

EXHIBIT B
BUDGET DETAIL AND PAYMENT PROVISIONS

1. PAYMENT FOR SERVICES

- A. LOCAL AGENCY shall pay STATE actual cost for fire protection services pursuant to this agreement an amount not to exceed that set forth in Exhibit D, Schedule A for each fiscal year. STATE shall prepare an Exhibit D, Schedule A each year, which shall be the basis for payment for the entire fiscal year for which services are provided.
- B. Any other funds designated by LOCAL AGENCY to be expended under the supervision of or for use by a Unit Chief for fire protection services shall be set forth in Exhibit D, Schedule C. This clause shall not limit the right of LOCAL AGENCY to make additional expenditures, whether under Exhibit D, Schedule C or otherwise.
- C. STATE shall invoice LOCAL AGENCY for the cost of fire protection services on a quarterly basis as follows:
 - 1) For actual services rendered by STATE during the period of July 1 through September 30, by an invoice filed with LOCAL AGENCY on or after December 10.
 - 2) For actual services rendered by STATE during the period October 1 through December 31, by an invoice filed with LOCAL AGENCY on or after December 31.
 - 3) For actual services rendered by STATE during the period January 1 through March 31, by an invoice filed with LOCAL AGENCY on or after March 31.
 - 4) For the estimated cost of services during the period April 1 through June 30, by an invoice filed in advance with LOCAL AGENCY on or after March 1.
 - 5) A final statement shall be filed with LOCAL AGENCY by October 1 following the close of the fiscal year, reconciling the payments made by LOCAL AGENCY with the cost of the actual services rendered by STATE and including any other costs as provided herein, giving credit for all payments made by LOCAL AGENCY and claiming the balance due to STATE, if any, or refunding to LOCAL AGENCY the amount of any overpayment.
 - 6) All payments by LOCAL AGENCY shall be made within thirty (30) days of receipt of invoice from STATE, or within thirty (30) days after the filing dates specified above, whichever is later.
 - 7) The STATE reserves the right to adjust the frequency of billing and payment to a monthly cycle with a thirty (30) day written notice to the LOCAL AGENCY when:
 - a. The Director predicts a cash flow shortage, or
 - b. When determined by the Region Chief, after consulting with the Unit Chief and the LOCAL AGENCY Contract Administrator, that the LOCAL AGENCY may not have the financial ability to support the contract at the contract level.
- D. Invoices shall include actual or estimated costs as provided herein of salaries and employee benefits for those personnel employed, charges for operating expenses and equipment and the administrative charge in accordance with Exhibit D, Schedule A. When "contractual rates" are indicated, the rate shall be based on an average salary plus all benefits. "Contractual rates" means an all-inclusive rate established in Exhibit D, Schedule A for total costs to STATE, per specified position, for 24-hour fire protection services during the period covered.

- E. STATE shall credit the LOCAL AGENCY, or cover behind at no cost, for the costs of Non-post (e.g. Fire Marshal, Training Officer, etc.) positions and equipment assigned to STATE responsibility fires or other STATE funded emergency incidents. The STATE shall notify the LOCAL AGENCY when this occurs.

2. COST OF OPERATING AND MAINTAINING EQUIPMENT AND PROPERTY

The cost of maintaining, operating, and replacing any and all property and equipment, real or personal, furnished by the parties hereto for fire protection purposes, shall be borne by the party owning or furnishing such property or equipment unless otherwise provided for herein or by separate written agreement.

3. BUDGET CONTINGENCY CLAUSE

- A. If the LOCAL AGENCY's governing authority does not appropriate sufficient funds for the current year or any subsequent years covered under this Agreement, which results in an inability to pay the STATE for the services specified in this Agreement, the LOCAL AGENCY shall promptly notify the STATE and this Agreement will terminate pursuant to the notice periods required herein.
- B. If funding for any fiscal year is reduced or deleted by the LOCAL AGENCY for purposes of this program, the LOCAL AGENCY shall promptly notify the STATE, and the STATE shall have the option to either cancel this Agreement with no liability occurring to the STATE, or offer an agreement amendment to LOCAL AGENCY to reflect the reduced amount, pursuant to the notice terms herein.
- C. If the STATE Budget Act does not appropriate sufficient funds to provide the services for the current year or any subsequent years covered under this Agreement, which results in an inability to provide the services specified in this Agreement to the LOCAL AGENCY, the STATE shall promptly notify the LOCAL AGENCY, and this Agreement will terminate pursuant to the notice periods required herein.
- D. If funding for any fiscal year is reduced or deleted by the STATE Budget Act for purposes of this program, the STATE shall promptly notify the LOCAL AGENCY, and the LOCAL AGENCY shall have the option to either cancel this Agreement with no liability occurring to the LOCAL AGENCY, or offer an agreement amendment to LOCAL AGENCY to reflect the reduced services, pursuant to the notice terms herein.
- E. Notwithstanding the foregoing provisions in paragraphs A and B above, the LOCAL AGENCY shall remain responsible for payment for all services actually rendered by the STATE under this Agreement regardless of LOCAL AGENCY funding being reduced, deleted or not otherwise appropriated for this program. The LOCAL AGENCY shall promptly notify the STATE in writing of any budgetary changes that would impact this Agreement.
- F. LOCAL AGENCY and STATE agree that this Budget Contingency Clause shall not relieve or excuse either party from its obligation(s) to provide timely notice as may be required elsewhere in this Agreement.

EXHIBIT C
GENERAL TERMS AND CONDITIONS

1. **APPROVAL**: This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. STATE will not commence performance until such approval has been obtained.
2. **AMENDMENT**: This agreement may be amended by mutual consent of LOCAL AGENCY and STATE. No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.

If during the term of this agreement LOCAL AGENCY shall desire a reduction in STATE civil service employees assigned to the organization provided for in Exhibit D, Schedule A, LOCAL AGENCY shall provide 120 days written notice of the requested reduction. Notification shall include the following: (1) The total amount of reduction; (2) The firm effective date of the reduction; and (3) The number of employees, by classification, affected by a reduction. If such notice is not provided, LOCAL AGENCY shall reimburse STATE for relocation costs incurred by STATE as a result of the reduction. Personnel reductions resulting solely from an increase in STATE employee salaries or STATE expenses occurring after signing this agreement and set forth in Exhibit D, Schedule A to this agreement shall not be subject to relocation expense reimbursement by LOCAL AGENCY.

If during the term of this agreement costs to LOCAL AGENCY set forth in any Exhibit D, Schedule A to this agreement increase and LOCAL AGENCY, in its sole discretion, determines it cannot meet such increase without reducing services provided by STATE, LOCAL AGENCY shall within one hundred twenty (120) days of receipt of such Schedule notify STATE and designate which adjustments shall be made to bring costs to the necessary level. If such designation is not received by STATE within the period specified, STATE shall reduce services in its sole discretion to permit continued operation within available funds.

3. **ASSIGNMENT**: This Agreement is not assignable by the LOCAL AGENCY either in whole or in part, without the consent of the STATE in the form of a formal written amendment.
4. **EXTENSION OF AGREEMENT**:
 - A. One year prior to the date of expiration of this agreement, LOCAL AGENCY shall give STATE written notice of whether LOCAL AGENCY will extend or enter into a new agreement with STATE for fire protection services and, if so, whether LOCAL AGENCY intends to change the level of fire protection services from that provided by this agreement. If this agreement is executed with less than one year remaining on the term of the agreement, LOCAL AGENCY shall provide this written notice at the time it signs the agreement and the one year notice requirement shall not apply.
 - B. If LOCAL AGENCY fails to provide the notice, as defined above in (A), STATE shall have the option to extend this agreement for a period of up to one year from the original termination date and to continue providing services at the same or reduced level as STATE determines would be appropriate during the extended period of this agreement. Six months prior to the date of expiration of this agreement, or any extension hereof, STATE shall give written notice to LOCAL AGENCY of any extension of this agreement and any change in the level of fire protection services STATE will provide during the extended period of this agreement. Services provided and obligations incurred by STATE during an extended period shall be accepted by LOCAL AGENCY as services and obligations under the terms of this agreement.

- C. The cost of services provided by STATE during the extended period shall be based upon the amounts that would have been charged LOCAL AGENCY during the fiscal year in which the extended period falls had the agreement been extended pursuant hereto. Payment by LOCAL AGENCY for services rendered by STATE during the extended period shall be as provided in Exhibit B, Section 1, B of this agreement.
5. **AUDIT:** STATE, including the Department of General Services and the Bureau of State Audits, and LOCAL AGENCY agree that their designated representative shall have the right to review and to copy any records and supporting documentation of the other party hereto, pertaining to the performance of this agreement. STATE and LOCAL AGENCY agree to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated, and to allow the auditor(s) of the other party access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. STATE and LOCAL AGENCY agree to a similar right to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).
6. **INDEMNIFICATION:** Each party, to the extent permitted by law, agrees to indemnify, defend and save harmless the other party, its officers, agents and employees from (1) any and all claims for economic losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers and any other person, firm, or corporation furnishing or supplying work services, materials or supplies to that party and (2) from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by that party, in the performance of any activities of that party under this agreement, except where such injury or damage arose from the sole negligence or willful misconduct attributable to the other party or from acts not within the scope of duties to be performed pursuant to this agreement; and (3) each party shall be responsible for any and all claims that may arise from the behavior and/or performance of its respective employees during and in the course of their employment to this cooperative agreement.
7. **DISPUTES:** LOCAL AGENCY shall select and appoint a "Contract Administrator" who shall, under the supervision and direction of LOCAL AGENCY, be available for contract resolution or policy intervention with the STATE's Region Chief when, upon determination by the designated STATE representative, the Unit Chief acting as LOCAL AGENCY's Fire Chief under this agreement faces a situation in which a decision to serve the interest of LOCAL AGENCY has the potential to conflict with STATE interest or policy. Any dispute concerning a question of fact arising under the terms of this agreement which is not disposed of within a reasonable period of time by the LOCAL AGENCY and STATE employees normally responsible for the administration of this agreement shall be brought to the attention of the CAL FIRE Director or designee and the Chief Executive Officer (or designated representative) of the LOCAL AGENCY for joint resolution. For purposes of this provision, a "reasonable period of time" shall be ten (10) calendar days or less. STATE and LOCAL AGENCY agree to continue with the responsibilities under this Agreement during any dispute.
8. **TERMINATION FOR CAUSE/CANCELLATION:**
- A. If LOCAL AGENCY fails to remit payments in accordance with any part of this agreement, STATE may terminate this agreement and all related services upon 60 days written notice to LOCAL AGENCY. Termination of this agreement does not relieve LOCAL AGENCY from providing STATE full compensation in accordance with terms of this agreement for services actually rendered by STATE pursuant to this agreement.

- B. This agreement may be cancelled at the option of either STATE or LOCAL AGENCY at any time during its term, with or without cause, on giving one year's written notice to the other party. Either LOCAL AGENCY or STATE electing to cancel this agreement shall give one year's written notice to the other party prior to cancellation.
9. **INDEPENDENT CONTRACTOR**: Unless otherwise provided in this agreement LOCAL AGENCY and the agents and employees of LOCAL AGENCY, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the STATE.
10. **NON-DISCRIMINATION CLAUSE**: During the performance of this agreement, LOCAL AGENCY shall be an equal opportunity employer and shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS) mental disability, medical condition (e.g.cancer), age (over 40), marital status, denial of family care leave, veteran status, sexual orientation, and sexual identity. LOCAL AGENCY shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. LOCAL AGENCY shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §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. LOCAL AGENCY shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.
- In addition, LOCAL AGENCY acknowledges that it has obligations relating to ethics, Equal Employment Opportunity (EEO), the Fire Fighter's Bill of Rights Act (FFBOR), and the Peace Officer's Bill of Rights Act (POBOR). LOCAL AGENCY shall ensure that its employees comply with all the legal obligations relating to these areas. LOCAL AGENCY shall ensure that its employees are provided appropriate training.
11. **TIMELINESS**: Time is of the essence in the performance of this agreement.
12. **COMPENSATION**: The consideration to be paid STATE, as provided herein, shall be in compensation for all of STATE's expenses incurred in the performance hereof, including travel, per Diem, and taxes, unless otherwise expressly so provided.
13. **GOVERNING LAW**: This agreement is governed by and shall be interpreted in accordance with the laws of the State of California.
14. **CHILD SUPPORT COMPLIANCE ACT**: "For any Agreement in excess of \$100,000, the LOCAL AGENCY acknowledges in accordance with Public Contract Code 7110, that:
- A. The LOCAL AGENCY 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
 - B. The LOCAL AGENCY, 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."

15. **UNENFORCEABLE PROVISION:** In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

16. **COMPLIANCE WITH THE HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA)**

The STATE and LOCAL AGENCY have a responsibility to comply with the provisions of the 1996 Federal Health Insurance Portability and Accountability Act (HIPAA) and the 2001 State Health Insurance Portability and Accountability Implementation Act. HIPAA provisions become applicable once the association and relationships of the health care providers are determined by the LOCAL AGENCY. It is the LOCAL AGENCY'S responsibility to determine their status as a "covered entity" and the relationships of personnel as "health care providers", "health care clearinghouse", "hybrid entities", business associates", or "trading partners". STATE personnel assigned to fill the LOCAL AGENCY'S positions within this Agreement, and their supervisors, may fall under the requirements of HIPAA based on the LOCAL AGENCY'S status. It is the LOCAL AGENCY'S responsibility to identify, notify, train, and provide all necessary policy and procedures to the STATE personnel that fall under HIPAA requirements so that they can comply with the required security and privacy standards of the act.

17. **LIABILITY INSURANCE**

The STATE and LOCAL AGENCY shall each provide proof of insurance in a form acceptable to the other party at no cost one to the other, to cover all services provided and use of local government facilities covered by this agreement. If LOCAL AGENCY is insured and/or self-insured in whole or in part for any losses, LOCAL AGENCY shall provide a completed Certification of Self Insurance (Exhibit D, Schedule E) or certificate of insurance, executed by a duly authorized officer of LOCAL AGENCY. Upon request of LOCAL AGENCY the STATE shall provide a letter from DGS, Office Risk and Insurance Management executed by a duly authorized officer of STATE. If commercially insured in whole or in part, a certificate of such coverage executed by the insurer or its authorized representative shall be provided.

Said commercial insurance or self-insurance coverage of the LOCAL AGENCY shall include the following:

- A. Fire protection and emergency services - Any commercial insurance shall provide at least general liability for \$5,000,000 combined single limit per occurrence.
 - B. Dispatch services – Any commercial insurance shall provide at least general liability for \$1,000,000 combined single limit per occurrence.
 - C. The CAL FIRE, State of California, its officers, agents, employees, and servants are included as additional insured's for purposes of this contract.
 - D. The STATE shall receive thirty (30) days prior written notice of any cancellation or change to the policy at the addresses listed on page 2 of this agreement.
18. **WORKERS COMPENSATION:** (only applies where local government employees/volunteers are supervised by CAL FIRE, as listed in Exhibit D Schedule C. STATE contract employees' workers compensation is included as part of the contract personnel benefit rate).
- A. Workers' Compensation and related benefits for those persons, whose use or employment is contemplated herein, shall be provided in the manner prescribed by California Labor Codes, State Interagency Agreements and other related laws, rules, insurance policies, collective bargaining agreements, and memorandums of understanding.

- B. The STATE Unit Chief administering the organization provided for in this agreement shall not use, dispatch or direct any non STATE employees, on any work which is deemed to be the responsibility of LOCAL AGENCY, unless and until LOCAL AGENCY provides for Workers' Compensation benefits at no cost to STATE. In the event STATE is held liable, in whole or in part, for the payment of any Worker's Compensation claim or award arising from the injury or death of any such worker, LOCAL AGENCY agrees to compensate STATE for the full amount of such liability.
- C. The STATE /LOCAL AGENCY shall receive proof of Worker's Compensation coverage and shall be notified of any cancellation and change of coverage at the addresses listed in Section 1.
19. **CONFLICT OF INTEREST**: LOCAL AGENCY needs to be aware of the following provisions regarding current or former state employees. If LOCAL AGENCY has any questions on the status of any person rendering services or involved with the Agreement, the STATE must be contacted immediately for clarification.

Current State Employees (Public Contract Code §10410):

- 1) No 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.
- 2) No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Public Contract Code §10411):

- 1) 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.
- 2) For the twelve-month period from the date he or she left 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 12-month period prior to his or her leaving state service.

If LOCAL AGENCY violates any provisions of above paragraphs, such action by LOCAL AGENCY shall render this Agreement void. (Public Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Public Contract Code §10430 (e))

20. **LABOR CODE/WORKERS' COMPENSATION**: LOCAL AGENCY needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and LOCAL AGENCY affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)
21. **AMERICANS WITH DISABILITIES ACT**: LOCAL AGENCY assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis

of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

22. **LOCAL AGENCY NAME CHANGE:** An amendment is required to change the LOCAL AGENCY'S name as listed on this Agreement. Upon receipt of legal documentation of the name change the STATE will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.
23. **RESOLUTION:** A county, city, district, or other local public body must provide the STATE with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.
24. **AIR OR WATER POLLUTION VIOLATION:** Under the State laws, the LOCAL AGENCY shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.
25. **AFFIRMATIVE ACTION.** STATE certifies its compliance with applicable federal and State hiring requirements for persons with disabilities, and is deemed by LOCAL AGENCY to be in compliance with the provisions of LOCAL AGENCY'S Affirmative Action Program for Vendors.
26. **DRUG AND ALCOHOL-FREE WORKPLACE.** As a material condition of this Agreement, STATE agrees that it and its employees, while performing service for LOCAL AGENCY, on LOCAL AGENCY property, or while using LOCAL AGENCY equipment, shall comply with STATE's Employee Rules of Conduct as they relate to the possession, use, or consumption of drugs and alcohol.
27. **ZERO TOLERANCE FOR FRAUDULENT CONDUCT IN LOCAL AGENCY SERVICES.** STATE shall comply with any applicable "Zero Tolerance for Fraudulent Conduct in LOCAL AGENCY Services." There shall be "Zero Tolerance" for fraud committed by contractors in the administration of LOCAL AGENCY programs and the provision of LOCAL AGENCY services. Upon proven instances of fraud committed by the STATE in connection with performance under the Agreement, the Agreement may be terminated consistent with the termination for cause/cancellation term, Exhibit C, section 8, subsection B, of Cooperative Fire Programs Fire Protection Reimbursement Agreement, LG-1, between the California Department of Forestry and Fire Protection (CAL FIRE) and the LOCAL AGENCY.
28. **CONFIDENTIAL INFORMATION.** "Confidential information" means information designated by CAL FIRE and/or the LOCAL AGENCY disclosure of which is restricted, prohibited or privileged by State and federal law. Confidential Information includes, but is not limited to, information exempt from disclosure under the California Public Records Act (Government Code Sections 6250 et seq.) Confidential Information includes but is not limited to all records as defined in Government Code section 6252 as well as verbal communication of Confidential Information. Any exchange of Confidential Information between parties shall not constitute a "waiver" of any exemption pursuant to Government Code section 6254.5

CAL FIRE and LOCAL AGENCY personnel allowed access to information designated as Confidential Information shall be limited to those persons with a demonstrable business need for such access. CAL FIRE and LOCAL AGENCY agree to provide a list of authorized personnel in writing as required by Government Code section 6254.5(e). CAL FIRE and the LOCAL

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AGENCY agree to take all necessary measures to protect Confidential Information and shall impose all the requirements of this Agreement on all of their respective officers, employees and agents with regards to access to the Confidential Information. A Party to this Contract who experiences a security breach involving Confidential Information covered by this Contract, agrees to promptly notify the other Party of such breach

29. **ENTIRE AGREEMENT**: This agreement contains the whole agreement between the Parties. It cancels and supersedes any previous agreement for the same or similar services.

EXHIBIT D
ADDITIONAL PROVISIONS

EXCISE TAX: State of California is exempt from federal excise taxes, and no payment will be made for any taxes levied on employees' wages. STATE will pay any applicable State of California or local sales or use taxes on the services rendered or equipment or parts supplied pursuant to this agreement. The STATE may pay any applicable sales and use tax imposed by another state.

Schedules

The following Schedules are included as part of this agreement (check boxes if they apply):

- ☒ **A. Fiscal Display, PRC 4142 AND/OR PRC 4144** - STATE provided LOCAL AGENCY funded fire protection services. STATE-owned vehicles shall be operated and maintained in accordance with policies of STATE at rates listed in Exhibit D, Schedule A.
- ☒ **B. STATE Funded Resource** - A listing of personnel, crews and major facilities of the STATE overlapping or adjacent to the local agency area that may form a reciprocal part of this agreement.
- ☒ **C. LOCAL AGENCY Provided Local Funded Resources** - A listing of services, personnel, equipment and expenses, which are paid directly by the local agency, but which are under the supervision of the Unit Chief.
- ☒ **D. LOCAL AGENCY Owned STATE Maintained Vehicles** - Vehicle information pertaining to maintenance responsibilities and procedures for local agency-owned vehicles that may be a part of the agreement.

LOCAL AGENCY-owned firefighting vehicles shall meet and be maintained to meet minimum safety standards set forth in Title 49, Code of Federal Regulations; and Titles 8 and 13, California Code of Regulations.

LOCAL AGENCY-owned vehicles that are furnished to the STATE shall be maintained and operated in accordance to LOCAL AGENCY policies. In the event LOCAL AGENCY does not have such policies, LOCAL AGENCY-owned vehicles shall be maintained and operated in accordance with STATE policies. The cost of said vehicle maintenance and operation shall be at actual cost or at rates listed in Exhibit D, Schedule D.

Exhibit D, Schedule D is incorporated into this section if LOCAL AGENCY-owned vehicles listed in Exhibit D, Schedule D are to be operated, maintained, and repaired by STATE.

LOCAL AGENCY assumes full responsibility for all liabilities associated therewith in accordance with California Vehicle Code Sections 17000, 17001 et seq. STATE employees operating LOCAL AGENCY-owned vehicles shall be deemed employees of LOCAL AGENCY, as defined in Vehicle Code Section 17000. Except where LOCAL AGENCY would have no duty to indemnify STATE under Exhibit C, Section 6 for all LOCAL AGENCY-owned vehicles operated or used by employees of STATE under this agreement.

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LOCAL AGENCY employees, who are under the supervision of the Unit Chief and operating STATE-owned motor vehicles, as a part of the duties and in connection with fire protection and other emergency services, shall be deemed employees of STATE, as defined in Vehicle Code Section 17000 for acts or omissions in the use of such vehicles. Except where STATE would have no duty to indemnify LOCAL AGENCY under Exhibit C, Section 6.

- E. Certification of Insurance** - Provider Insurance Certification and/or proof of self-insurance.

Fiscal Year: 18/19
 Index: 2400
 PCA 27400 / 27410
 PRC: 4142 Schedule A / 4144 AMADOR

Contract Name: SHASTA COUNTY
 Contract No.: 2CA03965
 Page No.: 17

Comments: Legend of Schedule A and AMADOR Personnel Services (PS) & Operating Expenses (OE).

This is Schedule A (PRC 4142) & Amador (PRC 4144) of the Cooperative Agreement, dated July 1, 2018 between Shasta County and The California Department of Forestry and Fire Protection (CAL FIRE)

PRC 4142	Pg. 19	BLOCK 1	27400	Provides costs of 3 Communications Operators with night differential
Personnel				
Services		BLOCK 2	27400	Provides costs of Schedule A FC's Assigned to Contract
				2 FC's on Sched A engines, 1 FC assigned to Training, 1 FC assigned in ECC and
				1 FC Specialist Assigned to Prevention
		BLOCK 3	27400	Provides costs of Schedule A FAE's assigned to contract
				4 FAE's on Sched A engines
		Block 4	27400	Provides costs of Schedule A Firefighter 1's assigned to contract
				4 FF1's on Sched A engines
		BLOCK 5	27400	Provides costs of 2 Heavy Equipment Mechanics with Fire Mission Pay for 6 mo.
		BLOCK 6	27400	Provides cost of 1 SSA
		BLOCK 7	27400	Provides cost of 2 Office Technician
		BLOCK 8	27400	Provides costs of Firefighter 1's assigned to the Shasta County AMADOR (7 Months)
				7 FF1's on Amador Funded engines

PRC 4142
 Operational
 Costs
 Pg. 21
 27400 Operational Costs related to 27400

Contract Name: SHASTA COUNTY
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 Page No.: 18

2CA03560

PRC 4144	Pg. 22	BLOCK 1	27410	Provides cost of 1 Battalion Chief (7 months)
Personnel				
Services		BLOCK 2	27410	Provides cost of 3 FC's assigned to training (7 months)
		BLOCK 3	27410	Provides overtime costs of 11 Fire Captains A assigned to Amador Engine Staffing (7 months)
		BLOCK 4	27410	Provides overtime costs of 3 Fire Apparatus Engineers assigned to Amador Engines
PRC 4144				
Operational				
Costs	Pg. 23		27410	Operational Costs related to 27410
Total of both				
PRC 4142 &				
PRC 4144	Pg. 24			Total for all PCA's combined

CARD OF SUPERVISORS REGULAR MEETING - June 12, 2018

Number of Positions	Classification/ad-ons (Pick From List)	RET.	Period	Salary Months	Salary Rate	Total Salary	EDWC Rate	EDWC Periods	Total EDWC	Salary Benefits	FFI UI	EDWC Benefits	Total Salary & EDWC	Total Position Cost
7	Firefighter I	POF	7/1/18-6/30/19	7	\$4,137	\$202,713	\$1,942	7	\$5,158	\$185,016	\$20,596	\$50,700	\$554,183	\$579,183
					\$0	\$0			\$0	\$0		\$0	\$0	
					\$0	\$0			\$0	\$0		\$0	\$0	
					\$0	\$0			\$0	\$0		\$0	\$0	
					\$0	\$0			\$0	\$0		\$0	\$0	
7	Overtime					\$25,000			\$0	\$0		\$0	\$25,000	
					\$0	\$0	\$0	0	\$0	\$0	\$0	\$0	\$0	\$0
					\$0	\$0			\$0	\$0		\$0	\$0	
					\$0	\$0			\$0	\$0		\$0	\$0	
					\$0	\$0			\$0	\$0		\$0	\$0	
					\$0	\$0			\$0	\$0		\$0	\$0	
	Overtime					\$0			\$0	\$0		\$0	\$0	
					\$0	\$0	\$0	0	\$0	\$0	\$0	\$0	\$0	\$0
					\$0	\$0			\$0	\$0		\$0	\$0	
					\$0	\$0			\$0	\$0		\$0	\$0	
					\$0	\$0			\$0	\$0		\$0	\$0	
					\$0	\$0			\$0	\$0		\$0	\$0	
	Overtime					\$0			\$0	\$0		\$0	\$0	
					\$0	\$0	\$0	0	\$0	\$0	\$0	\$0	\$0	\$0
					\$0	\$0			\$0	\$0		\$0	\$0	
					\$0	\$0			\$0	\$0		\$0	\$0	
					\$0	\$0			\$0	\$0		\$0	\$0	
					\$0	\$0			\$0	\$0		\$0	\$0	
	Overtime					\$0			\$0	\$0		\$0	\$0	
					\$0	\$0	\$0	0	\$0	\$0	\$0	\$0	\$0	\$0
					\$0	\$0			\$0	\$0		\$0	\$0	
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					\$0	\$0			\$0	\$0		\$0	\$0	
					\$0	\$0			\$0	\$0		\$0	\$0	
	Overtime					\$0			\$0	\$0		\$0	\$0	
					\$0	\$0	\$0	0	\$0	\$0	\$0	\$0	\$0	\$0
					\$0	\$0			\$0	\$0		\$0	\$0	
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Fiscal Year: 2018
Index: 2400
PCA: 27410
PRC: 4142

Contract Name:
Shasta County

Contract No.: 2CA03965
Page No.: 23

Uniform Benefits	\$0
Sub Total	\$57,191
Admin	\$7,132
Total	\$64,323

Comments

This is a Schedule A - 4142 of the Cooperative Agreement, dated July 1, 2018 between "Shasta County" and The California Department of Forestry and Fire Protection (CAL FIRE)

Category (Pick from List)	Details	Number	Months	Rate	Sub-Total	1.45% Uniform Benefits	Total
COMMUNICATIONS	Fixed Stations	3.00	7.00	\$66	\$ 1,386	\$	\$ 1,386
COMMUNICATIONS	Cellulare Phones	4.00	7.00	\$50	\$ 1,400	\$	\$ 1,400
COMMUNICATIONS	Mobile Radio	7.00	7.00	\$14	\$ 686	\$	\$ 686
COMMUNICATIONS	Handl-Talkie	12.00	7.00	\$7	\$ 588	\$	\$ 588
FACILITIES OPERATIONS	Maint. & Repairs	1.00	1.00	\$3000	\$ 3,000	\$	\$ 3,000
UTILITIES	ECC	1.00	7.00	\$90	\$ 630	\$	\$ 630
UTILITIES	Station 43	1.00	7.00	\$500	\$ 3,500	\$	\$ 3,500
UTILITIES	Station 58	1.00	7.00	\$500	\$ 3,500	\$	\$ 3,500
UTILITIES	Station 22	1.00	7.00	\$500	\$ 3,500	\$	\$ 3,500
TRAVEL	Conferences	1.00	1.00	\$500	\$ 500	\$	\$ 500
TRAINING	Tuition and Materials	1.00	1.00	\$2500	\$ 2,500	\$	\$ 2,500
VEHICLE OPERATIONS	State Engines	3.00	7.00	\$1431	\$ 30,051	\$	\$ 30,051
VEHICLE OPERATIONS	State Pickups	1.00	7.00	\$850	\$ 5,950	\$	\$ 5,950

Unit: SHU

Contract Name: Shasta County

Contract No.: 2CA 03965

Page No.: 24

Total	\$4,584,129
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Summary

PS 1 Total	\$4,125,659
OE 1 Total	\$154,060
PS 2 Total	\$240,087
OE 2 Total	\$64,323

TOTAL	\$4,584,129
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EXHIBIT D, SCHEDULE B
STATE FUNDED RESOURCES

NAME OF LOCAL AGENCY: Shasta County

This is Schedule B of Cooperative Agreement originally dated July 1, 2018, by and between CAL FIRE of the State of California and LOCAL AGENCY.

Fiscal Year: 2018/19

Shasta-Trinity Unit

1. Staff

- Unit Chief
- Deputy Chief
- Division Chiefs (5)
- Battalion Chiefs (13)
- Administrative Support (6)

2. Engine Companies

Shasta County

- | | | |
|---------------|-------------|------------------|
| • Big Bend | • Hillcrest | • Shasta College |
| • Burney | • Ono | • Shingletown |
| • Buckhorn | • Redding | • Whitmore |
| • Diddy Wells | • Shasta | |

Trinity County

- | | | |
|--------------|-----------|---------------|
| • Fawn Lodge | • Hayfork | • Weaverville |
|--------------|-----------|---------------|

3. Bulldozer Units

Shasta County

- Burney
- Sugar Pine Camp
- Shasta

THIS IS SCHEDULE C OF THE COOPERATIVE AGREEMENT DATED JULY 1, 2018
BETWEEN THE STATE OF CALIFORNIA DEPARTMENT OF FORESTRY AND FIRE
PROTECTION AND SHASTA COUNTY, A LOCAL AGENCYContractor: SHASTA COUNTY
Contract No.: CA03965
Page No.: 26

BUDGET CODE	ITEM	AMOUNT	BUDGET CODE	ITEM	AMOUNT
SALARIES AND BENEFITS					
11000	REGULAR SALARIES	177,404.00	34899	PROF INDPNDNT CNTR EMPLEE SVS	8,000.00
17502	OVERTIME PAY	3,000.00	35100	RENTS & LEASES OF EQUIPMENT	500.00
17508	OVERTIME PAY FIRE FIGHT	10,000.00	35300	RENTS & LEASES OF STRUCTURES	2,500.00
17509	HOLIDAY OVERTIME PAY	1,500.00	35500	MINOR EQUIPMENT	693,000.00
18100	EMPLOYER SHARE FICA	32,928.00	35535	MNR EQP COMM EQP	83,500.00
18201	EMPLOYER SHARE RETIREMENT	20,880.00	35590	CHGS IT SOFTWARE EQP	12,000.00
18300	EMPLOYER SHARE HEALTH INSUR	60,548.00	35591	CHGS IT HARDWARE EQP	18,000.00
18307	EMPLOYER SHARE OTHER POST EMP	5,323.00	35700	SPECIAL DEPARTMENTAL EXPENSE	5,000.00
18400	EMPLOYER SHR UNEMPLOYMENT INS	375.00	35900	TRANSPORTATION & TRAVEL	12,000.00
18500	WORKERS COMP EXPOSURE	2,037.00	35940	TRANS/TRVL FUEL	40,000.00
18501	WORKERS COMP EXPERIENCE	115,980.00	35998	TRN/TRVL PY EE VOL FIRE TRAING	50,000.00
	SUBTOTAL	\$ 429,973	36100	UTILITIES	100,000.00
				SUBTOTAL	\$ 1,987,305
SERVICE AND SUPPLIES			OTHER CHARGES		
32300	CLOTHING/PERSONAL SUPPLIES XP	1,000.00	50001	CENTRAL SERVICE COST A-87	72,454.00
32328	CLTHG/PERS SAFETY CLOTHING	136,000.00	50800	TAXES & ASSESSMENTS	55.00
32500	COMMUNICATIONS EXPENSE	32,000.00	58000	CDF CONTRACT	4,577,687.00
32591	CHGS IT COMM	-	58003	BELLA VISTA FIRE CONTRACT	2,000.00
32700	FOOD EXPENSE	2,000.00	58004	BIG BEND FIRE CONTRACT	2,000.00
32727	FOOD VOLUNTEERS	4,000.00	58006	CASSEL FIRE CONTRACT	2,000.00
32900	HOUSEHOLD EXPENSE	4,600.00	58007	CENTERVILLE FIRE CONTRACT	2,000.00
32928	HSHLD XP LAUNDRY SVS	2,700.00	58010	FRENCH GULCH FIRE CONTRACT	2,000.00
32929	HSHLD XP SUPPLIES	7,000.00	58011	HAT CREEK FIRE CONTRACT	2,000.00
33102	INSUR XP LIABILITY EXPOSURE	631.00	58012	IGO ONO FIRE CONTRACT	2,000.00
33103	INSUR XP MISCELLANEOUS	15,879.00	58013	JONES VALLEY FIRE CONTRACT	2,000.00
33105	INSUR XP LIABILITY EXPERIENCE	12,660.00	58014	KESWICK FIRE CONTRACT	2,000.00
33500	MAINTENANCE OF EQUIPMENT	82,000.00	58018	MONTGOMERY CRK FIRE CONTRACT	2,000.00
33526	MNT EQP VEHICLES	144,000.00	58020	OAK RUN FIRE CONTRACT	2,000.00
33530	MNT EQP RADIOS	10,000.00	58021	OLD STATION FIRE CONTRACT	2,000.00
33700	MAINTENANCE OF STRUCTURES	7,000.00	58022	PALO CEDRO FIRE CONTRACT	2,000.00
33791	CHGS FAC MGMT MAINT STR	85,000.00	58023	PLATINA FIRE CONTRACT	0.00
33900	MEDICAL/DENTAL/LAB SUPPLIES	35,000.00	58027	SHINGLETOWN FIRE CONTRACT	2,000.00
34100	MEMBERSHIPS	1,500.00	58028	SOLDIER MOUNTAIN FIRE CONTRACT	2,000.00
34500	OFFICE EXPENSE	41,000.00	58030	WEST VALLEY FIRE CONTRACT	2,000.00
34590	CHGS OC PHOTOCOPY SVS	150.00	58031	WHITMORE FIRE CONTRACT	2,000.00
34592	CHGS OC OTHER MAIL SVS	2,075.00	58032	LAKEHEAD FIRE CONTRACT	2,000.00
34800	PROF & SPECIAL SERVICES	45,000.00		SUBTOTAL	\$ 4,686,196
34823	PROF HEALTH SVS	26,150.00	FIXED ASSETS		
34837	PROF PREEMPLOYMENT SVS	2,960.00	61123	STATION 55 STORAGE BUILDING	45,000
34860	PROF BENEFITS ADMIN SVS	24,500.00	65022	1 DEFIBRILLATOR W/ACCESSORIES	38,000
34864	PROF CAPITL ASSET DISPOSAL SVS	1,000.00	65027	1 EXTRICATION TOOL	24,228
34892	CHGS IT PROFESSIONAL SVS	4,000.00	65028	1 FIRE ENGINE W/ ACCESSORIES	385,000
34893	CHGS AUD PROP TAX SVS	53,000.00	65083	1 TRUCK W/ ACCESSORIES	37,000
34896	VOLFIRE REIMB'D CALL PY EE SVS	90,000.00	65276	2 WATER TENDERS	505,000
34898	VOL FIRE CALL PAY EMPLEE SVS	90,000.00		SUBTOTAL	\$ 1,034,228
			GRAND TOTAL SCHEDULE C		
			\$ 8,137,702		

EXHIBIT D, SCHEDULE D (page one)

LOCAL AGENCY OWNED
STATE MAINTAINED VEHICLES

NAME OF LOCAL AGENCY: Shasta County

This is Schedule D of Cooperative Agreement originally dated July 1, 2018, by and between CAL FIRE of the State of California and LOCAL AGENCY

FISCAL YEAR: 2018/2019

The current "Salary, Pay Differentials, and Operating Expense Schedule" Memorandum under Operating Expenses, Vehicle Maintenance includes the following description of maintenance responsibilities and procedures for LOCAL AGENCY-owned vehicles which are listed in the Exhibit D, Schedule A. Categories are "Flat Rate", "Mileage Rate", and "Actual Cost".

- (1) For all vehicles for which a monthly "Flat Rate" is shown, (this category excludes, all surveyed CAL FIRE vehicles, vehicles obtained through federal surplus, fire apparatus built on commercial chassis over 15 years old and fire apparatus built on custom chassis over 20 years old - age is based on chassis production year.)

State shall:

- a. Provide fuel, oil, lubrication, batteries, tires and tubes,
- b. Repair, exchange or replace when necessary accessory motors, hoses, pumps, spotlights, sirens, fire extinguishers and all other accessories affixed to or supplied when said vehicles were accepted by the STATE for operation under Schedule A, excepting equipment or accessories not common to the use of the STATE and radio, installations originally provided by the LOCAL AGENCY. All such equipment provided and installed by the STATE shall become the property of the LOCAL AGENCY and the replaced equipment removed shall become the property of the STATE.
- c. Make such reasonable repairs to said vehicles (not including painting.) as may be necessary to keep the vehicles in operating condition; provided, however, that the STATE may cease to make further repairs on any vehicles when the STATE determines that the repair costs during the period of this agreement shall exceed \$10,000 for any one occurrence, or will exceed the market value of the vehicle. In the event the STATE determines that a vehicle is not fit for further use because of obsolescence, deterioration or damage, the STATE shall not be required to repair the vehicle or maintain it in use. Upon such determination, the STATE shall immediately so advise the LOCAL AGENCY, and the LOCAL AGENCY shall have the option of replacing said vehicle or STATE shall discontinue the particular service.

EXHIBIT D, SCHEDULE D (page two)**LOCAL AGENCY OWNED
STATE MAINTAINED VEHICLES**

- (2) For all passenger and service vehicles for which a "Mileage Rate" is shown, STATE shall:

- a. Provide fuel, oil, lubrication, batteries and tires and tubes.
- b. Make such reasonable repairs to said vehicles as may be necessary to keep the vehicles in operating condition provided, however, that the STATE may cease to make further repairs on any vehicles when the potential repair costs are not reasonable considering the vehicle age, market value and other pertinent factors.

Upon such determination, the STATE shall immediately so notify the LOCAL AGENCY and the LOCAL AGENCY shall have the option of replacing said vehicle or STATE shall discontinue the particular service.

- (3) For all vehicles listed under the heading "Flat Rate" or "Mileage Rate", LOCAL AGENCY shall assume accident repairs in excess of \$2,000 per occurrence.
- (4) For all vehicles listed under the heading "Actual Cost", the STATE shall operate, maintain, and repair said vehicles at the STATE'S actual cost.
- (5) LOCAL AGENCY-owned vehicles to be maintained pursuant to this section are listed below by category and are described by year model, "Rate Letter" type, and license number.

<u>Category</u>	<u>Year Model</u>	<u>Type</u>	<u>License Number</u>
Flat Rate	2015	3BEngine(E-47)	1477094
Flat Rate	2015	3B Engine(E-32)	1493248
Flat Rate	2015	Service Truck(R2431)	1434314
Flat Rate	2003	Service Truck(R2432)	11556018
Flat Rate	2014	SUV Tahoe	1434314
Flat Rate	2002	PU 4X4(T2421)	1119995
Flat Rate	2018	PU 4X4(T2427)	1455954
Flat Rate	2001	PU 4X4(T2424)	1058014
Flat Rate	2001	PU 4X4(T2425)	1058013
Flat Rate	2008	PU 4X4(T2423)	1286669
Flat Rate	2005	Stake side (S-1)	1190273
Flat Rate	2015	PU 4X4(P2423)	1460562

Contractor Name: Shasta County

Contract No: 2CA03965

Page No.: 29

EXHIBIT D, SCHEDULE E

This is Schedule E of Cooperative Agreement originally dated July 1, 2018, by and between the CAL FIRE of the State of California and LOCAL AGENCY

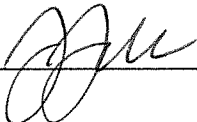
NAME OF LOCAL AGENCY: Shasta County

The CAL FIRE, State of California and its officers, agents, employees, and servants are included as additional insured for the purposes of this contract. The State shall receive thirty (30) days prior written notice of any cancellation or change to the policy at the addresses listed in LG1, Page 2.

FISCAL YEAR: **SELECT to 2018/19**


**SELF-INSURANCE CERTIFICATION BY LOCAL AGENCY FOR
TORT LIABILITY**

This is to certify that LOCAL AGENCY has elected to be self-insured under the self-insurance provision provided in Exhibit C, Section 17.

By: <u></u>	<u>James Johnson</u>
Signature	Printed Name
<u>Risk Management Analyst III</u>	<u>06/04/18</u>
Title	Date

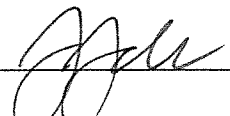
**SELF-INSURANCE CERTIFICATION BY LOCAL AGENCY
FOR
WORKER'S COMPENSATION BENEFITS**

This is to certify that LOCAL AGENCY has elected to be self-insured for Workers' Compensation benefits which comply with Labor Code Section 3700 as provided in Exhibit C, Section 18.

By: <u></u>	<u>James Johnson</u>
Signature	Printed Name
<u>Risk Management Analyst III</u>	<u>06/04/18</u>
Title	Date

**SELF-INSURANCE CERTIFICATION BY LOCAL AGENCY
FOR
LOCAL AGENCY-OWNED VEHICLES**

This is to certify that LOCAL AGENCY has elected to be self-insured for local agency-owned vehicles under the self-insurance provision provided in Exhibit D, Schedule D.

By: <u></u>	<u>James Johnson</u>
Signature	Printed Name
<u>Risk Management Analyst III</u>	<u>06/04/18</u>
Title	Date

REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS

BOARD MEETING DATE: June 12, 2018

CATEGORY: Regular - Public Works-6.

SUBJECT:

Old 44 Drive at Oak Run Creek Bridge – Award Construction Contract

DEPARTMENT: Public Works

Supervisory District No. : 5

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

STAFF REPORT APPROVED BY: Pat Minturn, Public Works Director

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

RECOMMENDATION

Take the following actions regarding the Old 44 Drive at Oak Run Creek Bridge Replacement Project: (1) Deny the bid protest of Steelhead Constructors, Inc.; and (2) award to the lowest responsive and responsible bidder, MCM Construction, Inc., on a unit cost basis, the contract for construction of the “Old 44 Drive (3H05) at Oak Run Creek (6C-389) Bridge Replacement Project,” Contract No. 705927, in the amount of \$1,924,366.

SUMMARY

The low bidder on the Old 44 Drive Bridge Replacement Project is MCM Construction, Inc.

DISCUSSION

The County is preparing to replace the Old 44 Drive at Oak Run Creek Bridge. The existing 20-foot wide structure will be replaced with a two-lane concrete box girder bridge. On March 27, 2018, the Board approved the plans and specifications. On May 17, 2018, six bids were received and opened. Following the bid opening, the second lowest bidder, Steelhead Constructors, Inc., submitted a bid protest. The protest attempts to discredit the low bidder’s Disadvantaged Business Enterprise (DBE) participation as well as their effort to meet the DBE goal of 6% for this project. The merits of the protest have been reviewed by Public Works staff and County Counsel and have been determined to be unfounded. Additionally, the protest alleges that the low bidder failed to list a subcontractor with their bid as required pursuant to the Public Contract Code. However, the subcontractor in question does not meet the definition of a subcontractor as defined in the Business and Professional Code, and therefore is not required to be included on the subcontractor list provided with the bid. The protest also alleges that the low bidder failed to reduce the DBE participation for a listed material and supplies dealer. Bidders are only permitted to take 60% of the value of supplies and materials purchased by DBE firms. Staff has confirmed that the amount listed on the low bidder’s DBE commitment form is correct.

Steelhead Constructors, Inc. has been notified that their bid protest will be heard on June 12, 2018 at 9:00 a.m. in the board chambers.

It is recommended that the Board deny the bid protest and award the contract to MCM Construction, Inc. in the amount of \$1,924,366.

ALTERNATIVES

The Board may decline to initiate the work at this time. The existing bridge would remain.

OTHER AGENCY INVOLVEMENT

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

FINANCING

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

ATTACHMENTS:

Description	Upload Date	Description
Bid Summary Detail	5/22/2018	Bid Summary Detail
Steelhead Bid Protest	6/4/2018	Steelhead Bid Protest
MCM Bid Protest Response	6/4/2018	MCM Bid Protest Response
Evaluation of MCM GFE	6/4/2018	Evaluation of MCM GFE

BID SUMMARY DETAIL

BID OPENING DATE: May 17, 2018

FEDERAL NO.: BRLS-5906(107)

STATE OF CALIFORNIA
COUNTY OF SHASTA
DEPARTMENT OF PUBLIC WORKS



PROJECT: Old 44 at Oak Run Creek
CONTRACT NO.: 705927

PREPARED BY: *Stuart Davis* DATE: *5/17/18*
CHECKED BY: *Rammy* DATE: *5/17/18*

ENGINEER'S ESTM.
SHASTA COUNTY
PUBLIC WORKS DEPT.

NO	TYPE	CODE	ITEM DESCRIPTION	UNITS	BID QUANTITY	UNIT PRICE	TOTAL
1		070030	LEAD COMPLIANCE PLAN	LS	1.00	\$ 5,000.00	\$ 5,000.00
2		080050	PROGRESS SCHEDULE (CRITICAL PATH METHOD)	LS	1.00	\$ 5,000.00	\$ 5,000.00
3		100100	DEVELOP WATER SUPPLY	LS	1.00	\$ 3,000.00	\$ 3,000.00
4		120090	CONSTRUCTION AREA SIGNS	LS	1.00	\$ 5,000.00	\$ 5,000.00
5		120120	TYPE III BARRICADE	EA	6.00	\$ 200.00	\$ 1,200.00
6		120200	FLASHING BEACON (PORTABLE)	EA	4.00	\$ 500.00	\$ 2,000.00
7		130100	JOB SITE MANAGEMENT	LS	1.00	\$ 5,000.00	\$ 5,000.00
8		130300	PREPARE STORM WATER POLLUTION PREVENTION	LS	1.00	\$ 2,500.00	\$ 2,500.00
9		130310	RAIN EVENT ACTION PLAN	EA	4.00	\$ 325.00	\$ 1,300.00
10		130320	STORM WATER SAMPLING AND ANALYSIS DAY	EA	4.00	\$ 375.00	\$ 1,500.00
11		130330	STORM WATER ANNUAL REPORT	EA	1.00	\$ 750.00	\$ 750.00
12		130640	TEMPORARY FIBER ROLL	LF	800.00	\$ 5.50	\$ 4,400.00
13		130680	TEMPORARY SILT FENCE	LF	1,200.00	\$ 5.00	\$ 6,000.00
14		130710	TEMPORARY CONSTRUCTION ENTRANCE	EA	2.00	\$ 3,500.00	\$ 7,000.00
15		130900	TEMPORARY CONCRETE WASHOUT	LS	1.00	\$ 2,000.00	\$ 2,000.00
16		131110	TEMPORARY CREEK DIVERSION SYSTEM	LS	1.00	\$ 20,000.00	\$ 20,000.00
17		160110	TEMPORARY HIGH-VISIBILITY FENCE	LF	1,080.00	\$ 5.50	\$ 5,940.00
18		170103	CLEARING AND GRUBBING (LS)	LS	1.00	\$ 10,000.00	\$ 10,000.00
19		190101	ROADWAY EXCAVATION	CY	1,160.00	\$ 27.00	\$ 31,320.00
20	F	192003	STRUCTURE EXCAVATION (BRIDGE)	CY	359.00	\$ 100.00	\$ 35,900.00
21	F	193003	STRUCTURE BACKFILL (BRIDGE)	CY	180.00	\$ 125.00	\$ 22,500.00
22		194001	DITCH EXCAVATION	CY	23.00	\$ 31.00	\$ 713.00
23		204008	PLANT (GROUP H)	EA	86.00	\$ 50.00	\$ 4,300.00
24		204010	PLANT (GROUP O)	EA	20.00	\$ 50.00	\$ 1,000.00
25		210270	ROLLED EROSION CONTROL PRODUCT (NETTING)	SQFT	6,600.00	\$ 1.50	\$ 9,900.00
26		210300	HYDROMULCH	SQFT	37,900.00	\$ 0.05	\$ 1,895.00
27		210420	STRAW	SQFT	31,300.00	\$ 0.10	\$ 3,130.00
28		210430	HYDROSEED	SQFT	37,900.00	\$ 0.12	\$ 4,548.00
29		220101	FINISHING ROADWAY	LS	1.00	\$ 2,500.00	\$ 2,500.00
30		260203	CLASS 2 AGGREGATE BASE (CY)	CY	523.00	\$ 65.00	\$ 33,995.00
31		390132	HOT MIX ASPHALT (TYPE A)	TON	186.00	\$ 145.00	\$ 26,970.00
32		394074	PLACE HOT MIX ASPHALT DIKE (TYPE C)	LF	240.00	\$ 4.50	\$ 1,080.00
33		394077	PLACE HOT MIX ASPHALT DIKE (TYPE F)	LF	133.00	\$ 4.50	\$ 598.50
34		394090	PLACE HOT MIX ASPHALT (MISCELLANEOUS AREA)	SOYD	44.00	\$ 60.00	\$ 2,640.00
35	P	490528	FURNISH STEEL PILING (HP 14 X 89)	LF	1,244.00	\$ 65.00	\$ 80,860.00
36		490529	DRIVE STEEL PILE (HP 14 X 89)	EA	28.00	\$ 3,000.00	\$ 84,000.00
37	P	500001	PRESTRESSING CAST-IN-PLACE CONCRETE	LS	1.00	\$ 39,000.00	\$ 39,000.00
38	F	510051	STRUCTURAL CONCRETE, BRIDGE FOOTING	CY	45.00	\$ 1,100.00	\$ 49,500.00
39	F	510053	STRUCTURAL CONCRETE, BRIDGE	CY	374.00	\$ 1,200.00	\$ 448,800.00
40	F	510086	STRUCTURAL CONCRETE, APPROACH SLAB (TYPE N)	CY	84.00	\$ 1,000.00	\$ 84,000.00
41		511040	PRECAST CONCRETE BAT HOUSE	EA	6.00	\$ 850.00	\$ 5,100.00
42		519101	JOINT SEAL (TYPE A)	LF	65.00	\$ 95.00	\$ 6,175.00
43	P-F	520102	BAR REINFORCING STEEL (BRIDGE)	LB	76,800.00	\$ 1.81	\$ 139,008.00
44	P-F	520120	HEADED BAR REINFORCEMENT	EA	32.00	\$ 76.00	\$ 2,432.00
45		600097	BRIDGE REMOVAL	LS	1.00	\$ 70,000.00	\$ 70,000.00
46	P	665055	60" CORRUGATED STEEL PIPE (.109" THICK)	LF	29.00	\$ 180.00	\$ 5,220.00
47	P	703450	WELDED STEEL PIPE CASING (BRIDGE)	LF	80.00	\$ 150.00	\$ 12,000.00
48	F	721013	ROCK SLOPE PROTECTION (1/4 T, METHOD B) (CY)	CY	740.00	\$ 145.00	\$ 107,300.00
49	F	721028	ROCK SLOPE PROTECTION (NO. 2, METHOD B) (CY)	CY	59.00	\$ 105.00	\$ 6,195.00
50	P	729011	ROCK SLOPE PROTECTION FABRIC (CLASS 8)	SQYD	920.00	\$ 4.00	\$ 3,680.00
51	P-F	750501	MISCELLANEOUS METAL (BRIDGE)	LB	1,078.00	\$ 10.00	\$ 10,780.00
52		780230	SURVEY MONUMENT (TYPE D MOD)	EA	2.00	\$ 750.00	\$ 1,500.00
53		782110	RESET MAILBOX	EA	1.00	\$ 100.00	\$ 100.00
54	P	800054	FENCE (TYPE WM, MODIFIED)	LF	200.00	\$ 15.00	\$ 3,000.00
55		803040	REMOVE FENCE (TYPE WM)	LF	220.00	\$ 4.00	\$ 880.00
56		820143	OBJECT MARKER (TYPE K-2)	EA	2.00	\$ 105.00	\$ 210.00
57		820410	SALVAGE ROADSIDE SIGN	EA	4.00	\$ 95.00	\$ 380.00
58		820805	PROJECT FUNDING SIGN	EA	2.00	\$ 700.00	\$ 1,400.00
59	P	832005	MIDWEST GUARDRAIL SYSTEM	LF	50.00	\$ 55.00	\$ 2,750.00
60	F	833300	CONCRETE BARRIER (TYPE C411)	LF	329.00	\$ 225.00	\$ 74,025.00
61	P	839543	TRANSITION RAILING (TYPE WB-31)	EA	4.00	\$ 3,000.00	\$ 12,000.00
62		839585	ALTERNATIVE FLARED TERMINAL SYSTEM	EA	4.00	\$ 3,000.00	\$ 12,000.00
63		840560	THERMOPLASTIC TRAFFIC STRIPE (SPRAYABLE)	LF	1,530.00	\$ 5.00	\$ 7,650.00
64		999990	MOBILIZATION	LS	1.00	\$ 150,000.00	\$ 150,000.00
TOTALS							\$ 1,690,524.50

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

LOWEST RESPONSIVE BIDDER	
MCM Construction, Inc. 6413 32nd Street North Highlands, CA 95660	
UNIT PRICE	TOTAL
\$ 2,000.00	\$ 2,000.00
\$ 8,000.00	\$ 8,000.00
\$ 10,000.00	\$ 10,000.00
\$ 12,000.00	\$ 12,000.00
\$ 100.00	\$ 600.00
\$ 1,000.00	\$ 4,000.00
\$ 30,000.00	\$ 30,000.00
\$ 2,000.00	\$ 2,000.00
\$ 440.00	\$ 1,760.00
\$ 525.00	\$ 2,100.00
\$ 900.00	\$ 900.00
\$ 5.00	\$ 4,000.00
\$ 5.00	\$ 6,000.00
\$ 3,000.00	\$ 6,000.00
\$ 3,000.00	\$ 3,000.00
\$ 60,000.00	\$ 60,000.00
\$ 5.00	\$ 5,400.00
\$ 35,000.00	\$ 35,000.00
\$ 60.00	\$ 69,600.00
\$ 80.00	\$ 28,720.00
\$ 200.00	\$ 36,000.00
\$ 115.00	\$ 2,645.00
\$ 60.00	\$ 5,160.00
\$ 111.00	\$ 2,220.00
\$ 2.00	\$ 13,200.00
\$ 0.20	\$ 7,580.00
\$ 0.06	\$ 1,878.00
\$ 0.08	\$ 3,032.00
\$ 8,000.00	\$ 8,000.00
\$ 80.00	\$ 41,840.00
\$ 250.00	\$ 46,500.00
\$ 25.00	\$ 6,000.00
\$ 25.00	\$ 3,325.00
\$ 70.00	\$ 3,080.00
\$ 60.00	\$ 74,640.00
\$ 3,750.00	\$ 105,000.00
\$ 55,000.00	\$ 55,000.00
\$ 550.00	\$ 24,750.00
\$ 675.00	\$ 252,450.00
\$ 1,000.00	\$ 84,000.00
\$ 1,400.00	\$ 8,400.00
\$ 115.00	\$ 7,475.00
\$ 2.00	\$ 153,600.00
\$ 130.00	\$ 4,160.00
\$ 115,000.00	\$ 115,000.00
\$ 230.00	\$ 6,670.00
\$ 250.00	\$ 20,000.00
\$ 155.00	\$ 114,700.00
\$ 275.00	\$ 16,225.00
\$ 12.00	\$ 11,040.00
\$ 12.00	\$ 12,936.00
\$ 3,000.00	\$ 6,000.00
\$ 400.00	\$ 400.00
\$ 35.00	\$ 7,000.00
\$ 20.00	\$ 4,400.00
\$ 55.00	\$ 110.00
\$ 250.00	\$ 1,000.00
\$ 2,500.00	\$ 5,000.00
\$ 175.00	\$ 8,750.00
\$ 375.00	\$ 123,375.00
\$ 4,500.00	\$ 18,000.00
\$ 3,300.00	\$ 13,200.00
\$ 2.50	\$ 3,825.00
\$ 195,720.00	\$ 195,720.00

14%

2nd BIDDER	
Steelhead Constructors, Inc. 2940 Innsbruck Drive Redding, CA 96003	
UNIT PRICE	TOTAL
\$ 2,000.00	\$ 2,000.00
\$ 500.00	\$ 500.00
\$ 1,000.00	\$ 1,000.00
\$ 5,000.00	\$ 5,000.00
\$ 125.00	\$ 750.00
\$ 500.00	\$ 2,000.00
\$ 5,000.00	\$ 5,000.00
\$ 2,000.00	\$ 2,000.00
\$ 175.00	\$ 700.00
\$ 600.00	\$ 2,400.00
\$ 350.00	\$ 350.00
\$ 5.00	\$ 4,000.00
\$ 5.00	\$ 6,000.00
\$ 2,500.00	\$ 5,000.00
\$ 2,500.00	\$ 2,500.00
\$ 50,000.00	\$ 50,000.00
\$ 5.00	\$ 5,400.00
\$ 10,000.00	\$ 10,000.00
\$ 50.00	\$ 58,000.00
\$ 75.00	\$ 26,925.00
\$ 220.00	\$ 39,600.00
\$ 65.00	\$ 1,495.00
\$ 50.00	\$ 4,300.00
\$ 60.00	\$ 1,200.00
\$ 1.30	\$ 8,580.00
\$ 0.02	\$ 758.00
\$ 0.04	\$ 1,252.00
\$ 0.11	\$ 4,169.00
\$ 500.00	\$ 500.00
\$ 55.00	\$ 28,765.00
\$ 219.00	\$ 40,734.00
\$ 11.50	\$ 2,760.00
\$ 11.50	\$ 1,529.50
\$ 59.00	\$ 2,596.00
\$ 61.00	\$ 75,884.00
\$ 2,700.00	\$ 75,600.00
\$ 55,000.00	\$ 55,000.00
\$ 800.00	\$ 36,000.00
\$ 1,370.00	\$ 512,380.00
\$ 1,300.00	\$ 109,200.00
\$ 1,200.00	\$ 7,200.00
\$ 20.00	\$ 1,300.00
\$ 1.70	\$ 130,560.00
\$ 160.00	\$ 5,120.00
\$ 135,000.00	\$ 135,000.00
\$ 260.00	\$ 7,540.00
\$ 170.00	\$ 13,600.00
\$ 115.00	\$ 85,100.00
\$ 150.00	\$ 8,850.00
\$ 8.00	\$ 7,360.00
\$ 11.00	\$ 11,858.00
\$ 650.00	\$ 1,300.00
\$ 395.00	\$ 395.00
\$ 16.00	\$ 3,200.00
\$ 2.00	\$ 440.00
\$ 75.00	\$ 150.00
\$ 75.00	\$ 300.00
\$ 1,000.00	\$ 2,000.00
\$ 40.00	\$ 2,000.00
\$ 375.00	\$ 123,375.00
\$ 3,100.00	\$ 12,400.00
\$ 2,500.00	\$ 10,000.00
\$ 2.10	\$ 3,213.00
\$ 173,000.00	\$ 173,000.00

15%

3rd BIDDER	
J.F. Shea Construction, Inc. 17400 Clear Creek Road Redding, CA 96001	
UNIT PRICE	TOTAL
\$ 9,000.00	\$ 9,000.00
\$ 6,000.00	\$ 6,000.00
\$ 12,000.00	\$ 12,000.00
\$ 2,500.00	\$ 2,500.00
\$ 120.00	\$ 720.00
\$ 600.00	\$ 2,400.00
\$ 20,000.00	\$ 20,000.00
\$ 2,700.00	\$ 2,700.00
\$ 330.00	\$ 1,320.00
\$ 1,200.00	\$ 4,800.00
\$ 1,200.00	\$ 1,200.00
\$ 9.00	\$ 7,200.00
\$ 5.00	\$ 6,000.00
\$ 8,630.00	\$ 17,260.00
\$ 4,500.00	\$ 4,500.00
\$ 61,000.00	\$ 61,000.00
\$ 7.00	\$ 7,560.00
\$ 17,000.00	\$ 17,000.00
\$ 48.00	\$ 55,680.00
\$ 106.00	\$ 38,054.00
\$ 195.00	\$ 35,100.00
\$ 325.00	\$ 7,475.00
\$ 69.00	\$ 5,934.00
\$ 130.00	\$ 2,600.00
\$ 2.00	\$ 13,200.00
\$ 0.17	\$ 6,443.00
\$ 0.05	\$ 1,565.00
\$ 0.06	\$ 2,274.00
\$ 6,200.00	\$ 6,200.00
\$ 40.00	\$ 20,920.00
\$ 260.00	\$ 48,360.00
\$ 25.00	\$ 6,000.00
\$ 25.00	\$ 3,325.00
\$ 72.00	\$ 3,168.00
\$ 67.00	\$ 83,348.00
\$ 2,650.00	\$ 74,200.00
\$ 61,000.00	\$ 61,000.00
\$ 2,000.00	\$ 90,000.00
\$ 1,130.00	\$ 422,620.00
\$ 1,535.00	\$ 128,940.00
\$ 1,090.00	\$ 6,540.00
\$ 101.00	\$ 6,565.00
\$ 1.57	\$ 120,576.00
\$ 25.00	\$ 800.00
\$ 66,500.00	\$ 66,500.00
\$ 530.00	\$ 15,370.00
\$ 130.00	\$ 10,400.00
\$ 130.00	\$ 96,200.00
\$ 330.00	\$ 19,470.00
\$ 2.25	\$ 2,070.00
\$ 6.50	\$ 7,007.00
\$ 650.00	\$ 1,300.00
\$ 475.00	\$ 475.00
\$ 18.00	\$ 3,600.00
\$ 10.00	\$ 2,200.00
\$ 90.00	\$ 180.00
\$ 90.00	\$ 360.00
\$ 905.00	\$ 1,810.00
\$ 120.00	\$ 6,000.00
\$ 307.00	\$ 101,003.00
\$ 4,825.00	\$ 19,300.00
\$ 3,000.00	\$ 12,000.00
\$ 2.50	\$ 3,825.00
\$ 135,000.00	\$ 135,000.00

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RECEIVED 4:29
MAY 23 2018
PUBLIC WORKS

May 24, 2018

County Road Department
1855 Placer Street
Redding CA 96001

Re: Old 44 Drive (3H05) at Oak Run Creek
(6C-389) Bridge Replacement Project Shasta
Federal Aid Project No. BRLS-5906(107)
County Contract No. 7059274

Attention: Shawn Ankeny, P.E.
Supervising Engineer

Subject: Bid Protest

Dear Shawn,

Steelhead Constructors, Inc. (SCI) protests award of the above referenced project to MCM Construction, Inc. (MCM) based upon a copy of MCM's bid provided by Shasta County in response to SCI's Public Records Act request.

MCM's correct DBE participation amount is 5.21%, which is less than MCM's DBE participation amount claimed and less than the Contract goal of 6%.

MCM's DBE commitment form lists Rupert Construction Supply (Rupert) for \$30,658.76 for Bid Items 39, 42, 74 and 51. Rupert's signed DBE confirmation form included with MCM's commitment form confirms this amount.

Rupert Construction Supply is a DBE regular dealer. Per Section 2-2.12A, only "60 percent counts if the materials or supplies are obtained from a DBE regular dealer".

MCM is incorrectly claiming 100% of Rupert's total towards the DBE participation amount. Only 60% of Rupert's total can be claimed, reducing the amount to \$18,395.26 and reducing MCM's DBE participation amount to 5.98%, less than the Contract goal of 6%.

MCM's DBE commitment form also lists ADH Environmental (ADH) for \$14,795 for services provided for Bid Items 1, 8, 9, 10 and 11. ADH's signed DBE confirmation form included with MCM's commitment form confirms this amount.

Public Contract Code Section 4100 requires Subcontractors in excess of \$10,000 be listed. MCM failed to list ADH and its bid should be deemed non-responsive.



Additionally, a contractor may not increase DBE participation by adding subcontracted work solely to the DBE commitment form without having listed the subcontractor on the Subcontracting list as required.

ADH's amount must be excluded from the total DBE participation amount, further reducing MCM's DBE participation amount below the Contract goal to 5.21%.

Because MCM failed to meet the DBE goal, the Good Faith Efforts must be taken into consideration and must conform to *Section 2-1.12C of the Special Provisions and include: Names of certified DBEs and dates on which they were solicited to bid on the project; items of work offered; methods used for following up initial solicitations to determine with certainty if the DBEs were interested, and the dates of the follow-up; supporting documents such as copies of letters, memos, facsimiles sent, telephone logs, telephone billing statements, and other evidence of solicitation of certified DBEs through all reasonable and available means **providing sufficient time to allow DBEs to respond.***

MCM's Good Faith Effort Submittal Exhibit A shows its dates of solicitation did not begin until May 14, 2018, three (3) days prior to the date due for bids of May 17, 2018. *(MCM's DBE Query of potential DBEs is dated May 15, 2018, not May 14, 2018 as the initial outreach is claimed on Exhibit A.)*

MCM's Good Faith Effort Submittal does not include any proof such as fax data sheets with dates and times of transmission or telephone logs with the date telephone calls were made and names of people contacted as proof of phone calls.

Bidder's must also provide the names and dates of each publication in which DBE participation was requested for the project and include copies/proof of the published advertisements with their submittal.

No proof was provided in MCM's Good Faith Effort Submittal that advertisements were posted to Ebidboard on May 14, 2018 as MCM claims in Exhibit A. Furthermore, SCI contacted Ebidboard to confirm MCM posted an advertisement. Josh Hilliker with Ebidboard stated the only companies that placed advertisements were "Viking" and "Steelhead".

MCM's Exhibit A also lists several other Outreach agencies contacted, however, again no proof was provided.

DBE Good Faith Effort Submittal standard of practice can be obtained from the California Department of Transportation website:

http://www.dot.ca.gov/hq/esc/oe/bidsub/post_bid.php.

Post-bid documents show the standard practice for the initial outreach to DBEs to be a minimum of 8 days ranging as high as 29 days. For comparison, MCM only allowed 2 days, 3 days max, or 38% of the minimum time for initial outreach.

Supporting documents such as fax logs and proof of advertisements are also to be included in the good faith efforts. Again, MCM failed to provide any.

Per Section 2-1.12C, Shasta County may also consider DBE Commitments of the 2nd and 3rd bidders when determining whether the low bidder made good faith efforts to meet the DBE goal.

Because MCM did not meet the goal, their Good Faith Effort falls short of minimum requirements and they are non-responsive, this project must be awarded to Steelhead Constructors, Inc. who is responsive and met the goal and provided a complete Good Faith Effort.

If you have any questions or need additional information please contact me at (530) 226-6400.

Respectfully,
STEELHEAD CONSTRUCTORS, INC.



Steve Moseman
Senior Project Manager

Bidder's List of Subcontractors (DBE and Non-DBE)
Exhibit 12-B Bidder's List of subcontractor (DBE and Non-DBE)

As of March 1, 2015 Contractors (and sub-contractors) wishing to bid on public works contracts shall be registered with the State Division of Industrial Relations and certified to bid on Public Works contracts. Please register at: <https://efiling.dir.ca.gov/PWCR/ActionServlet?action=displayPWCRegistrationForm>

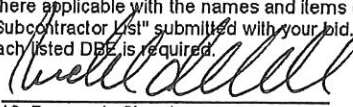
In accordance with Title 49, Section 26.11 of the Code of Federal Regulations, and Section 4104 of the Public Contract Code of the State of California, as amended, the following information is required for each sub-contractor who will perform work amounting to more than one half of one percent (0.5%) of the Total Base Bid or \$10,000 (whichever is greater). Photocopy this form for additional firms.

Subcontractor Name and Location	Line Item & Description	Subcontract Amount	Percentage of Bid Item Subcontracted	Contractor License Number DIR Reg Number	DBE (Y/N)	DBE Cert Number	Annual Gross Receipts
Name: ST RHOADES City, State: REDDING, CA	31,34 PAVING	\$44,837	100%	930684 1000008025	Y	37693	<input checked="" type="checkbox"/> <\$1 million <input type="checkbox"/> <\$5 million <input type="checkbox"/> <\$10 million <input type="checkbox"/> <\$15 million Age of Firm: 9 yrs.
Name: M+S ENVIRONMENTAL City, State: REDDING, CA	23-28 LANDSCAPE & PLANTING EROSION CONTROL	\$27,172	100%	751931 1000010084	Y	30736	<input type="checkbox"/> <\$1 million <input checked="" type="checkbox"/> <\$5 million <input type="checkbox"/> <\$10 million <input type="checkbox"/> <\$15 million Age of Firm: 20 yrs.
Name: GAMBLIN STEEL City, State: ROCKLIN, CA	40(P) 43-44, 60(P) REBAR	\$185,898	40-42% 43-44-100% 60-13%	218839 100003852	N		<input checked="" type="checkbox"/> <\$1 million <input type="checkbox"/> <\$5 million <input type="checkbox"/> <\$10 million <input type="checkbox"/> <\$15 million Age of Firm: 13 yrs.
Name: SCHWAGER DAVIS City, State: SAN JOSE, CA	#37 PRESTRESSING	\$50,205	100%	492582 100005118	N		<input type="checkbox"/> <\$1 million <input type="checkbox"/> <\$5 million <input type="checkbox"/> <\$10 million <input checked="" type="checkbox"/> <\$15 million Age of Firm: 32 yrs.
Name: HIGHWAY SPECIALTY CO. City, State: PALO CEDRO, CA	#4-6, 53, 54, 56-59, 61, 62 FENCE, SIGN, GUARD RAIL, MISC.	\$34,645	100%	1003147 100022123 100022123	N		<input checked="" type="checkbox"/> <\$1 million <input type="checkbox"/> <\$5 million <input type="checkbox"/> <\$10 million <input type="checkbox"/> <\$15 million Age of Firm: 3 yrs.
Name: City, State:							<input type="checkbox"/> <\$1 million <input type="checkbox"/> <\$5 million <input type="checkbox"/> <\$10 million <input type="checkbox"/> <\$15 million Age of Firm: yrs.

Distribution: 1) Original-Local Agency File 2) Copy-DLAE w/ Award Package

EXHIBIT 15-G CONSTRUCTION CONTRACT DBE COMMITMENT

1. Local Agency: Shasta County 2. Contract DBE Goal: 6%
 3. Project Description: Old 44 Drive (3H05) at Oak Run Creek (6C-389) Bridge Replacement Project
 4. Project Location: Palo Cedro, CA
 5. Bidder's Name: MCM Construction, Inc. 6. Prime Certified DBE: ☐ 7. Bid Amount: \$1,924,366.00
 8. Total Dollar Amount for ALL Subcontractors: 8 9. Total Number of ALL Subcontractors: \$398,110.76

10. Bid Item Number	11. Description of Work, Service, or Materials Supplied	12. DBE Certification Number	13. DBE Contact Information (Must be certified on the date bids are opened)	14. DBE Dollar Amount
31 34	Hot Mix Asphalt (Type A) Place Hot Mix Asphalt Dike (Type F)	37693	S.T Rhoades Construction, Inc. 8585 Commercial Way Redding, CA 96003 (530) 223-9322	\$44,837.00
23 24	Plant (Group H) Plant (Group O)	30736	M&S Environmental Landscapes, Inc. 12192 Mac's Road Redding, CA 96003 (530) 241-1418	\$27,172.00
25 26	Rolled Erosion Control Product (Net) Hydromulch			
27 28	Straw Hydroseed			
	Grind and Groove	5270	ABSL Construction 8435 24th Ave. Sacramento, CA 95826 (916) 379-0442	\$9,900.00
Local Agency to Complete this Section			15. TOTAL CLAIMED DBE PARTICIPATION	Page 1 of 2 %
21. Local Agency Contract Number: _____ 22. Federal-Aid Project Number: _____ 23. Bid Opening Date: _____ 24. Contract Award Date: _____ Local Agency certifies that all DBE certifications are valid and information on this form is complete and accurate.				
25. Local Agency Representative's Signature _____ 27. Local Agency Representative's Name _____ 29. Local Agency Representative's Title _____			IMPORTANT: Identify all DBE firms being claimed for credit, regardless of tier. Names of the First Tier DBE Subcontractors and their respective item(s) of work listed above must be consistent, where applicable with the names and items of the work in the "Subcontractor List" submitted with your bid. Written confirmation of each listed DBE is required.  16. Preparer's Signature _____ 18. Preparer's Name _____ 20. Preparer's Title _____ 5/18/2018 17. Date _____ (916) 334-1221 19. Phone _____	

DISTRIBUTION: 1. Original - Local Agency
 2. Copy - Calltrans District Local Assistance Engineer (DLAE). Failure to submit to DLAE within 30 days of contract execution may result in de-obligation of federal funds on contract. Include additional copy with award package.

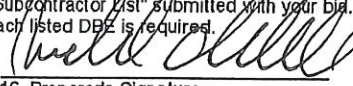
ADA Notice: For individuals with sensory disabilities, this document is available in alternate formats. For information call (916) 654-6410 or TDD (916) 654-3880 or write Records and Forms Management, 1120 N Street, MS-09, Sacramento, CA 95814.

Local Assistance Procedures Manual

Exhibit 15-G
Construction Contract DBE Commitment

EXHIBIT 15-G CONSTRUCTION CONTRACT DBE COMMITMENT

1. Local Agency: Shasta County 2. Contract DBE Goal: 6%
 3. Project Description: Old 44 Drive (3H05) at Oak Run Creek (6C-389) Bridge Replacement Project
 4. Project Location: Palo Cedro, CA
 5. Bidder's Name: MCM Construction, Inc. 6. Prime Certified DBE: ☐ 7. Bid Amount: \$1,924,366.00
 8. Total Dollar Amount for ALL Subcontractors: 8 9. Total Number of ALL Subcontractors: \$398,110.76

10. Bid Item Number	11. Description of Work, Service, or Materials Supplied	12. DBE Certification Number	13. DBE Contact Information (Must be certified on the date bids are opened)	14. DBE Dollar Amount
1 8	Lead Compliance Plan Prepare SWPPP	34145	ADH Environmental 3065 Porter Street, Suite 101 Soquel, CA 95073 (707) 834-4499	<u>\$14,795.00</u>
9 10	Rain Event Action Plan Stormwater Sampling & Analysis			
11	Stormwater Annual Report			
39 42	Structural Concrete, Bridge Joint Seal	32785	Rupert Construction Supply 3941 Park Dr., Suite 20-487 El Dorado Hills, CA 95762 (925) 229-5577	<u>\$30,658.76</u>
47 51	Welded Steel Pipe Misc. Metal (Bridge)			
	Formliners			
Local Agency to Complete this Section			15. TOTAL CLAIMED DBE PARTICIPATION	<u>\$127,362.76</u> 6.62 %
21. Local Agency Contract Number: _____ 22. Federal-Aid Project Number: _____ 23. Bid Opening Date: _____ 24. Contract Award Date: _____ Local Agency certifies that all DBE certifications are valid and information on this form is complete and accurate.			IMPORTANT: Identify all DBE firms being claimed for credit, regardless of tier. Names of the First Tier DBE Subcontractors and their respective item(s) of work listed above must be consistent, where applicable with the names and items of the work in the "Subcontractor List" submitted with your bid. Written confirmation of each listed DBE is required.  16. Preparer's Signature _____ 17. Date <u>5/18/2018</u> <u>Richard McCall</u> (916) 334-1221 18. Preparer's Name _____ 19. Phone _____ <u>Vice President</u> 20. Preparer's Title _____	
25. Local Agency Representative's Signature _____ 26. Date _____ 27. Local Agency Representative's Name _____ 28. Phone _____ 29. Local Agency Representative's Title _____				

DISTRIBUTION: 1. Original - Local Agency
 2. Copy - Caltrans District Local Assistance Engineer (DLAC). Failure to submit to DLAC within 30 days of contract execution may result in de-obligation of federal funds on contract. Include additional copy with award package.

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STATE OF CALIFORNIA • DEPARTMENT OF TRANSPORTATION
DBE CONFIRMATION
 DES-OE-0102.13 (NEW 05/2015)

Contract no.:

705927

Name of DBE business:

ADH Environmental

Name of DBE representative:

Steen Trump

DBE certification number:

34145

Name of bidder:

MCM Construction, Inc.

Name of prime contractor if different from the bidder:

N/A

Name of representative of bidder or prime contractor:

Ron Burch, Chief Estimator/ Richard McCall, Vice President

Date:

May 17, 2018

Bid item number	Item of work and description of services to be subcontracted or materials to be provided ¹	Amount (\$)
1	Lead Compliance Plan	\$14,795.00
8	Prepare SWPPP	
9	Rain Event Action Plan	
10	Stormwater Sampling & Analysis	
11	Stormwater Annual Report	

¹If 100% of an item is not to be performed or furnished by the DBE, describe the exact portion of the item to be performed or furnished.

Total

As an authorized representative of a certified disadvantaged business enterprise, I confirm that my business was contacted by the bidder or prime contractor shown above regarding the contract shown above. If the bidder is awarded the contract, my business will enter into a contractual agreement with the bidder or prime contractor to perform the type and dollar amount of work shown on the DBE Commitment form.

I certify under penalty of perjury that the foregoing is true and correct.

Signature of DBE's authorized representative:

Alessandro D. Hnatt

Printed name of DBE's authorized representative:

President / CEO

Title of DBE's authorized representative:

5/18/18

Date:

ADA Notice For individuals with sensory disabilities, this document is available in alternate formats. For alternate format information, contact the Forms Management Unit at (916) 445-1233, TTY 711, or write to Records and Forms Management, 1120 N Street, MS-89, Sacramento, CA 95814.

STATE OF CALIFORNIA • DEPARTMENT OF TRANSPORTATION
DBE CONFIRMATION
 DES-OE-0102.13 (NEW 05/2015)

Contract no.: 705927

Name of DBE business:

Rupert Construction Supply

Name of DBE representative:

Stacy Monroe

DBE certification number:

32785

Name of bidder:

MCM Construction, Inc.

Name of prime contractor if different from the bidder:

N/A

Name of representative of bidder or prime contractor:

Ron Burch, Chief Estimator/ Richard McCall, Vice President

Date:

Bid Item number	Item of work and description of services to be subcontracted or materials to be provided ¹	Amount (\$)
39	Structural Concrete, Bridge	\$30,658.76
42	Joint Seal	
47	Welded Steel Pipe	
51	Misc. Metal (Bridge)	
	Formliners	

¹If 100% of an item is not to be performed or furnished by the DBE, describe the exact portion of the item to be performed or furnished.

Total **\$30,658.76**

As an authorized representative of a certified disadvantaged business enterprise, I confirm that my business was contacted by the bidder or prime contractor shown above regarding the contract shown above. If the bidder is awarded the contract, my business will enter into a contractual agreement with the bidder or prime contractor to perform the type and dollar amount of work shown on the DBE Commitment form.

I certify under penalty of perjury that the foregoing is true and correct.

Stacy Monroe

Signature of DBE's authorized representative:

Stacy Monroe

Printed name of DBE's authorized representative:

Sales Manager

Title of DBE's authorized representative:

5/21/18

Date:

ADA Notice

For individuals with sensory disabilities, this document is available in alternate formats. For alternate format information, contact the Forms Management Unit at (916) 445-1233, TTY 711, or write to Records and Forms Management, 1120 N Street, MS-89, Sacramento, CA 95814.

The *Standard Specifications* and *Standard Plans* may be viewed at the Caltrans website and may be purchased at the Caltrans Publication Distribution Unit.

Replace section 2-1.06B of the RSS with:

2-1.06B Supplemental Project Information

The Department makes supplemental information available as specified in the special provisions.

The Department makes the following supplemental project information available:

Supplemental Project Information

Means	Description
Included in the <i>Information Handout</i>	1. United States Army Corps of Engineers 2. California Regional Water Quality Control Board 3. California Department of Fish and Wildlife 4. Foundation Report for Old 44 Drive at Oak Run Creek Bridge dated June 30, 1015.
Available as specified in the <i>Standard Specifications</i>	Cross Sections
Included with the project plans	Log of test borings

If an *Informational Handout* or cross sections are available, you may view them at the Department's Bids & Proposals website.

If other supplemental project information is available for inspection, you may make arrangements to view it by contacting Stuart Davis at (530) 245-6808 (phone), or sdavis@co.shasta.ca.us (email). Make your request at least 7 days before viewing.

As-built drawings may not show existing dimensions and conditions. Where new construction dimensions are dependent on existing dimensions, verify the field dimensions and adjust the dimensions of the work to fit the existing conditions.

Replace section 2-1.12 with:

2-1.12 DISADVANTAGED BUSINESS ENTERPRISES

2-1.12A General

Under 49 CFR 26.13(b):

The contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.

Take necessary and reasonable steps to ensure that DBEs have opportunity to participate in the contract (49 CFR 26).

To ensure equal participation of DBEs provided in 49 CFR 26.5, the County shows a goal for DBEs.

Make work available to DBEs and select work parts consistent with available DBE subcontractors and suppliers.

Meet the DBE goal shown on the Notice to Bidders or demonstrate that you made adequate good faith efforts to meet this goal.

It is your responsibility to verify that the DBE firm is certified as DBE at date of bid opening. For a list of DBEs certified by the California Unified Certification Program, go to: http://www.dot.ca.gov/hq/bep/find_certified.htm.

All DBE participation will count toward the California Department of Transportation's federally mandated statewide overall DBE goal.

Credit for materials or supplies you purchase from DBEs counts towards the goal in the following manner:

1. 100 percent counts if the materials or supplies are obtained from a DBE manufacturer.
2. 60 percent counts if the materials or supplies are obtained from a DBE regular dealer.
3. Only fees, commissions, and charges for assistance in the procurement and delivery of materials or supplies count if obtained from a DBE that is neither a manufacturer nor regular dealer. 49 CFR 26.55 defines "manufacturer" and "regular dealer."

You receive credit towards the goal if you employ a DBE trucking company that performs a commercially useful function as defined in 49 CFR 26.55(d)(1) through (4) and (6).

2-1.12B DBE Commitment Submittal

Submit the Exhibit 15-G Construction Contract DBE Commitment form, included in the Bid book. If the form is not submitted with the bid, remove the form from the Bid book before submitting your bid.

If the DBE Commitment form is not submitted with the bid, the apparent low bidder, the 2nd low bidder, and the 3rd low bidder must complete and submit the DBE Commitment form to the County. DBE Commitment form must be received by the County no later than 4:00 p.m. on the 5th business day after bid opening.

Other bidders do not need to submit the DBE Commitment form unless the County requests it. If the County requests you to submit a DBE Commitment form, submit the completed form within 4 business days of the request.

Submit written confirmation from each DBE stating that it is participating in the contract. Include confirmation with the DBE Commitment form. A copy of a DBE's quote will serve as written confirmation that the DBE is participating in the contract.

If you do not submit the DBE Commitment form within the specified time, the County will find your bid nonresponsive.

2-1.12C Good Faith Efforts Submittal

If you have not met the DBE goal, complete and submit the DBE Information - Good Faith Efforts, Exhibit 15-H, form with the bid showing that you made adequate good faith efforts to meet the goal. Only good faith efforts directed towards obtaining participation by DBEs will be considered. If good faith efforts documentation is not submitted with the bid, it must be received by the County no later than 4:00 p.m. on the 5th business day after bid opening.

If your DBE Commitment form shows that you have met the DBE goal or if you are required to submit the DBE Commitment form, you must also submit good faith efforts documentation within the specified time to protect your eligibility for award of the contract in the event the County finds that the DBE goal has not been met.

Good faith efforts documentation must include the following information and supporting documents, as necessary:

1. Items of work you have made available to DBE firms. Identify those items of work you might otherwise perform with your own forces and those items that have been broken down into economically feasible units to facilitate DBE participation. For each item listed, show the dollar value and percentage of the total contract. It is your responsibility to demonstrate that sufficient work to meet the goal was made available to DBE firms.
2. Names of certified DBEs and dates on which they were solicited to bid on the project. Include the items of work offered. Describe the methods used for following up initial solicitations to determine with certainty if the DBEs were interested, and the dates of the follow-up. Attach supporting documents such as copies of letters, memos, facsimiles sent, telephone logs, telephone billing statements, and other evidence of solicitation. You are reminded to solicit certified DBEs through all reasonable and available means and provide sufficient time to allow DBEs to respond.
3. Name of selected firm and its status as a DBE for each item of work made available. Include name, address, and telephone number of each DBE that provided a quote and their price quote. If the firm selected for the item is not a DBE, provide the reasons for the selection.
4. Name and date of each publication in which you requested DBE participation for the project. Attach copies of the published advertisements.
5. Names of agencies and dates on which they were contacted to provide assistance in contacting, recruiting, and using DBE firms. If the agencies were contacted in writing, provide copies of supporting documents.
6. List of efforts made to provide interested DBEs with adequate information about the plans, specifications, and requirements of the contract to assist them in responding to a solicitation. If you have provided information, identify the name of the DBE assisted, the nature of the information provided, and date of contact. Provide copies of supporting documents, as appropriate.
7. List of efforts made to assist interested DBEs in obtaining bonding, lines of credit, insurance, necessary equipment, supplies, and materials, excluding supplies and equipment that the DBE subcontractor purchases or leases from the prime contractor or

705927

its affiliate. If such assistance is provided by you, identify the name of the DBE assisted, nature of the assistance offered, and date assistance was provided. Provide copies of supporting documents, as appropriate.

8. Any additional data to support demonstration of good faith efforts. **The County may consider DBE commitments of the 2nd and 3rd bidders when determining whether the low bidder made good faith efforts to meet the DBE goal.**

The County may consider DBE commitments of the 2nd and 3rd bidders when determining whether the low bidder made good faith efforts to meet the DBE goal.

Delete section 2-1.15 of the RSS

Delete section 2-1.18 of the RSS

Delete Section 2-1.27 of the RSS

Delete Section 2-1.31 of the RSS

Replace the 3rd paragraph in section 2-1.33A of the RSS with:

Do not fax forms except for the copies of forms with public works contractor registration number submitted after the time of bid. Fax these copies to (530) 225-5667.

Delete the 6rd, 7th and 8th paragraph in section 2-1.33A of the RSS:

Replace the table in section 2-1.33B(2)(b)(ii) of the RSS with:

Form	Submittal deadline
Bid to the Department of Public Works	Time of bid
Subcontractors List (Exhibit 12-B)	Time of bid
DBE Commitment (Exhibit 15-G)	No later than 4 p.m. on the 5 th day after bid opening ^a
DBE Good Faith Efforts Documentation (Exhibit 15-H)	No later than 4 p.m. on the 5 th day after bid opening ^a

^a If the last day for submitting the bid form falls on a Saturday or a holiday, it may be submitted on the next business day with the same effect as if it had been submitted on the day specified.

Delete the 3rd and 4th rows from the table in section 2-1.33B(2)(b)(iii) of the RSS

Replace the table in section 2-1.33B(2)(c)(ii) of the RSS with:



Main Office

P.O. BOX 620 / 6413 32nd Street / North Highlands / CA 95660
(916) 334-1221 Estimating / Engineering FAX (916) 334-0562
Accounting FAX (916) 334-8355

Southern California Regional Office

P.O. BOX 867 / 19010 Slover Ave. / Bloomington / CA 92316
(909) 875-0533 Engineering / Accounting FAX (909) 875-2243

May 29, 2018

COUNTY OF SHASTA
DEPARTMENT OF PUBLIC WORKS
1855 Placer Street
Redding CA 96001

Attn: Shawn Ankeny, Supervising Engineer

Re: County Contract No. 705927
Old 44 Drive At Oak Run Creek Bridge Replacement Project
BID PROTEST RESPONSE

Gentlemen:

Reference is made to the protest of MCM Construction, Inc's low bid, filed by Steelhead Constructors, Inc. by their letter dated May 24, 2018.

The bid protest alleges that MCM did not make the DBE participation goal of 6 percent on the faulty claims that 1) MCM is showing DBE participation to a firm that was not, but should have been, listed on MCM's bid day Subcontractor List, and 2) that MCM overstated the DBE participation of Rupert Construction Supply. They then take the next step that, if MCM did not meet the DBE goal, MCM's Good Faith Effort falls short.

MCM's DBE Commitment form identifies consulting firm ADH Environmental to prepare lead compliance plans, storm water pollution prevention plans, rain event action plans, etc in the amount of \$14,975 as supported by a copy of their quotation. Consulting firms provide professional services which are not defined by the Business And Professions Code for that of a contractor and, as such, they are not licensed contractors. Consequently, it is inappropriate and not a requirement to include consulting firms on a Public Contract Code 4100 Subcontractor List form. Please reference the attached Caltrans letter dated November 16, 2017, which clarified in response to a different bid protest that, similarly, water trucks and sweepers are not required to be included on a Subcontractor List form for the same reasons stated above.

Regarding DBE Rupert Construction Supply's participation, the DBE Commitment form describes their participation and indicates the value of their participation. Since Rupert is a regular dealer of various construction materials, their participation is calculated as 60 percent of the materials obtained from them as required by Specification Section 2-1.12A. MCM's DBE Commitment form describes all of the various materials to be purchased from Rupert consistent with their quote and properly shows the value of participation, calculated as 60 percent of the value of the materials. The DBE participation in the amount of \$30,658.76 represents $\$30,658.76 / 0.6 = \$51,097.93$ of material to be purchased. Rupert's quote total of \$56,281.16 was adjusted for the fact that we intend to purchase 100 units of the form liner instead of the 120 units quoted. The DBE Confirmation form signed by Rupert is the amount of their DBE participation which is consistent with and matches the amount indicated on our DBE Commitment form.

Page 2

Shawn Ankeny, Supervising Engineer
County Of Shasta, Department Of Public Works
May 25, 2018

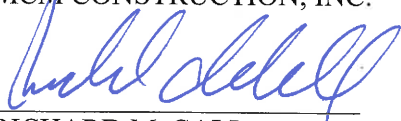
Re: Contract No. 7059274, Old 44 Drive At Oak Run Creek Bridge Replacement Project

MCM did, in fact, achieve the specified DBE goal of 6 percent. Consequently, the protest of our bid is without merit. The County should continue the process of awarding the Old 44 Drive bridge replacement contract to MCM Construction, Inc, the lowest responsible and responsive bidder.

Please contact the undersigned, should you have any questions or comments.

Sincerely,

MCM CONSTRUCTION, INC.



RICHARD McCALL
Vice President

/rm

Enclosures

Cc: Bid File

DEPARTMENT OF TRANSPORTATION

DIVISION OF ENGINEERING SERVICES

1727 30th Street, MS-43
SACRAMENTO, CA 95816-8041
PHONE (916) 227-6299
FAX (916) 227-6282
www.dot.ca.gov/hq/esc/



*Making Conservation
a California Way of Life.*

November 16, 2017

FACSIMILE (707) 585-1601

Thomas Smith, Estimating Manager
Ghilotti Construction Company, Inc.
246 Ghilotti Ave
Santa Rosa, CA 94507

04-4G0564
04-Ala-680-M2.4/M12.4
B.O.10/31/2017

Dear Mr. Smith:

The Department of Transportation (Caltrans) received letters dated October 13th and 16th, 2017, from Ghilotti Construction Company, Inc. (Ghilotti) and October 19th and 20th, 2017, from Leonidou & Rosin Attorney at Law on behalf of Ghilotti, protesting the bid submitted by Bays Cities Paving and Grading, Inc. (Bays Cities) for the above aforementioned contract. The protest alleges that Bays Cities' failed to list Tri Valley Water Trucks (Tri Valley) on the Subcontractor List form, but listed Tri Valley on the Disadvantaged Business Enterprise (DBE) Commitment form which caused an irreconcilable conflict between the Subcontractor List form and DBE Commitment form.

As the protest pertain to the listing of Tri Valley, the services performed by Tri Valley (water trucks and sweeping) are not defined by the Business and Professions Code for that of a contractor, and are not considered items of work subject to Public Contract Code 4100.

Based on the above, Caltrans will proceed to award the contract to the lowest responsive bidder, provided that all requirements have been met.

If you have any questions, please contact Mulissa Smith, Contract Awards Manager, at (916) 227-6228.

Sincerely,

Jill Y. Sewell
Office Chief
Program/Project Management & Office Engineer
Construction Contract Awards
Division of Engineering Services

cc: A. Robert Rosin (650) 691-2889



Shasta County

DEPARTMENT OF PUBLIC WORKS

1855 PLACER STREET
REDDING, CA 96001-1759
530.225.5661 530.225.5667 FAX
800.479.8022 California Relay Service at 700 or 800.735.2922

PATRICK J. MINTURN, DIRECTOR
C. TROY BARTOLOMEI, DEPUTY
SCOTT G. WAHL, DEPUTY

May 30, 2018

No. 705927

Project File
Shasta County Department of Public Works
1855 Placer Street
Redding, CA 96001

Fed. Proj. No. BRLS-5906(107)
E.A. No. 02-918508
Loc. 02-SHA-0-CR

Subject: Old 44 Drive at Oak Run Creek Bridge Replacement Project
Evaluation of Low Bidder Good Faith Effort

Dear File:

The Shasta County Department of Public Works (County) established a Disadvantaged Business Enterprise (DBE) goal of 6.0% for this project. The bidder achieved 6.62% DBE participation.

The County's evaluation of the apparent low bidder's good faith efforts is based on the "Guidance Concerning Good Faith Efforts" contained in 49 CFR Part 26, Appendix A. The efforts of the bidder were reviewed by the County from the information provided in Exhibit 15-H, "DBE Information - Good Faith Efforts," submitted by Richard McCall of MCM Construction, Inc.

The County determined that the Low Bidder has meet the goal. Furthermore, the Low Bidder demonstrated a good faith effort to meet the participation goal of this project for the reasons cited in this evaluation report.

EVALUATION

A. Items of work the bidder made available to DBE firms

A minimum of \$1,130,796, which comprises 58.76% of the total bid amount, was made available to DBEs by the Low Bidder. This was sufficient to meet the goal of 6.0%. A complete list of items offered is attached to this document.

The work was separated into economically feasible units to facilitate DBE participation.

B. Solicitation effort documentation

Over a 100 DBE firms were contacted by the Low Bidder with follow-up solicitations. The DBE firms were provided information about the Contract, including location, contract number, bid date, items of work made available, and contact information in the Invitation for Bid. The Low Bidder also solicited through the following minority business associations:

- American Indian Chamber of Commerce
- California Black Chamber of Commerce
- California Hispanic Chamber of Commerce
- Latin Business Associations (Norther California & Southern California)

Adequate proof of these contacts is documented in the Good Faith Effort.

C. Rejected DBE documentation

No DBEs were rejected.

D. Publication effort made to advertise the projects to include DBE participation

The Low Bidder states that they published requests for DBE participation for this project via Ebidboard. The Second Low Bidder submitted a bid protest, and contest that the Low Bidder did not advertise through Ebidboard. The Low Bidder has met the goal, so it was not necessary to determine the validity of this allegation.

E. Agencies, organizations or groups contacted to provide assistance in contracting, recruiting and using DBEs

The Low Bidder contacted the minority business associations noted in item B, made direct contact with over 100 DBEs and utilized the online resources available at the Caltrans website to assist with recruiting for DBEs. This effort is well documented in the Good Faith Effort.

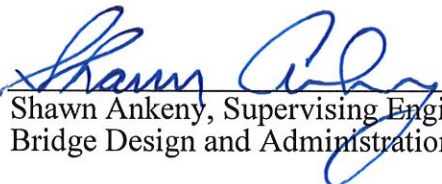
F. Efforts to provide information about the plans, specifications, and contract requirements

The Low Bidder provided contract information to interested DBEs. The Good Faith Effort substantiates this.

Sincerely,

Patrick J. Minturn, Director

Approved By


Shawn Ankeny, Supervising Engineer
Bridge Design and Administration

SRA/ldr

Attachment

Attachment: Items of work the bidder made available to DBE firms

ITEM OF WORK OFFERED	BIDDER NORMALLY PERFORMS ITEM	Item Broken Down to Facilitate Participation	Established Flexible Timeframes for Performance and Delivery Schedules	Amount (\$)	Percentage of Contract
STRUCTURE EXCAVATION	NO	Yes	Yes	\$28,720.00	1.49%
STRUCTURE BACKFILL	NO	Yes	Yes	\$36,000.00	1.87%
CLASS 2 AGGREGATE BASE	YES	Yes	Yes	\$41,840.00	2.17%
PRESTRESSING	NO	Yes	Yes	\$55,000.00	2.86%
JOINT SEAL	YES	Yes	Yes	\$7,475.00	0.39%
REBAR	NO	Yes	Yes	\$157,760.00	8.20%
RAILING	NO	Yes	Yes	\$150,125.00	7.80%
CLEARING AND GRUBBING	YES	Yes	Yes	\$35,000.00	1.82%
LEAD COMPLIANCE PLAN	NO	Yes	Yes	\$2,000.00	0.10%
CONSTRUCTION AREA SIGNS	NO	Yes	Yes	\$12,000.00	0.62%
SWPPP	YES	Yes	Yes	\$6,760.00	0.35%
TEMPORARY EROSION CONTROL	NO	Yes	Yes	\$10,000.00	0.52%
REMOVALS	NO	Yes	Yes	\$4,400.00	0.23%
DIKE	NO	Yes	Yes	\$12,405.00	0.64%
ROADWAY EXCAVATION	YES	Yes	Yes	\$69,600.00	3.62%
HYDROSEED	NO	Yes	Yes	\$6,270.00	0.33%
HMA	NO	Yes	Yes	\$79,825.00	4.15%
FURNISH AND DRIVE PILE	YES	Yes	Yes	\$179,640.00	9.34%
LANDSCAPE	NO	Yes	Yes	\$7,380.00	0.38%
PRECAST	NO	Yes	Yes	\$8,400.00	0.44%
MISC METAL	NO	Yes	Yes	\$12,936.00	0.67%
SURVEY MONUMENT	NO	Yes	Yes	\$6,000.00	0.31%
STEEL PIPING	NO	Yes	Yes	\$26,670.00	1.39%
ROADSIDE SIGN	NO	Yes	Yes	\$6,000.00	0.31%
FENCING	NO	Yes	Yes	\$22,800.00	1.18%
STRIPING	NO	Yes	Yes	\$3,825.00	0.20%
RSP	YES	Yes	Yes	\$141,965.00	7.38%
TOTALS				\$1,130,796.00	58.76%

REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS

BOARD MEETING DATE: June 12, 2018
CATEGORY: Regular - Resource Management-7.

SUBJECT:

ZONE AMENDMENT 16-003 (ROACH-CARR) MILLVILLE AREA

DEPARTMENT: Resource Management

Supervisory District No. : 5

DEPARTMENT CONTACT: Richard W. Simon, AICP - Director of Resource Management - 225-5789

STAFF REPORT APPROVED BY: Richard W. Simon, AICP - Director of Resource Management

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

RECOMMENDATION

Take the following actions regarding Zone Amendment 16-003, Roach-Carr (Millville area), which would rezone a 28.92 acre parcel on the north side of Oak Run Road at its intersection with Rim Rock Lane, approximately 3.4 miles north of Old 44 Drive from Unclassified (U) to Limited Residential (R-L) and Limited Residential combined with the 10-Acre Minimum Lot Area (R-L-BA-10): (1) Conduct a public hearing; (2) close the public hearing; (3) adopt the California Environmental Quality Act (CEQA) determination of a Mitigated Negative Declaration with the findings as set forth in Planning Commission Resolution No. 2018-006; (4) make the rezoning findings as set forth in Planning Commission Resolution No. 2018-006; and (5) introduce, waive the reading of, and enact the ordinance to amend the Zoning Plan of the County of Shasta, identified in Zone Amendment 16-003.

SUMMARY

The project would rezone a 28.92 parcel in the Millville area.

DISCUSSION

On May 10, 2018, the Planning Commission reviewed the rezoning request along with a parcel map application for a two-parcel residential land division. The Commission approved the parcel map pending approval of the rezone and recommended that the Board of Supervisors approve the Zone Amendment.

General Plan & Zoning - The property is in the Rural Residential B (RB) General Plan land use designation and the Unclassified (U) zone district. The rezone is proposed in conjunction with the land division project.

Access & Services -. The parcels would be accessed from Oak Run Road and served by individual on-site wells and septic systems. Electric service is provided by Pacific Gas and Electric Company. Waste Management provides solid waste disposal services. Liquid propane gas is available from various service providers. The Shasta County Fire Department provides emergency services to the area.

Project Analysis – The project site is undeveloped. Topography at the site is undulating and slopes predominantly to the southeast. Drainage features on the property follow the topography and convey run-off to a ditch along Oak Run Road that eventually discharges to Oak Run Creek. Vegetation at the property consists primarily of California native Blue Oak trees and annual grassland. All parcels adjacent to the property and several parcels in the vicinity are developed with single-family residences.

The proposed R-L and R-L-BA-10 zone district would be consistent with development in the vicinity and would allow development at a density consistent with the sewage disposal capability of soils tested within the site.

A California Environmental Quality Act Initial Study/Mitigated Negative Declaration (IS/MND) prepared for the project includes mitigation measures to avoid or reduce potentially significant effects to wetlands and oak woodlands to a less-than significant level. The IS/MND was circulated for public review.

Copies of the Planning Commission resolution and May 10, 2018 Planning Commission draft minutes are attached for reference.

ALTERNATIVES

The following alternatives are available: 1) Deny the rezoning request. This would prevent the approved parcel map from moving forward to completion. 2) Continue review of the application for additional information.

OTHER AGENCY INVOLVEMENT

This application was reviewed by the referral agencies that review all new development applications (Shasta County Fire Department, Department of Public Works, Environmental Health Division, Building Division). Comments made by those agencies have been incorporated in the project. County Counsel has approved the ordinance as to form. The County Administrative Office has reviewed this recommendation.

FINANCING

No General Fund impact.

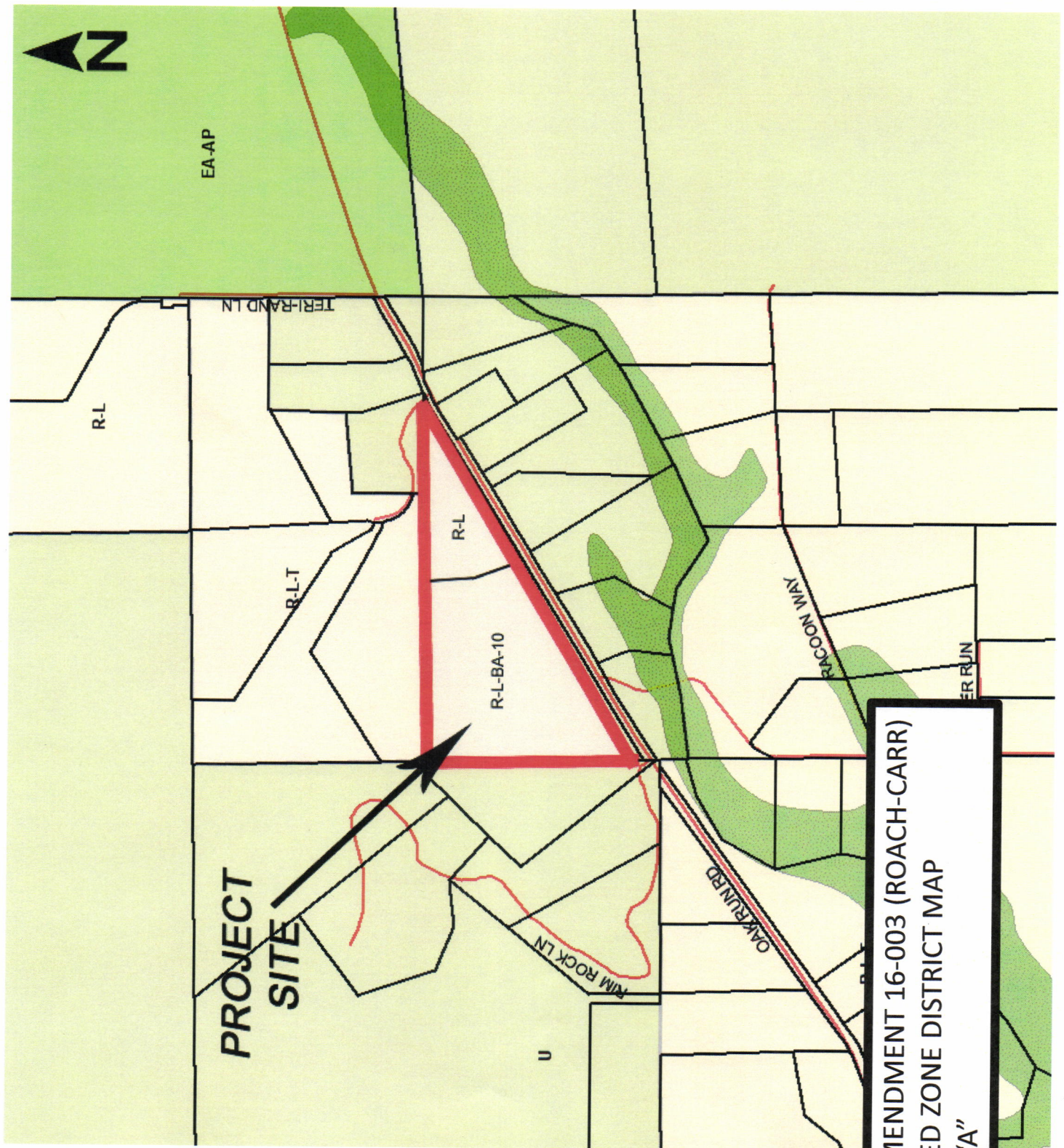
ATTACHMENTS:

Description	Upload Date	Description
Project Location Maps	6/4/2018	Project Location Maps
Initial Study	6/4/2018	Initial Study
Department of Fish & Wildlife Comment Letter & Revised Mitigation Measures	6/4/2018	Department of Fish & Wildlife Comment Letter & Revised Mitigation Measures
Planning Commission Memo of April 9, 2018	6/4/2018	Planning Commission Memo of April 9, 2018
Planning Commission Minutes of April 12, 2018	6/4/2018	Planning Commission Minutes of April 12, 2018
Planning Commission Staff Report of May 10, 2018	6/4/2018	Planning Commission Staff Report of May 10, 2018
Planning Commission Resolution 2018-006	6/4/2018	Planning Commission Resolution 2018-006
Planning Commission Draft Minutes of May 10, 2018	6/4/2018	Planning Commission Draft Minutes of May 10, 2018

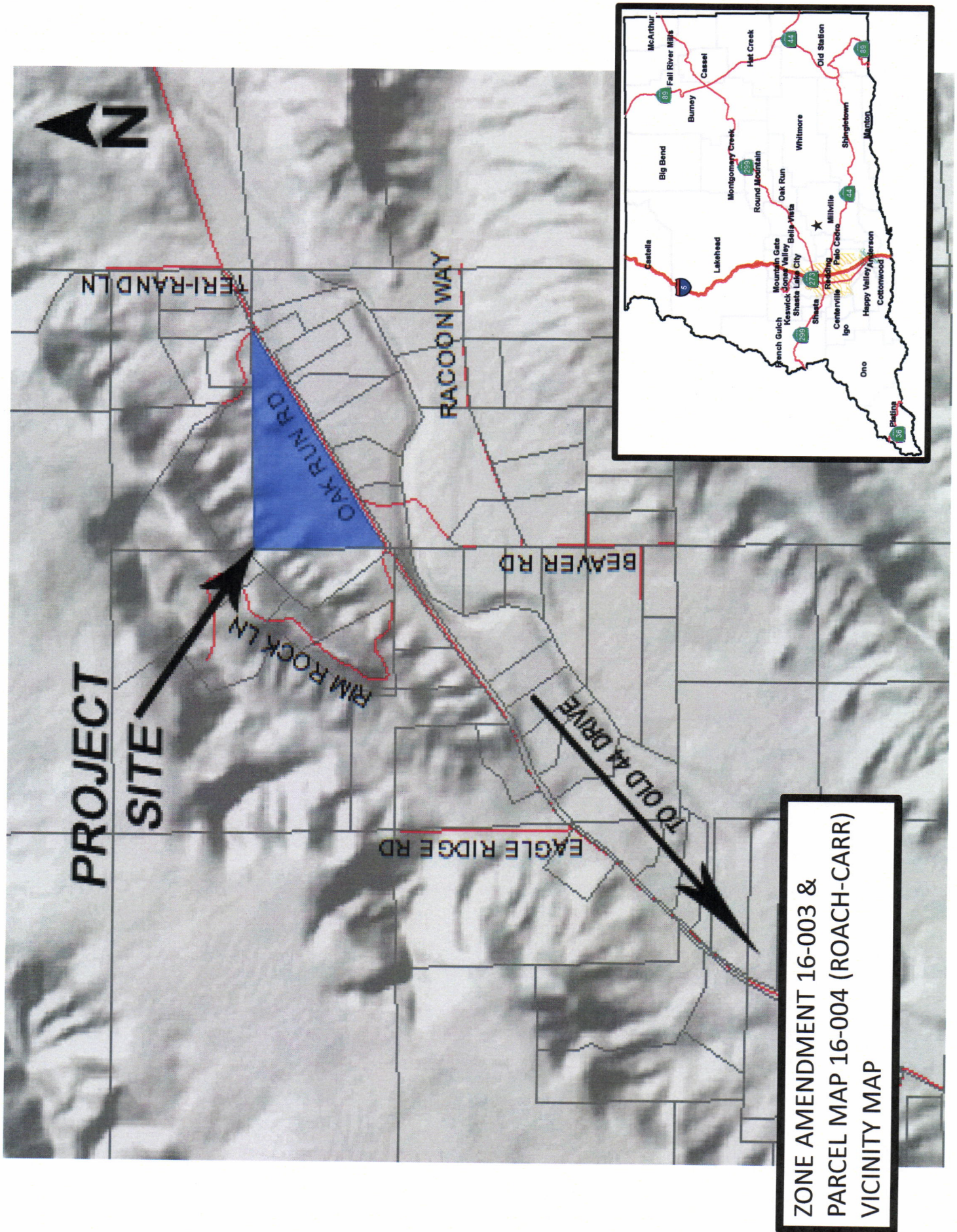
Ordinance for Zone Amendment

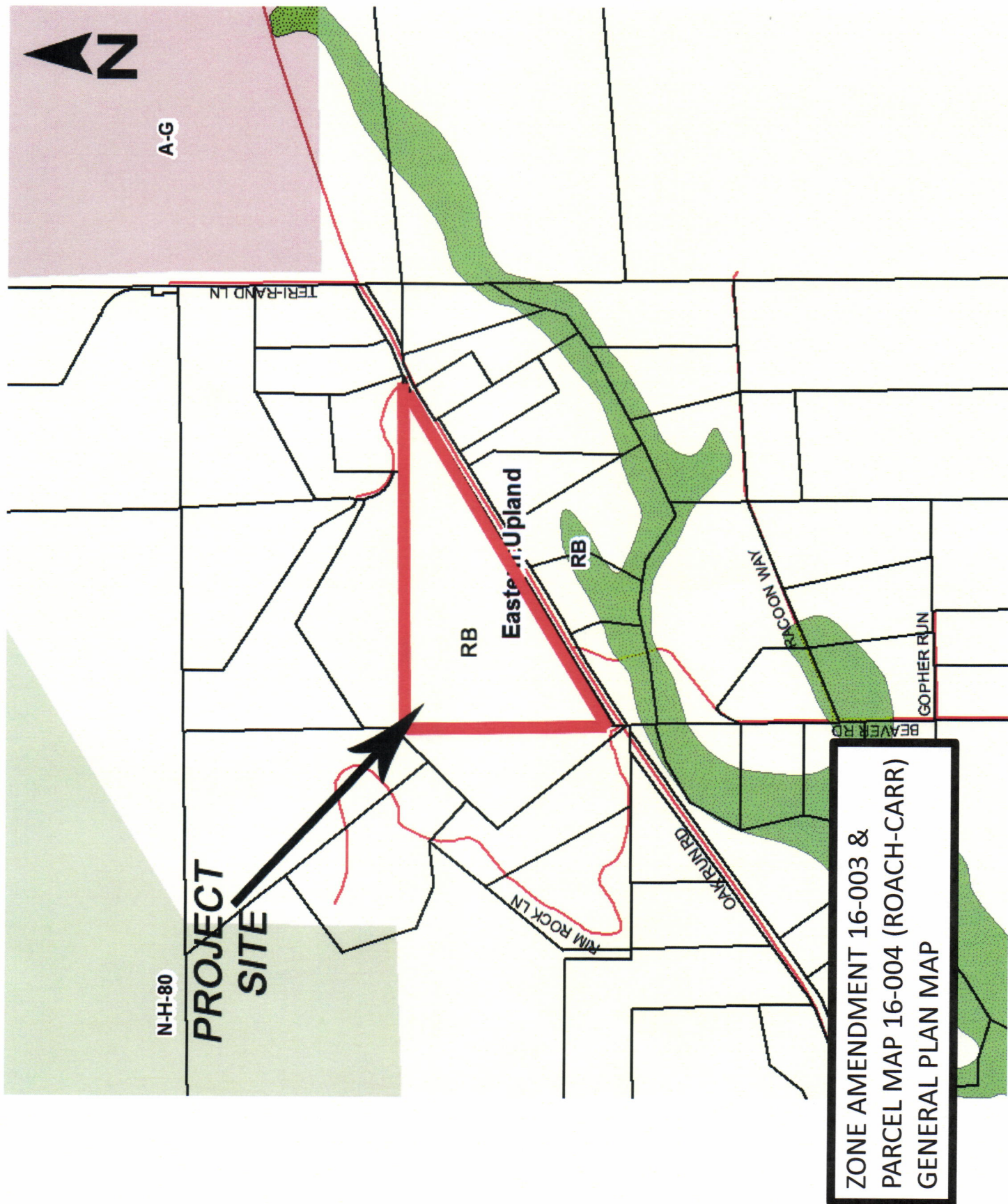
6/6/2018

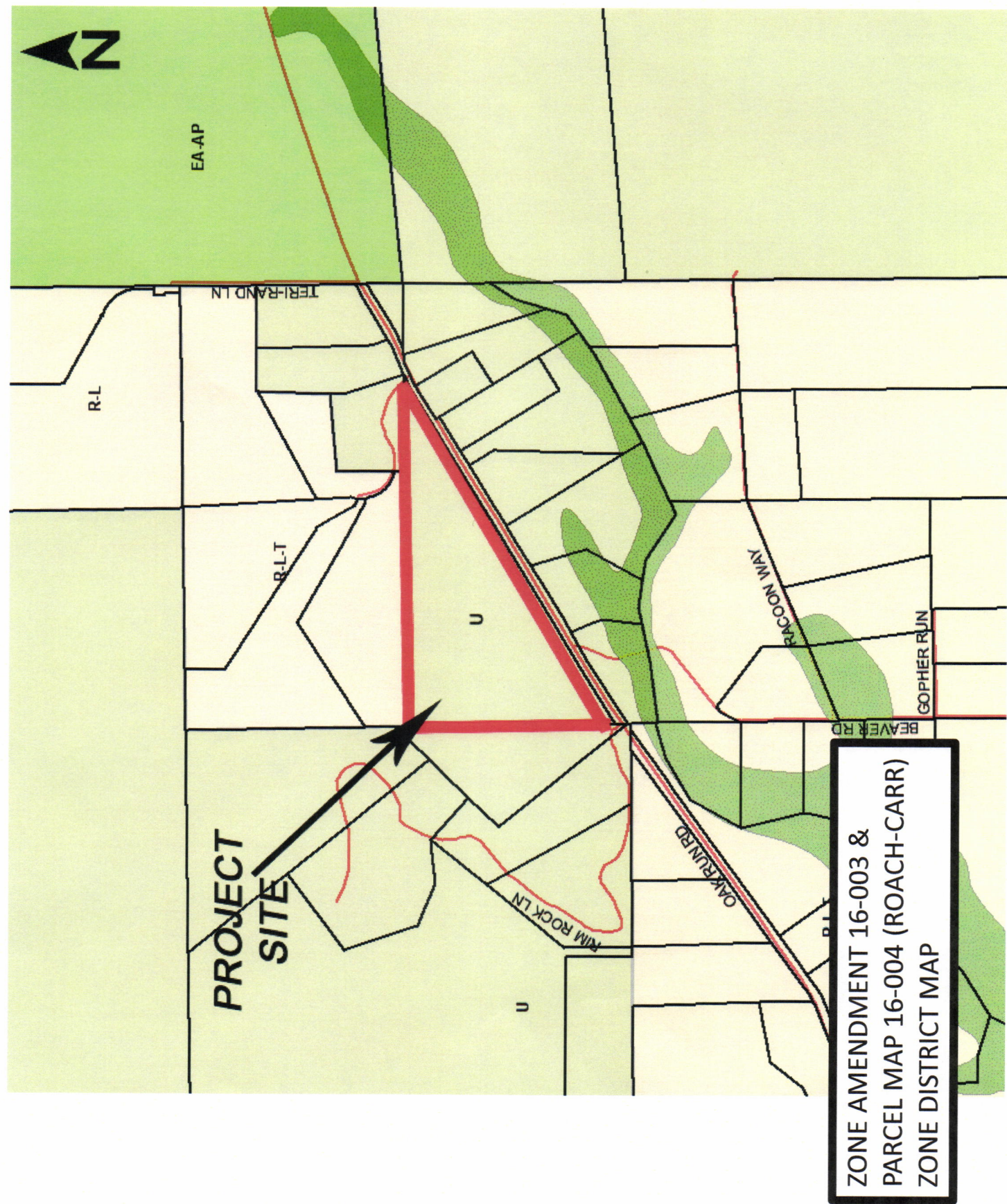
Ordinance for Zone
Amendment



ZONE AMENDMENT 16-003 (ROACH-CARR)
PROPOSED ZONE DISTRICT MAP
EXHIBIT "A"







Notice of Completion & Environmental Document Transmittal

Mail to: State Clearinghouse, P. O. Box 3044, Sacramento, CA 95812-3044 (916) 445-0613

For Hand Delivery/Street Address: 1400 Tenth Street, Sacramento, CA 95814

SCH # _____

Project Title: Parcel Map 16-004 / Zone Amendment 16-003

Lead Agency: Shasta County Department of Resource Management – Planning Division Contact Person: Lio Salazar, Senior Planner

Mailing Address: 1855 Placer Street, Suite 103

Phone: (530) 225-5532

City: Redding, CA

Zip: 96001

County: Shasta

Project Location: County: Shasta

City/Nearest Community: Millville

Cross Streets: Rim Rock Lane and Oak Run Road

Zip Code: 96073

Lat. / Long.: 40° 36' 34" N / 122° 9' 2" W

Total Acres: 28.92

Assessor's Parcel No.: 060-730-011

Section: 24

Twp.: T.32 N.

Range: R. 3 W.

Base: MDBM

Within 2 Miles: State Hwy #: N/A

Waterways: Oak Run Creek, Dry Creek, Swede Creek, Oat Creek

Airports: N/A

Railways: N/A

Schools: N/A

Document Type:

CEQA:

☐ NOP☐ Early Cons☐ Neg Dec☒ Mit Neg Dec☐ Draft EIR☐ Supplement/Subsequent EIR

(Prior SCH No.) _____

Other _____

NEPA:

☐ NOI☐ EA☐ Draft EIS☐ FONSI

Other:

☐ Joint Document☐ Final Document☐ Other _____**Local Action Type:**☐ General Plan Update☐ General Plan Amendment☐ General Plan Element☐ Community Plan☐ Specific Plan☐ Master Plan☐ Planned Unit Development☐ Site Plan☒ Rezone☐ Prezone☐ Use Permit☒ Land Division (Subdivision, etc.)☐ Annexation☐ Redevelopment☐ Coastal Permit☐ Other _____**Development Type:**

X Residential: Units _____ Acres 23.93

☐ Office: Sq.ft. _____

Acres _____

Employees _____

☐ Commercial: Sq.ft. _____

Acres _____

Employees _____

☐ Industrial: Sq.ft. _____

Acres _____

Employees _____

☐ Educational _____☐ Recreational _____☐ Water Facilities: Type _____ MGD _____☐ Transportation: Type _____☐ Mining: Mineral _____☐ Power: Type _____ MW _____☐ Waste Treatment: Type _____ MGD _____☐ Hazardous Waste: Type _____☐ Other: _____**Project Issues Discussed in Document:**☒ Aesthetic/Visual☐ Agricultural Land☒ Air Quality☐ Archeological/Historical☒ Biological Resources☐ Coastal Zone☒ Drainage/Absorption☐ Economic/Jobs

Other _____

☐ Fiscal☐ Flood Plain/Flooding☒ Forest Land/Fire Hazard☒ Geologic/Seismic☐ Minerals☒ Noise☒ Population/Housing Balance☐ Public Services/Facilities☐ Recreation/Parks☐ Schools/Universities☒ Septic Systems☐ Sewer Capacity☒ Soil Erosion/Compaction/Grading☒ Solid Waste☒ Toxic/Hazardous☒ Traffic/Circulation☐ Vegetation☒ Water Quality☒ Water Supply/Groundwater☒ Wetland/Riparian☐ Wildlife☐ Growth Inducing☐ Land Use☐ Cumulative Effects ☐**Present Land Use/Zoning/General Plan Designation:**

Undeveloped / Rural Residential B (RB) / Unclassified (U)

Project Description: (please use a separate page if necessary)

The project is a rezoning from the Unclassified (U) zone district to the Limited Residential (R-L) zone district and the Limited Residential combined with the 10-Acre Minimum Lot Area (R-L-BA-10) zone district in conjunction with a parcel map for a two-parcel residential land division. The land division proposal would subdivide an existing 28.92-acre parcel to create 6.79 (Parcel 1) and 22.13 acre parcels (Parcel 2) for residential uses. The R-L zone district would be applied to the 6.79-acre parcel and R-L-BA-10 zone district would be applied to the 22.13-acre parcel.

Reviewing Agencies Checklist

Lead Agencies may recommend State Clearinghouse distribution by marking agencies below with and "X".
If you have already sent your document to the agency please denote that with an "S".

<input type="checkbox"/> Air Resources Board	<input type="checkbox"/> Office of Emergency Services
<input type="checkbox"/> Boating & Waterways, Department of	<input type="checkbox"/> Office of Historic Preservation
<input type="checkbox"/> California Highway Patrol	<input type="checkbox"/> Office of Public School Construction
<input type="checkbox"/> CalFire	<input type="checkbox"/> Parks & Recreation
<input checked="" type="checkbox"/> S Caltrans District # <u>2</u>	<input type="checkbox"/> Pesticide Regulation, Department of
<input type="checkbox"/> Caltrans Division of Aeronautics	<input type="checkbox"/> Public Utilities Commission
<input type="checkbox"/> Caltrans Planning (Headquarters)	<input checked="" type="checkbox"/> S Regional WQCB # <u>5</u>
<input type="checkbox"/> Central Valley Flood Protection Board	<input type="checkbox"/> Resources Agency
<input type="checkbox"/> Coachella Valley Mountains Conservancy	<input type="checkbox"/> S.F. Bay Conservation & Development Commission
<input type="checkbox"/> Coastal Commission	<input type="checkbox"/> San Gabriel & Lower L.A. Rivers and Mtns Conservancy
<input type="checkbox"/> Colorado River Board	<input type="checkbox"/> San Joaquin River Conservancy
<input type="checkbox"/> Conservation, Department of	<input type="checkbox"/> Santa Monica Mountains Conservancy
<input type="checkbox"/> Corrections, Department of	<input type="checkbox"/> State Lands Commission
<input type="checkbox"/> Delta Protection Commission	<input type="checkbox"/> SWRCB: Clean Water Grants
<input type="checkbox"/> Education, Department of	<input type="checkbox"/> SWRCB: Water Quality
<input type="checkbox"/> Energy Commission	<input type="checkbox"/> SWRCB: Water Rights
<input checked="" type="checkbox"/> S Fish & Game Region # <u>1</u>	<input type="checkbox"/> Tahoe Regional Planning Agency
<input type="checkbox"/> Food & Agriculture, Department of	<input type="checkbox"/> Toxic Substances Control, Department of
<input type="checkbox"/> General Services, Department of	<input type="checkbox"/> Water Resources, Department of
<input type="checkbox"/> Health Services, Department of	<input type="checkbox"/> Other _____
<input type="checkbox"/> Housing & Community Development	<input type="checkbox"/> Other _____
<input type="checkbox"/> Integrated Waste Management Board	
<input type="checkbox"/> Native American Heritage Commission	

Local Public Review Period (to be filled in by lead agency)Starting Date 03/02/2018Ending Date 04/05/2018**Lead Agency (Complete if applicable):**

Consulting Firm: _____	Applicant: <u>John Carr, Trustee</u>
Address: _____	Address: <u>P.O. Box 740</u>
City/State/Zip: _____	City/State/Zip: <u>Palo Cedro, CA 96073</u>
Contact: _____	Phone: <u>(530) 547-3384</u>
Phone: _____	

Signature of Lead Agency Representative: Date: 2/28/18

Authority cited: Section 21083, Public Resources Code. Reference: Section 21161, Public Resources Code.

ENVIRONMENTAL INITIAL STUDY & MITIGATED NEGATIVE DECLARATION

Parcel Map 16-004 and Zone Amendment 16-003

Roach-Carr

March 2, 2018

ENVIRONMENTAL INITIAL STUDY &
MITIGATED NEGATIVE DECLARATION
WITH
References and Documentation

Prepared by
SHASTA COUNTY DEPARTMENT OF RESOURCE MANAGEMENT
PLANNING DIVISION
1855 Placer Street, Suite 103
Redding, California 96001

**SHASTA COUNTY
ENVIRONMENTAL CHECKLIST FORM
INITIAL STUDY & MITIGATED NEGATIVE DECLARATION**

1. **Project Title:**
Parcel Map 16-004 and Zone Amendment 16-003 (Roach-Carr)
2. **Lead agency name and address:**
Shasta County Department of Resource Management, Planning Division
1855 Placer Street, Suite 103
Redding, CA 96001-1759
3. **Contact Person and Phone Number:**
Lio Salazar, Senior Planner (530) 225-5532
4. **Project Location:**
The project site is located near Millville, CA on the north side of Oak Run Road, at the Rim Rock Lane/Oak Run Road intersection which is approximately 3.4 miles north of the intersection of Oak Run Road and Old 44 Drive. (Assessor Parcel Number 060-073-011).
5. **Applicant Name and Address:**
Roach-Carr Trust of 2014
P.O. Box 740
Palo Cedro, CA 96073
6. **General Plan Designation:**
Rural Residential B (RB)
7. **Zoning:**
Unclassified (U)
8. **Description of Project:**
The project is a rezoning from the Unclassified (U) zone district to the Limited Residential (R-L) zone district and the Limited Residential combined with the 10-Acre Minimum Lot Area (R-L-BA-10) zone district in conjunction with a parcel map for a two-parcel residential land division. The land division proposal would subdivide an existing 28.92-acre parcel to create 6.79 (Parcel 1) and a 22.13 acre parcel (Parcel 2) for residential uses. The R-L zone district would be applied to the 6.79-acre parcel and R-L-BA-10 zone district would be applied to the 22.13-acre parcel.

Development of dwelling units on the resulting parcels are not proposed as part of this project, but the division would create the potential for future development of up to two (2) dwelling units on each proposed parcel. This would represent an increase of two units over what could currently be developed on the property.

The applicant would be required to construct driveway encroachments (connections) at the proposed parcel access points and install main distribution lines required by utility service providers. A typical driveway encroachment consists of an approximately 16-foot wide paved apron abutting the roadway and extending approximately ten feet onto a private driveway. Existing electric utility infrastructure is well developed in the area. Construction of any utility infrastructure necessary to serve the proposed parcels would be limited in scope and scale.

9. **Surrounding Land Uses and Setting:**

Initial Study – ZA16-003 and PM16-004 – Roach-Carr

The project site is undeveloped. Topography at the site is undulating. The site slopes predominantly to the southeast. The property is more steeply sloped near the northwest corner and near a hillock located on proposed Parcel 1. The drainage pattern of the property follows the undulating topography and southeast facing aspect. Several ephemeral and intermittent drainages, and wet swales convey run-off to a constructed ditch along Oak Run Road. Roadside drainage features eventually discharge to Oak Run Creek which flows through properties on the southeast side of Oak Run Road. Vegetation at the project site consists primarily of California native Blue Oak trees and annual grassland. All parcels adjacent to the property are developed with single-family residences. Several parcels in the vicinity are developed with single-family residences as well. Residential development in the vicinity is relatively dense with approximately 50 residences within one-mile of the project site.

10. **Other public agencies whose approval is required (e.g., permits, financing approval, or participation agreement.):**

None.

11. **Have California Native American tribes traditionally and culturally affiliated with the project area requested consultation pursuant to Public Resources Code section 21080.3.1? If so, has consultation begun?**

No California Native American tribe has contacted Shasta County, as the lead agency, in writing to express a traditional or cultural affiliation with the geographic area where the project is proposed and/or to be informed by Shasta County through formal notification of proposed projects in the geographic area where this project is located. Therefore, consultation has neither begun or is required in accordance with Public Resources Code section 21080.3.1.

NOTE: Conducting consultation early in the CEQA process allows tribal governments, lead agencies, and project proponents to discuss the level of environmental review, identify and address potential adverse impacts to tribal cultural resources, and reduce the potential for delay and conflict in the environmental review process. (See Public Resources Code section 21083.3.2.) Information may also be available from the California Native American Heritage Commission's Sacred Lands File per Public Resources Code section 5097.96 and the California Historical Resources Information System administered by the California Office of Historic Preservation. Please also note that Public Resources Code section 21082.3(c) contains provisions specific to confidentiality.

ENVIRONMENTAL FACTORS POTENTIALLY AFFECTED:

The environmental factors checked below would be potentially affected by this project, involving at least one impact that is a "Potentially Significant Impact" as indicated by the checklist on the following pages.

	Aesthetics		Agricultural Resources		Air Quality
	Biological Resources		Cultural Resources		Geology / Soils
	Greenhouse Gas Emissions		Hazards & Hazardous Materials		Hydrology / Water Quality
	Land Use / Planning		Mineral Resources		Noise
	Population / Housing		Public Services		Recreation
	Transportation / Traffic		Tribal Cultural Resources		Utilities / Service Systems
	Mandatory Findings of Significance				

DETERMINATION: (To be completed by the Lead Agency)

On the basis of the initial evaluation:

☐ I find that the proposed project COULD NOT have a significant effect on the environment, and a NEGATIVE DECLARATION will be prepared.

☒ I find that although the proposed project could have a significant effect on the environment, there will not be a significant effect in this case because revisions in the project have been made by or agreed to by the project proponent. A MITIGATED NEGATIVE DECLARATION will be prepared.

☐ I find that the proposed project MAY have a significant effect on the environment, and an ENVIRONMENTAL IMPACT REPORT is required.

☐ I find that the proposed project MAY have a "potentially significant impact" or "potentially significant unless mitigated" impact on the environment, but at least one effect 1) has been adequately analyzed in an earlier document pursuant to applicable legal standards, and 2) has been addressed by mitigation measures based on the earlier analysis as described on attached sheets. An ENVIRONMENTAL IMPACT REPORT is required, but it must analyze only the effects that remain to be addressed.

☐ I find that although the proposed project could have a significant effect on the environment because all potentially significant effects (a) have been analyzed adequately in an earlier EIR or NEGATIVE DECLARATION pursuant to applicable standards, and (b) have been avoided or mitigated pursuant to that earlier EIR or NEGATIVE DECLARATION, including revisions or mitigation measures that are imposed upon the proposed project, nothing further is required.

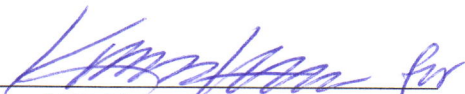
Copies of the Initial Study and related materials and documentation may be obtained at the Planning Division of the Department of Resource Management, 1855 Placer Street, Suite 103, Redding, CA 96001. Contact Lio Salazar, Senior Planner at (530) 225-5532.



Lio Salazar, AICP
Senior Planner

2/28/18

Date



Richard W. Simon, AICP
Director of Resource Management

2/28/18

Date

EVALUATION OF ENVIRONMENTAL IMPACTS:

- 1) A brief explanation is required for all answers except "No Impact" answers that are adequately supported by the information sources a lead agency cites in the parenthesis following each question. A "No Impact" answer is adequately supported if all the referenced information sources show that the impact simply does not apply to projects like the one involved (e.g., the project falls outside a fault rupture zone). A "No Impact" answer should be explained where it is based on project-specific factors as well as general standards (e.g., the project will not expose sensitive receptors to pollutants, based on a project-specific screening analysis).
- 2) All answers must take account of the whole action involved, including off-site as well as on-site, cumulative as well as project-level, indirect as well as direct, and construction as well as operational impacts.
- 3) Once the lead agency has determined that a particular physical impact may occur, then the checklist answers must indicate whether the impact is potentially significant, less-than-significant with mitigation, or less-than-significant. "Potentially Significant Impact" is appropriate if there is substantial evidence that an effect may be significant. If there are one or more, "Potentially Significant Impact" entries when the determination is made, an EIR is required.
- 4) "Negative Declaration: Less-than-significant With Mitigation Incorporated" applies where the incorporation of mitigation measures has reduced an effect from "Potentially Significant Impact" to a "Less-than-significant Impact." The lead agency must describe the mitigation measures, and briefly explain how they reduce the effect to a less-than-significant level (mitigation measures from Section XVIII, "Earlier Analyses," may be cross-referenced).
- 5) Earlier analyses may be used where, pursuant to the tiering, program EIR, or other CEQA process, an effect has been adequately analyzed in an earlier EIR or Negative Declaration. Section 15063(c)(3)(D). In this case, a brief discussion should identify the following:
 - a) Earlier Analysis Used. Identify and state where they are available for review.
 - b) Impacts Adequately Addressed. Identify which effects from the above checklist were within the scope of and adequately analyzed in an earlier document pursuant to applicable legal standards, and state whether such effects were addressed by mitigation measures based on the earlier analysis.
 - c) Mitigation Measures: For effects that are "Less-than-significant with Mitigation Measures Incorporated," describe the mitigation measures which were incorporated or refined from the earlier document and the extent to which they address site-specific conditions for the project.
- 6) Lead agencies are encouraged to incorporate into the checklist references to information sources for potential impacts (e.g. General Plans, zoning ordinances). Reference to a previously prepared or outside document should, where appropriate, include a reference to the page or pages where the statement is substantiated.
- 7) Supporting Information Sources: A source list should be attached, and other sources used or individuals contacted should be cited in the discussion.
- 8) This is only a suggested form, and lead agencies are free to use different formats; however, lead agencies should normally address the questions from this checklist that are relevant to a project's environmental effects in whatever format is selected.
- 9) The explanation of each issue should identify the following:
 - a) The significance criteria or threshold, if any, used to evaluate each question; and
 - b) The mitigation measure identified, if any, to reduce the impact to less-than-significant.

I. <u>AESTHETICS</u>: Would the project:	Potentially Significant Impact	Less-Than-Significant With Mitigation Incorporated	Less-Than-Significant Impact	No Impact
a) Have a substantial adverse effect on a scenic vista?			✓	
b) Substantially damage scenic resources, including, but not limited to, trees, rock outcroppings, and historic buildings within a State scenic highway?			✓	
c) Substantially degrade the existing visual character or quality of the site and its surroundings?			✓	
d) Create a new source of substantial light or glare which would adversely affect day or nighttime views in the area?			✓	

Discussion: Based on the related documents listed in the Sources of Documentation for Initial Study Checklist, staff review of the project, observations on the project site and in the vicinity, the following findings can be made:

- a,b,c) The project is not visible from or located within a State scenic highway corridor. The visual quality of the site is characterized by the oak woodland vegetation present at the property. The project would require the construction of driveway encroachments for each parcel. Future residential development of the proposed parcels would be similar in visual character and impact to existing residential development in the vicinity. The required project improvements and potential future residential development of the proposed parcels would not result in any significant adverse effect on a scenic vista, substantially damage any scenic resource, or degrade the existing residential visual character or quality of the site and its surroundings.
- d) Future residential development of the proposed parcels would introduce new sources of light commonly associated with residential buildings and uses. The introduction of such buildings and lighting would be consistent with the existing residential visual character and quality of the site and its surroundings and would not result in substantial light or glare.

Mitigation/Monitoring: None proposed.

II. <u>AGRICULTURE AND FORESTRY RESOURCES</u>: In determining whether impacts to agricultural resources are significant environmental effects, lead agencies may refer to the California Agricultural Land Evaluation and Site Assessment Model (1997) prepared by the California Dept. of Conservation as an optional model to use in assessing impacts on agriculture and farmland. In determining whether impacts to forest resources, including timberland, are significant environmental effects, lead agencies may refer to information compiled by the California Department of Forestry and Fire Protection regarding the state's inventory of forest land, including the Forest and Range Assessment Project and the Forest Legacy Assessment project; and forest carbon measurement methodology provided in Forest Protocols adopted by the California Air Resources Board. Would the project:	Potentially Significant Impact	Less-Than-Significant With Mitigation Incorporated	Less-Than-Significant Impact	No Impact
a) Convert Prime Farmland, Unique Farmland, or Statewide Importance (Farmland), as shown on the maps prepared pursuant to the Farmland Mapping and Monitoring Program of the California Resources Agency, to non-agricultural use?				✓
b) Conflict with existing zoning for agricultural use, or a Williamson Act Contract?				✓
c) Conflict with existing zoning for, or cause rezoning of, forest land (as defined in Public Resources Code section 12220(g)), timberland (as defined by Public Resources Code section 4526), or				✓

II. AGRICULTURE AND FORESTRY RESOURCES: In determining whether impacts to agricultural resources are significant environmental effects, lead agencies may refer to the California Agricultural Land Evaluation and Site Assessment Model (1997) prepared by the California Dept. of Conservation as an optional model to use in assessing impacts on agriculture and farmland. In determining whether impacts to forest resources, including timberland, are significant environmental effects, lead agencies may refer to information compiled by the California Department of Forestry and Fire Protection regarding the state's inventory of forest land, including the Forest and Range Assessment Project and the Forest Legacy Assessment project; and forest carbon measurement methodology provided in Forest Protocols adopted by the California Air Resources Board. Would the project:	Potentially Significant Impact	Less-Than-Significant With Mitigation Incorporated	Less-Than-Significant Impact	No Impact
timberland zoned Timberland Production (as defined by Government Code section 51104(g))?				
d) Result in the loss of forest land or conversion of forest land to non-forest use?				✓
e) Involve other changes in the existing environment which, due to their location or nature, could result in conversion of Farmland, to non-agricultural use or conversion of forest land to non-forest use?				✓

Discussion: Based on the related documents listed in the Sources of Documentation for Initial Study Checklist, staff review of the project, observations on the project site and in the vicinity, the following findings can be made:

- The subject property is not identified as Prime Farmland, Unique Farmland, or Statewide Importance on the map titled Shasta County Important Farmland 2014.
- Neither this property nor the surrounding properties are zoned for agricultural use nor are they in a Williamson Act Contract.
- The project would not conflict with existing zoning for, or cause rezoning of, forest land (as defined in Public Resources Code section 12220(g)), timberland (as defined by Public Resources Code section 4526), or timberland zoned Timberland Production (as defined by Government Code section 51104(g)). The project site is not forest land, timberland or zone Timberland Production.
- The project would not result in the loss of forest land or conversion of forest land to non-forest use. The project site is not forest land.

Mitigation/Monitoring: None proposed.

III. AIR QUALITY: Where available, the significance criteria established by the applicable air quality management or air pollution control district may be relied upon to make the following determinations. Would the project:	Potentially Significant Impact	Less-Than-Significant With Mitigation Incorporated	Less-Than-Significant Impact	No Impact
a) Conflict with or obstruct implementation of the applicable air quality plan?				✓
b) Violate any air quality standard or contribute substantially to an existing or projected air quality violation?			✓	
c) Result in a cumulatively considerable net increase of any criteria pollutant for which the project region is non-attainment under an applicable Federal or State ambient air quality standard (including releasing emission which exceed quantitative thresholds for ozone precursors)?			✓	
d) Expose sensitive receptors to substantial pollutant concentrations?			✓	

III. AIR QUALITY: Where available, the significance criteria established by the applicable air quality management or air pollution control district may be relied upon to make the following determinations. Would the project:	Potentially Significant Impact	Less-Than-Significant With Mitigation Incorporated	Less-Than-Significant Impact	No Impact
e) Create objectionable odors affecting a substantial number of people?			✓	

Discussion: Based on related documents listed in the Sources of Documentation for Initial Study Checklist, staff review of the project, observations on the project site and in the vicinity, the following findings can be made:

a,b,c)The applicant would be required to construct driveway encroachments (connections) at the proposed parcel access points and install main distribution lines required by utility service providers, if any. A typical driveway encroachment consists of an approximately 16-foot wide paved apron abutting the roadway and extending approximately ten feet onto a private driveway. Existing electric utility infrastructure is well developed in the area. Construction of any utility infrastructure necessary to serve the proposed parcels would be limited in scope and scale.

Construction equipment and activities associated with making these improvements would generate air contaminants, including oxides of nitrogen (NOx), reactive organic gases (ROG), carbon dioxide (CO2) and particulate matter (PM10), in the form of engine exhaust and fugitive dust. This would also be true of any construction equipment and activities associated with future residential development of the resulting parcels.

The scope of the required project improvements is relatively limited. Construction of the improvements would not involve extensive vegetation removal or ground disturbance, require a significant number of equipment hours to complete, or generate significant traffic volumes during construction. This would also be the case with respect to future residential development of the proposed parcels. If two dwelling units are built on each of the resulting parcels, traffic in the area could potentially increase by approximately 40 vehicle trips per day. This is an increase of 20 vehicle trips over what would be generated with approval of ministerial building permits to construct two dwelling units on the property as it is today. This increase would be a minimal in comparison to the traffic volume generated by existing residences in the vicinity. Therefore, the project is not expected to generate a significant amount of any air contaminant.

The Shasta County General Plan requires Standard Mitigation Measures (SMMs) addressing air quality concerns be applied to all projects regardless of whether the project has the potential to create potentially significant air quality impacts. Application of the SMMs in combination with the limited scope of improvements assure, the project will not significantly violate any air quality standard or contribute substantially to an existing or projected air quality violation increase in any criteria pollutant, including ozone, ozone pre-cursors or PM10 (particulate matter); the pollutants for which the Northern Sacramento Valley Air Basin is in non-attainment under the applicable State ambient air quality standard, and would not conflict with or obstruct implementation of the 2012 Attainment Plan for Northern Sacramento Valley Air Basin as adopted by Shasta County, or any other applicable air quality plan. The project is consistent with the RB General Plan designation and the air quality attainment plan.

d,e) Residential uses exist adjacent to and in the vicinity of the project site. The project does not involve the establishment of any new uses that would generate substantial pollution concentrations. Equipment used to construct the required improvements would produce emissions that some may find objectionable. As described above, substantial pollutant concentrations are not anticipated during construction of required project improvements or future residential development of the resulting parcels. Existing residences nearest the areas where construction would or is likely to occur are approximately 100-200 feet away. Therefore, nearby sensitive receptors would not be exposed to substantial pollution concentrations. Nor would a substantial number of people be exposed to objectionable odors.

Mitigation/Monitoring: None proposed.

IV. BIOLOGICAL RESOURCES: Would the project:	Potentially Significant Impact	Less-Than-Significant With Mitigation Incorporated	Less-Than-Significant Impact	No Impact
a) Have a substantial effect, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special-status species in local or regional plans, policies, or regulations, or by the California Department of Fish and Wildlife		✓		

IV. <u>BIOLOGICAL RESOURCES</u>: Would the project:	Potentially Significant Impact	Less-Than-Significant With Mitigation Incorporated	Less-Than-Significant Impact	No Impact
or U.S. Fish and Wildlife Service?				
b) Have a substantial adverse effect on any riparian habitat or other sensitive natural community identified in local or regional plans, policies, and regulations or by the California Department of Fish and Wildlife or U.S. Fish and Wildlife Service?		✓		
c) Have a substantial adverse effect on Federally protected wetlands as defined by Section 404 of the Clean Water Act (including, but not limited to, marsh, vernal pool, coastal, etc.) through direct removal, filling, hydrological interruption, or other means?		✓		
d) Interfere substantially with the movement of any native resident or migratory fish or wildlife species or with established native resident or migratory wildlife corridors, or impede the use of native wildlife nursery sites?			✓	
e) Conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance?		✓		
f) Conflict with the provisions of an adopted Habitat Conservation Plan, Natural Community, Conservation Plan, or other approved local, regional, or State habitat conservation plan?				✓

Discussion: Based on the related documents listed in the Sources of Documentation for Initial Study Checklist, staff review of the project, observations on the project site and in the vicinity, and a wetlands screening report prepared by ENPLAN and a draft Oak woodlands conservation plan prepared by Registered Professional Forester, Frank S. Borden, and pre-consultation comments from the California Department of Fish and Wildlife, the following findings can be made:

a,b,c) No species identified as a candidate, sensitive, or special-status species in local or regional plans, policies, or regulations, or by the California Department of Fish and Wildlife or the U.S. Fish and Wildlife Service have been identified on the project site or within approximately ¼ of a mile. Based on both the absence of a known candidate, sensitive, or special-status species occurrence in the vicinity and limited scope of the project, the lead agency has determined that no additional biological surveys are necessary and that the potential impacts of the project on such species is less-than-significant.

There are no vernal pools or wetlands identified on the subject property based on the Vernal Pools, Wetlands, and Waterways Map of Shasta County prepared by the Geographic Information Center, California State University, Chico, on August 24, 1996 or the National Wetlands Inventory map. However, the California Natural Diversity Database (CNDDDB) notes vernal pools located within ½-mile of the project site and the potential of soil within the project to display hydric characteristics. On this basis the County requested and the applicant submitted a wetlands screening report prepared by ENPLAN. The report states that soils at the project site may have hydric inclusions, but are not generally considered hydric. No evidence of vernal pool features was observed during the preliminary screening.

There is no riparian habitat on the project site, however the wetlands screening report prepared by ENPLAN noted several intermittent and ephemeral drainages, and wet swales that convey run-off to a constructed ditch located along Oak Run Road. Roadside drainage features in the vicinity eventually discharge to Oak Run Creek. The report noted that hydrophytic vegetation was observed within and near these features and that they may be jurisdictional waters. Any disturbance of these features would likely be subject to permit requirements of the United States Army Corps of Engineers, State of California Regional Water Quality Control Board, and/or the State of California Department of Fish and Game. The project as proposed would not disturb the features as mapped in the preliminary wetland screening report. Based on a preliminary driveway locations and building envelopes shown on the tentative parcel map, future residential development of the parcels could be accomplished while avoiding these features.

To protect these features from impacts associated with future residential development, it is recommended a final wetlands delineation be conducted prior to recordation of the final Parcel Map. Further it is recommended that the extent of the features as

determined in the final wetlands delineation and an additional 50-foot buffer measured from the edge of the delineated wetlands be shown on the final map Parcel Map and labeled as non-building/non-disturbance areas, except as may be allowed with prior approval of the United States Army Corps of Engineers, State of California Regional Water Quality Control Board, and/or the State of California Department of Fish and Game.

- d) Construction of the driveway encroachments would not require the removal of any trees. Oak trees are widely distributed on the property. Future construction of residential driveways and buildings could be accomplished without removing or minimizing removal of trees. The vast majority of trees within the property are unlikely to be removed or disturbed by future residential development activities. Advisory conditions regarding applicable Fish and Game codes regarding birds, and general bat concerns will be recommended for the project, but the potential impacts of the project on bird and bat populations or habitat on the project site and vicinity would be less-than-significant and would not require specific mitigation measures.
- e) A draft oak woodland conservation plan prepared for the original four-parcel land division proposal determined that the project site is an oak woodland, but that the function of the woodland is compromised as it is disconnected from large tracts of undeveloped woodland by surrounding residential development, numerous roads, and fencing. This description would be consistent with the oak woodland on the project site and in the vicinity being considered moderately degraded.

The project has since been revised to a proposed two-parcel land division, but the preferred building envelopes and driveway locations for the two remaining parcels were evaluated in the draft oak woodlands conservation plan. The reduction in the number of proposed parcels would coincide with an general reduction in the significance or oak woodland impacts associated with the project. The draft oak woodlands conservation plan has been accepted as final without need of further revision.

An oak woodlands inventory of trees greater than five (5) inches in diameter was conducted within the preferred building envelopes and sewage disposal areas shown on the map. The preparer of the oak woodlands conservation plan recommends retention of inventoried trees within these areas, that driveways be configured to avoid removal of oak trees, and that septic leach fields be designed to avoid trenching through root systems. An exception may be made for removal of trees within the preferred building envelope, if it is determined that an inventoried tree represents a significant safety or fire hazard based on the recommendation of a qualified professional, (i.e., Registered Professional Forester or certified arborist or as necessary to comply with defensible space requirement of the State Fire Code. Development outside of the preferred building envelopes would be required to avoid removal of oak trees greater than five (5) inches in diameter. If these measures are implemented, the potential impacts of the project on oak woodlands would be less-than-significant).

- f) There are no adopted Habitat Conservation Plan, Natural Community, Conservation Plan, or other approved local, regional, or State habitat conservation plans for the project site or project area.

Mitigation/Monitoring: With the mitigation measures being proposed, the impacts will be less-than-significant.

IV.a.b.c.1) A final wetlands delineation shall be conducted and submitted to the Shasta County Planning Division and approved by the Planning Director prior to recordation of the final Parcel Map. The extent of the features, as determined in the approved final wetlands delineation, and a 50-foot buffer shall be show on the final map Parcel Map and labeled as non-building/non-disturbance areas, except as may allowed with prior approval of the United States Army Corps of Engineers, State of California Regional Water Quality Control Board, and/or the State of California Department of Fish and Game.

IV.e.1) The preferred building envelopes and approved sewage disposal areas shall be shown on the final Parcel Map. The location of all oak trees greater than 5-inches in diameter (DBH) determined to be within these areas, as noted in the Oak Woodland Conservation Plan inventory prepared for the project, shall be shown on the final Parcel Map.

IV.e.2) Development of the first dwelling unit shall be within the preferred building envelope. The plot plan submitted with the building permit application for the dwelling shall show the location of those oak trees within the preferred building envelope as shown on the final Parcel Map.

The building project shall be designed to avoid both removal of and trenching within the driplines of these trees, unless it is determined that a tree(s) to be removed represents a safety or fire hazard based on the recommendations of a qualified professional, (i.e., Registered Professional Forester or certified arborist; or, with respect to trenching within the driplines, the project designer, in consultation with a qualified professional, Registered Professional Forester or certified arborist) determines that it is infeasible to construct the project without trenching within the driplines of said tree(s).

If inventoried trees are proposed to be removed, the findings of the qualified professional shall be submitted with the building permit application. If it is infeasible to avoid trenching within the dripline, the project designer shall submit the findings of the qualified professional, including either proposed design elements to minimize trenching within the dripline(s) and/or replacement of the

affected oak tree(s); including a planting and monitoring plan, if trenching within the dripline cannot be minimized to the extent that the tree is likely to survive in the opinion of the qualified professional. Replacement trees shall be planted at a minimum of 2:1 ratio.

Development of either an additional dwelling unit, residential accessory buildings, and/or residential accessory structures within the preferred building envelope shall be subject to the same building permit application requirements as the first dwelling unit.

These requirements shall not prohibit the removal of oak trees less-than five inches in diameter and/or inventoried trees after the improvements are completed if necessary to comply with defensible space requirements of the State Fire Code and provided such removal is strictly in accordance with State recommended defensible space guidelines.

IV.e.3) Plot plans submitted with applications for sewage disposal systems located within the approved sewage disposal area shall show the location of those oak trees within the approved sewage disposal area as shown on the final Parcel Map. The sewage disposal system, including the leach lines, shall be designed to avoid both removal of and trenching within the driplines of these trees.

If the sewage disposal system designer, in consultation with a qualified professional, i.e., Registered Professional Forester or certified arborist, determines that it is infeasible to install the sewage disposal system without trenching within the driplines of said trees; the septic system designer shall submit the findings of the qualified professional, including proposed design elements to minimize trenching within the dripline(s) and/or replacement of the affected oak tree(s), including a planting and monitoring plan, if trenching within the dripline cannot be minimized to the extent that the tree is likely to survive in the opinion of the qualified professional. Replacement trees shall be planted at a minimum of 2:1 ratio.

This requirement shall not prohibit the removal of oak trees less-than five inches in diameter and/or inventoried trees after the improvements are completed, if necessary to comply with defensible space requirements of the State Fire Code and provided such removal is strictly in accordance with State recommended defensible space guidelines.

IV.e.4) Development outside of the preferred building envelope, including driveways, shall be designed to avoid removal of or trenching within the driplines of oak trees greater than 5-inches in diameter.

Site plans submitted with permit applications to develop areas outside of the preferred building envelope shall include copies of aerial imagery clearly showing the improvements are proposed in an area where no trees are present; or a letter from a qualified professional, i.e., Registered Professional Forester or certified arborist indicating that the forester or arborist has inspected the location in the field and determined that no trees greater than 5-inches in diameter will be removed and no trenching will occur within the driplines of trees greater than 5-inches in diameter.

This requirement shall not prohibit the removal of oak trees as necessary to comply with defensible space requirements of the State Fire Code, after the improvements are completed.

<u>V. CULTURAL RESOURCES</u> – Would the project:	Potentially Significant Impact	Less-Than-Significant With Mitigation Incorporated	Less-Than-Significant Impact	No Impact
a) Cause a substantial adverse change in the significance of a historical resource pursuant to §15064.5?				✓
b) Cause a substantial adverse change in the significance of an archaeological resource pursuant to §15064.5?				✓
c) Directly or indirectly destroy a unique paleontological resource or site or unique geologic feature?				✓
d) Disturb any human remains, including those interred outside of formal cemeteries?				✓

Discussion: Based on the related documents listed in the Sources of Documentation for Initial Study Checklist, staff review of the project, observations on the project site and in the vicinity, and an archeological inventory survey prepared by Sean Michael Jensen, M.A. the following findings can be made:

- a) The project would not cause a substantial adverse change in the significance of a historical resource.
- b) The project would not cause a substantial adverse change in the significance of an archaeological resource.
- c) Upon review of the Minerals Element of the General Plan, there is no evidence to suggest that the project would directly or indirectly destroy a unique paleontological resource or site or unique geologic feature.
- d) The project site is not on or adjacent to any known cemetery or burial area. Therefore, there is no evidence to suggest that the project would disturb any human remains.

Information about the project was sent to the Northeast Information Center of the California Historical Resources Information System (CHRIS). CHRIS reviewed the project and commented that the project area is considered to be highly sensitive for cultural resources. A field survey, conducted by Sean Michael Jensen, M.A. on September 22, 2017, found no prehistoric or historic resources within the project boundaries. Therefore, a clearance was recommended by the Cultural Resource Specialist.

Although there is no evidence to suggest that the project would result in any significant effect to historical, archeological, paleontological, or unique geologic resource, or human remains, there is always the possibility that such resources or remains could be encountered. Therefore, if, in the course of development, any archaeological, historical, or paleontological resources are uncovered, discovered or otherwise detected or observed, mineral exploration activities in the affected area shall cease and a qualified archaeologist shall be contacted to review the site and advise the County of the site's significance. If the findings are deemed significant by the Environmental Review Officer, appropriate mitigation shall be required.

Mitigation/Monitoring: None proposed.

<u>VI. GEOLOGY AND SOILS</u> – Would the project:	Potentially Significant Impact	Less-Than-Significant With Mitigation Incorporated	Less-Than-Significant Impact	No Impact
a) Expose people or structures to potential substantial adverse effects, including the risk of loss, injury, or death involving: <ul style="list-style-type: none"> i) Rupture of a known earthquake, fault, as delineated on the most recent Alquist-Priolo Earthquake Fault Zoning Map issued by the State Geologist for the area or based on other substantial evidence of a known fault? Refer to Division of Mines and Geology Special Publications 42. ii) Strong seismic ground shaking? iii) Seismic-related ground failure, including liquefaction? iv) Landslides? 				✓
b) Result in substantial soil erosion or the loss of topsoil?			✓	
c) Be located on a geologic unit or soil that is unstable, or that would become unstable as a result of the project, and potentially result in on- or off-site landslide, lateral spreading, subsidence, liquefaction, or collapse?			✓	
d) Be located on expansive soil, as defined in Table 18-1-B of the Uniform Building Code (1994), creating substantial risks to life or property?			✓	
e) Have soils incapable of adequately supporting the use of septic tanks or alternative wastewater disposal systems where sewers are not available for the disposal of waste water?				✓

Discussion: Based on the related documents listed in the Sources of Documentation for Initial Study Checklist, staff review of the project, observations on the project site and in the vicinity, the following findings can be made:

- a) The project would not expose people or structures to potential substantial adverse effects, including the risk of loss, injury, or death involving:

i) Rupture of a known earthquake fault;

According to the Alquist-Priolo Earthquake Fault Zoning Maps for Shasta County, there is no known earthquake fault on the project site.

ii, iii) Strong seismic ground shaking;

According to the Shasta County General Plan Section 5.1, Shasta County has a low level of historic seismic activity. The project does not include any proposed structures for building.

iv) Landslides.

The topography at the project is undulating and slopes slightly to the southeast. Some areas near the northwest corner and near a hillock on proposed Parcel 1 are more steeply sloped, but these areas are not located near the preferred building envelopes and do not otherwise represent a significant risk of landslide.

- b) Soils that would be graded for construction of the required improvements are identified as Spreckels sandy loam, 3 to 8 percent slopes. Areas that may be graded for future residential development also include Newtown stony loam, 8 to 50 percent slopes, and Inks gravelly loam, 8 to 30 percent slopes in the Soil Survey of Shasta County, completed by the United States Department of Agriculture, Soil Conservation Service and Forest Service in August, 1974. These soil types have hazard of erosion ratings ranging from slight to high.

The preferred building envelopes and driveways are located in areas that have a slight erosion hazard. The moderate to highly erosive soils are located within the steeper areas of the property near the northwest corner and the hillock on proposed Parcel 1. The project improvements and potential post-project development of dwelling units would not require extensive grading and would likely occur within flatter areas of the property that are less prone to erosion. A grading permit is required prior to any grading activities. The grading permit includes requirements for erosion and sediment control, including retention of topsoil. Therefore, the project would not result in significant soil erosion or the loss of topsoil.

- c) According to the Shasta County General Plan Section 5.1, Shasta County has a low level of historic seismic activity. The topography of the site is for the most part undulating and slightly sloping. The threat of landslides, lateral spreading, subsidence, liquefaction, or collapse is less-than-significant.
- d) The site soils are described as low to moderately expansive soils in the "Soil Survey of Shasta County." The California uniform building code requirements would adequately address soil conditions at the site.
- e) The soils on the project site have been tested for wastewater treatment. The testing indicates that sewage disposal capability of the site is somewhat constrained. However, the proposal complies with County adopted sewage disposal criteria for the use of non-conventional sewage disposal systems.

Mitigation/Monitoring: None proposed.

VII. <u>GREENHOUSE GAS EMISSIONS:</u> Would the project:	Potentially Significant Impact	Less-Than-Significant With Mitigation Incorporated	Less-Than-Significant Impact	No Impact
a) Generate greenhouse gas emissions, either directly or indirectly, that may have a significant impact on the environment?			✓	
b) Conflict with an applicable plan, policy or regulation adopted for the purpose of reducing the emissions of greenhouse gases?			✓	

Discussion: Based on these comments, the related documents listed in the Sources of Documentation for Initial Study Checklist, staff review of the project, observations on the project site and in the vicinity, the following findings can be made:

- a, b) In 2005, the Governor of California signed Executive Order S-3-05, establishing that it is the State of California's goal to reduce statewide greenhouse gas (GHG) emission levels. Subsequently, in 2006, the California State Legislature adopted Assembly Bill AB 32, the California Global Warming Solutions Act. In part, AB 32 requires the California Air Resources Board to develop and

adopt regulations to achieve a reduction in the State's GHG emissions to year 1990 levels by year 2020.

California Senate Bill 97 established that an individual project's effect on GHG emission levels and global warming must be assessed under CEQA. SB 97 further directed that the State Office of Planning and Research (QPR) develop guidelines for the assessment of a project's GHG emissions. Those guidelines for GHG emissions were subsequently included as amendments to the CEQA Guidelines. The guidelines did not establish thresholds of significance and there are currently no state, regional, county, or city guidelines or thresholds with which to direct project-level CEQA review. As a result, Shasta County reserves the right to use a qualitative and/or quantitative threshold of significance until a specific quantitative threshold is adopted by the state or regional air district.

The City of Redding currently utilizes a quantitative non-zero project-specific threshold based on a methodology recommended by the California Air Pollution Officers Association (CAPCOA) and accepted by the California Air Resources Board. According to CAPCOA's Threshold 2.3, CARB Reporting Threshold, 10,000 metric tons of carbon-dioxide equivalents per year (mtC02eq/yr) is recommended as a quantitative non-zero threshold. This threshold would be the operational equivalent of 550 dwelling units, 400,000 square feet of office use, 120,000 square feet of retail, or 70,000 square feet of supermarket use. This approach is estimated to capture over half the future residential and commercial development projects in the State of California and is designed to support the goals of AB 32 and not hinder it. The use of this quantitative non-zero project-specific threshold by Shasta County, as lead agency, would be consistent with certain practices of other lead agencies in the County and throughout the State of California.

The United States Environmental Protection Agency (EPA) identifies four primary constituents that are most representative of the GHG emissions. They are:

- Carbon Dioxide (C02): Emitted primarily through the burning of fossil fuels. Other sources include the burning of solid waste and wood and/or wood products and cement manufacturing.
- Methane (CH4): Emissions occur during the production and transport of fuels, such as coal and natural gas. Additional emissions are generated by livestock and agricultural land uses, as well as the decomposition of solid waste.
- Nitrous Oxide (N20): The principal emitters include agricultural and industrial land uses and fossil fuel and waste combustion.
- Fluorinated Gases: These can be emitted during some industrial activities. Also, many of these gases are substitutes for ozone-depleting substances, such as CFC's, which have been used historically as refrigerants. Collectively, these gases are often referred to as "high global-warming potential" gases.

The primary generators of GHG emissions in the United States are electricity generation and transportation. The EPA estimates that nearly 85 percent of the nation's GHG emissions are comprised of carbon dioxide (C02). The majority of C02 is generated by petroleum consumption associated with transportation and coal consumption associated with electricity generation. The remaining emissions are predominately the result of natural-gas consumption associated with a variety of uses.

With regard to the project, operational GHG emissions will increase as a result of the project. Operational GHG emissions associated with potential post-project development of a maximum of four dwelling units, two more than would otherwise be permissible is well below the threshold of 550 dwelling units. The scope of the required project improvements and potential post-project development of future development of dwelling units will not involve extensive ground disturbance, require a significant number of equipment hours to complete, or generate significant traffic volumes during construction. Therefore, the project is not expected to be a significant source of construction GHG emissions.

Mitigation/Monitoring: None proposed.

VIII. HAZARDS AND HAZARDOUS MATERIALS: Would the project:	Potentially Significant Impact	Less-Than-Significant With Mitigation Incorporated	Less-Than-Significant Impact	No Impact
a) Create a significant hazard to the public or the environment through the routine transport, use, or disposal of hazardous materials?			✓	
b) Create a significant hazard to the public or the environment through reasonably foreseeable upset and accident conditions involving the release of hazardous materials into the environment?			✓	
c) Emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste within one-quarter mile of an existing or proposed school?				✓
d) Be located on a site which is included on a list of hazardous materials sites compiled pursuant to Government Code Section 65962.5 and, as a result, would it create a significant hazard to the				✓

VIII. HAZARDS AND HAZARDOUS MATERIALS: Would the project:	Potentially Significant Impact	Less-Than-Significant With Mitigation Incorporated	Less-Than-Significant Impact	No Impact
public or the environment?				
e) For a project located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project result in a safety hazard for people residing or working in the project area?				✓
f) For a project within the vicinity of a private airstrip, would the project result in a safety hazard for people residing or working in the project area?				✓
g) Impair implementation of or physically interfere with an adopted emergency response plan or emergency evacuation plan?				✓
h) Expose people or structures to a significant risk of loss, injury, or death involving wildland fires, including where wildlands are adjacent to urbanized areas, or where residences are intermixed with wildlands?			✓	

Discussion: Based on these comments, the related documents listed in the Sources of Documentation for Initial Study Checklist, staff review of the project, observations on the project site and in the vicinity, the following findings can be made:

a-b) The scope of construction activities for the required project improvements and future residential development would be relatively limited and would not require the transport, use, storage, or disposal of significant quantities of hazardous materials commonly used in construction projects such as fuel, oil, solvents, etc. Therefore, the project would not create a significant hazard to the public or the environment through the routine transport, use, or disposal of hazardous materials; or through reasonably foreseeable upset and accident conditions involving the release of hazardous materials into the environment.

c) The project would not emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste within one-quarter mile of an existing or proposed school.

d) The project site is not included on the list of hazardous materials sites compiled by the California Department of Toxic Substances Control.

e) The project is not located within an airport land use plan or within two miles of a public airport or public use airport.

f) The project is not located within the vicinity of a private airstrip.

g) A review of the project and the County of Shasta Multi-Hazard Functional Plan indicates that the proposed project would not impair implementation of or physically interfere with an adopted emergency response plan or emergency evacuation plan.

h) The project would not increase the exposure of people or structures to a significant risk of loss, injury, or death involving wildland fires, including where wildlands are adjacent to urbanized areas, or where residences are intermixed with wildlands. Post project development of dwelling units would be developed in a "VERY HIGH" fire hazard severity zone. These units would be constructed in accordance with adopted building and fire safety construction standards and subject to requirements for provision of defensible space. Therefore, indirect impacts of the project related to the exposure of people or structures to a significant risk of loss, injury, or death involving wildland fires, as a result of potential post-project development of second residences and/or accessory dwelling units would be less-than-significant.

Mitigation/Monitoring: None proposed.

IX. HYDROLOGY AND WATER QUALITY: Would the project:	Potentially Significant Impact	Less-Than-Significant With Mitigation Incorporated	Less-Than-Significant Impact	No Impact
a) Violate any water quality standards or waste discharge requirements?			✓	

IX. <u>HYDROLOGY AND WATER QUALITY</u>: Would the project:	Potentially Significant Impact	Less-Than-Significant With Mitigation Incorporated	Less-Than-Significant Impact	No Impact
b) Substantially deplete groundwater supplies or interfere substantially with groundwater recharge such that there would be a new deficit in aquifer volume or a lowering of the local groundwater table level (e.g., the production rate of pre-existing nearby wells would drop to a level which would not support existing land uses or planned uses for which permits have been granted)?			✓	
c) Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river, in a manner which would result in substantial erosion or siltation on- or off-site?				✓
d) Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river, or substantially increase the rate or amount of surface runoff in a manner which would result in flooding on- or offsite?			✓	
e) Create or contribute runoff water which would exceed the capacity of existing or planned storm water drainage systems or provide substantial additional sources of polluted runoff?			✓	
f) Otherwise substantially degrade water quality?			✓	
g) Place housing within 100-year flood hazard area as mapped on a Federal Flood Hazard Boundary or Flood Insurance Rate Map or other flood hazard delineation map?				✓
h) Place within a 100-year flood hazard area structures which would impede or redirect flood flows?				✓
i) Expose people or structures to a significant risk of loss, injury, or death involving flooding, including flooding as a result of the failure of a levee or dam?				✓
j) Inundation by seiche, tsunami, or mudflow?				✓

Discussion: Based on the related documents listed in the Sources of Documentation for Initial Study Checklist, staff review of the project, observations on the project site and in the vicinity, the following findings can be made:

- a) Water quality and waste discharge standards will not be violated through adherence to construction standards, including erosion and sediment control measures. Grading would be needed to construct the required improvements and future development of dwelling units. Any proposed grading would require review and approval of a grading permit. The provisions of the grading permit will address erosion and siltation containment on and off site. Construction of the required project improvements and future residential development would not violate any water quality standards or waste discharge requirements
- b) The project would be served by on-site wells. There is no record of significant issues related to the availability or recharge rates of ground water supplies at the project site or within the near vicinity of the project site. Therefore, the project would not directly impact or have significant indirect impacts on groundwater supplies or interfere with groundwater recharge.
- c-d) The drainage pattern will not be altered. Drainage will be dispersed to either the unimproved areas or landscape areas adjacent to the existing driveways. The runoff will sheet flow into the existing drainage channels on site. This will preserve the existing drainage pattern and not require alteration of the natural drainage courses.

Construction of the driveway encroachments would create impervious surface area. A typical driveway encroachment consists of an approximately 16-foot wide paved apron adjacent the roadway that extends approximately ten feet from the edge of the roadway onto and along the private driveway. Potential future residential development would also create impervious surface area within the project site, but the creation of impervious surface area would be small in proportion to undeveloped areas that would remain permeable. Therefore, the project would not substantially alter the existing drainage pattern of the site or area in a manner which would result in substantial erosion or siltation on or off site, or substantially alter the existing drainage pattern of the site or area, or substantially increase the rate or amount of surface runoff in a manner which would result in flooding on or off site.

- e-f) Through adherence to construction standards, including erosion and sediment control measures, water quality and waste discharge standards will not be violated. Grading would be needed to construct the required improvements and post-project development dwelling units. The provisions of the required grading permit will address erosion and siltation containment on- and off-site. The existing residences are currently served by existing septic systems. The soils on the project site have been tested for wastewater treatment and have demonstrated compliance with adopted sewage disposal criteria. Therefore, the project would not create or contribute runoff water which would exceed the capacity of existing or planned storm water drainage systems or provide substantial additional sources of polluted runoff.
- g,h,i) The project site is not located within a flood hazard boundary. There are no levees, dams, or impoundments within or upstream from the project area which would create flooding in the event of levee or dam failure.
- j) The project is not located near a large lake or the ocean and would not be subject to seiche or tsunamis. It is not located on or near a mountainside or hillside which is subject to mudflow.

Mitigation/Monitoring: None proposed.

X. LAND USE AND PLANNING - Would the project:	Potentially Significant Impact	Less-Than-Significant With Mitigation Incorporated	Less-Than-Significant Impact	No Impact
a) Physically divide an established community?				✓
b) Conflict with any applicable land use plan, policy, or regulation of an agency with jurisdiction over the project (including, but not limited to the general plan, specific plan, local coastal program, or zoning ordinance) adopted for the purpose of avoiding or mitigating an environmental effect?				✓
c) Conflict with any applicable habitat conservation plan or natural community conservation plan?				✓

Discussion: Based on the related documents listed in the Sources of Documentation for Initial Study Checklist, staff review of the project, observations on the project site and in the vicinity, the following findings can be made:

- a) The project does not include the creation of any road, ditch, wall, or other feature which would physically divide an established community.
- b) The project originally proposed to create four (4) parcels. The revised two (2) parcel project is consistent with the RB General Plan land use designation and the recommended R-L and R-L-BA-10 zone district of the project site. The application of the BA-10 zone acknowledges sewage disposal capability constraints may preclude further division of the resulting 22.13-acre parcel.
- c) There is no adopted Habitat Conservation Plan, Natural Community, Conservation Plan, or other approved local, regional, or State habitat conservation plans for the project site or project area.

Mitigation/Monitoring: None proposed.

XI. MINERAL RESOURCES - Would the project:	Potentially Significant Impact	Less-Than-Significant With Mitigation Incorporated	Less-Than-Significant Impact	No Impact
a) Result in the loss of availability of a known mineral resource that would be of value to the region and the residents of the State?				✓
b) Result in the loss of availability of a locally-important mineral resource recovery site delineated on a local General Plan, specific plan or other land use plan?				✓

Discussion: Based on the related documents listed in the Sources of Documentation for Initial Study Checklist, staff review of the project, observations on the project site and in the vicinity, the following findings can be made:

- a) The project would not result in the loss of availability of a known mineral resource that would be of value to the region and the residents of the State.
- b) The project would not result in the loss of availability of a locally-important mineral resource recovery site delineated on a local general plan, specific plan or other land use plan.

Mitigation/Monitoring: None proposed.

<u>XII. NOISE</u> – Would the project result in:	Potentially Significant Impact	Less-Than-Significant With Mitigation Incorporated	Less-Than-Significant Impact	No Impact
a) Exposure of persons to or generation of noise levels in excess of standards established in the local general plan or noise ordinance, or applicable standards of other agencies?			✓	
b) Exposure of persons to or generation of excessive groundborne vibration or groundborne noise levels			✓	
c) A substantial permanent increase in ambient noise levels in the project vicinity above levels existing without the project?			✓	
d) A substantial temporary or periodic increase in ambient noise levels in the project vicinity above levels existing without the project?			✓	
e) For a project located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project expose people residing or working in the project area to excessive noise levels?				✓
f) For a project within the vicinity of a private airstrip, would the project expose people residing or working in the project area to excessive noise levels?				✓

Discussion: Based on the related documents listed in the Sources of Documentation for Initial Study Checklist, staff review of the project, observations on the project site and in the vicinity, the following findings can be made:

- a-d) Equipment used to construct project improvements and future residential development would generate a temporary increase in noise levels within the project vicinity. Construction equipment and activities are not expected to be a source of significant groundborne vibration. The project would not result in any permanent increase in noise levels in the vicinity of the project. Future residential development would potentially increase ambient noise levels, but the increase is unlikely to be significant.

Shasta County does not have a noise ordinance and the Shasta County General Plan noise thresholds do not specifically address noise from construction activities. When a project involves construction activities near noise-sensitive uses, and in this case in an area that likely is associated with low ambient noise levels, the Department as a matter of practice recommends a condition of approval that limits construction to daytime hours and prohibits construction on weekends and National holidays. On this basis and due to the fact the increase in noise levels will be temporary, noise impacts from the project would be less than significant.

The Shasta County General Plan Appendix B "Environmental Noise in Shasta County" indicates that the residences on Oak Run Road may be exposed to significant traffic noise. The General Plan requires certain measures be taken to mitigate the impacts of noise on noise sensitive uses proposed near the roadway, including showing the projected noise levels close to the roadway on the final Parcel Map and requiring acoustic analysis, if noise sensitive uses are proposed within these areas. The applicable noise measures described in the General Plan will be included in the recommended conditions of approval for the project.

- e) The project is not located within an airport land use plan or within two miles of a public airport or public use airport.
- f) The project is not located within the vicinity of a private airstrip.

Mitigation/Monitoring: None proposed.

XIII. POPULATION AND HOUSING - Would the project:	Potentially Significant Impact	Less-Than-Significant With Mitigation Incorporated	Less-Than-Significant Impact	No Impact
a) Induce substantial population growth in an area, either directly (for example, by proposing new homes and businesses) or indirectly (for example, through extension of roads or other infrastructure)?			✓	
b) Displace substantial numbers of existing housing, necessitating the construction of replacement housing elsewhere?				✓
c) Displace substantial numbers of people, necessitating the construction of replacement housing elsewhere?				✓

Discussion: Based on the related documents listed in the Sources of Documentation for Initial Study Checklist, staff review of the project, observations on the project site and in the vicinity, the following findings can be made:

- a) The project would does not involve a business or potential for substantial development that would induce substantial population growth in the area. The project could indirectly induce population growth in the area as the division would increase the development potential of the increase the Millville area population by approximately 5 persons. This would be an increase of less than 1% over the Millville population of 861 persons (2010-2014 American Community Survey 5-Year estimate).
- b) The project does not include destruction of any existing housing.
- c) The project would not displace any number of people.

Mitigation/Monitoring: None proposed.

XIV. PUBLIC SERVICES: Would the project result in substantial adverse physical impacts associated with the provision of new or physically altered governmental facilities, need for new or physically altered governmental facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable service ratios, response times or other performance objectives for any of the public services:	Potentially Significant Impact	Less-Than-Significant With Mitigation Incorporated	Less-Than-Significant Impact	No Impact
Fire Protection?			✓	
Police Protection?			✓	
Schools?			✓	
Parks?				✓
Other public facilities?				✓

Discussion: Based on the related documents listed in the Sources of Documentation for Initial Study Checklist, staff review of the project, observations on the project site and in the vicinity, the following findings can be made:

The project would not result in substantial adverse physical impacts associated with the provision or need for new or physically altered governmental facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable service ratios, response times or other performance objectives for:

Fire Protection:

The project is located in an "A VERY HIGH" fire hazard severity zone. However, the project would not create the need for additional fire protection because post-project development of dwelling units on the proposed parcels would not significantly increase the population of the area. Therefore, the project would not significantly impact fire protection capability in the area or create the need for additional of fire protection.

Police Protection:

The project would not create the need for additional police protection because post-project development of dwelling units on the proposed parcels would not significantly increase the population of the area. Therefore, the project would not significantly impact fire

protection capability in the area or create the need for additional of police protection.

Schools:

Potential post-project development of dwelling units on the proposed parcels would not significantly increase the population of the area. The development on any new dwelling units would be subject to school impact fees. Therefore, the project would have no effect on the provision of educational services.

Parks:

The County does not have a neighborhood parks system.

Other public facilities:

None.

Mitigation/Monitoring: None proposed.

XV. <u>RECREATION:</u>	Potentially Significant Impact	Less-Than-Significant With Mitigation Incorporated	Less-Than-Significant Impact	No Impact
a) Would the project increase the use of existing neighborhood and regional parks or other recreational facilities such that substantial physical deterioration of the facility would occur or be accelerated?				✓
b) Does the project include recreational facilities or require the construction or expansion of recreational facilities which might have an adverse physical effect on the environment?				✓

Discussion: Based on the related documents listed in the Sources of Documentation for Initial Study Checklist, staff review of the project, observations on the project site and in the vicinity, the following findings can be made:

- Potential post-project development of dwelling units on the proposed parcels would not significantly increase the population of the area. The project would not increase the use of existing neighborhood and regional parks or other recreational facilities such that substantial physical deterioration of the facility would occur or be accelerated. The County does not have a neighborhood or regional parks system or other recreational facilities.
- The project would not include recreational facilities or require the construction or expansion of recreational facilities which might have an adverse physical effect on the environment.

School facilities are typically used for sports and recreation. The City of Redding also has a number of recreational facilities. In addition, there are tens of thousands of acres of rivers, lakes, forests, and other public land available for recreation in Lassen National Park, the Shasta and Whiskeytown National Recreation Areas, the National Forests, and other public land administered by Bureau of Land Management.

Mitigation/Monitoring: None proposed.

XVI. <u>TRANSPORTATION/TRAFFIC:</u> Would the project:	Potentially Significant Impact	Less-Than-Significant With Mitigation Incorporated	Less-Than-Significant Impact	No Impact
a) Conflict with an applicable plan, ordinance or policy establishing measures of effectiveness for the performance of the circulation system, taking into account all modes of transportation including mass transit and non-motorized travel and relevant components of the circulation system, including but not limited to intersections, streets, highways and freeways, pedestrian and bicycle paths, and mass transit?			✓	
b) Conflict with an applicable congestion management				✓

XVI. <u>TRANSPORTATION/TRAFFIC</u>: Would the project:	Potentially Significant Impact	Less-Than-Significant With Mitigation Incorporated	Less-Than-Significant Impact	No Impact
program, including, but not limited to level of service standards and travel demand measures, or other standards established by the county congestion management agency for designated roads or highways?				
c) Result in a change in air traffic patterns, including either an increase in traffic levels or a change in location that results in substantial safety risks?				✓
d) Substantially increase hazards due to a design feature (e.g., sharp curves or dangerous intersections) or incompatible uses (e.g., farm equipment)?				✓
e) Result in inadequate emergency access?				✓
f) Conflict with adopted policies, plans, or programs regarding public transit, bicycle, or pedestrian facilities, or otherwise decrease the performance or safety of such facilities?				✓

Discussion: Based on the related documents listed in the Sources of Documentation for Initial Study Checklist, staff review of the project, observations on the project site and in the vicinity, the following findings can be made:

- a) If two dwelling units are developed on each of the proposed parcels, traffic would increase by approximately 10 vehicle trips per day per dwelling unit or a total of 40 vehicle trips per day. This would be 20 more vehicle trips than would otherwise be generated if the existing property was developed with two dwelling units. This would be a minimal increase in comparison to existing traffic volume currently generated by existing residences in the vicinity. Therefore, the project would not conflict with an applicable plan, ordinance or policy establishing measures of effectiveness for the performance of the circulation system, taking into account all modes of transportation including mass transit and non-motorized travel and relevant components of the circulation system, including but not limited to intersections, streets, highways and freeways, pedestrian and bicycle paths, and mass transit.
- b) The project would not exceed, either individually or cumulatively, a level-of-service standard established by the County congestion management agency for designated roads or highway.
- c) The project would not result in a change in air traffic patterns.
- d) The project would not substantially increase hazards due to a design feature or incompatible uses.
- e) The project has been reviewed by the Shasta County Fire Department which has determined that there is adequate emergency access.
- f) The project would not conflict with adopted policies, plans or programs supporting alternative transportation. The project is consistent with the Shasta County General Plan Circulation Element policies for transit and pedestrian bicycle modes, the 1998 Shasta County Bikeway Plan, and with the Regional Transportation Plan.

Mitigation/Monitoring: None proposed.

XVII. TRIBAL CULTURAL RESOURCES: Would the project:	Potentially Significant Impact	Less-Than-Significant With Mitigation Incorporated	Less-Than-Significant Impact	No Impact
<p>a) Would the project cause a substantial adverse change in the significance of a tribal cultural resource, defined in Public Resources Code section 21074 as either a site, feature, place, cultural landscape that is geographically defined in terms of the size and scope of the landscape, sacred place, or object with cultural value to a California Native American tribe, and that is:</p> <p>i) Listed or eligible for listing in the California Register of Historical Resources, or in a local register of historical resources as defined in Public Resources Code section 5020.1(k), or</p> <p>ii) A resource determined by the lead agency, in its discretion and supported by substantial evidence, to be significant pursuant to criteria set forth in subdivision (c) of Public Resources Code Section 5024.1. In applying the criteria set forth in subdivision (c) of Public Resource Code Section 5024.1, the lead agency shall consider the significance of the resource to a California Native American tribe.</p>				✓

Discussion: Based on the related documents listed in the Sources of Documentation for Initial Study Checklist, staff review of the project, observations on the project site and in the vicinity, and an Archeological Inventory Survey prepared by Michael Jensen, M.A. the following findings can be made:

- a) The project would not cause a substantial adverse change in the significance of a tribal cultural resource as there is no evidence of historical resources at the site that are listed or eligible for listing in the California Register of Historical Resources, or in a local register of historical resources; or a resource determined by the lead agency, in its discretion and supported by substantial evidence, to be significant pursuant to criteria set forth in subdivision (c) of Public Resources Code Section 5024.1.

Mitigation/Monitoring: None proposed.

XVIII. UTILITIES AND SERVICE SYSTEMS: Would the project:	Potentially Significant Impact	Less-Than-Significant With Mitigation Incorporated	Less-Than-Significant Impact	No Impact
a) Exceed wastewater treatment requirements of the applicable Regional Water Quality Control Board?				✓
b) Require or result in the construction of new water or wastewater treatment facilities or expansion of existing facilities, the construction of which could cause significant environmental effects?			✓	
c) Require or result in the construction of new storm water drainage facilities or expansion of existing facilities, the construction of which could cause significant environmental effects?			✓	
d) Have sufficient water supplies available to serve the project which serves or may serve the project from existing entitlements and resources, or are new or expanded entitlements needed?				✓
e) Result in a determination by the wastewater treatment provider which serves or may serve the project that it has adequate capacity to serve the project's projected demand				✓

XVIII. UTILITIES AND SERVICE SYSTEMS: Would the project:	Potentially Significant Impact	Less-Than-Significant With Mitigation Incorporated	Less-Than-Significant Impact	No Impact
in addition to the provider's existing commitments?				
f) Be served by a landfill with sufficient permitted capacity to accommodate the project's solid waste disposal needs?			✓	
g) Comply with Federal, State, and local statutes and regulations related to solid waste?				✓

Discussion: Based on the related documents listed in the Sources of Documentation for Initial Study Checklist, staff review of the project, observations on the project site and in the vicinity, the following findings can be made:

- a) The project would be served by on-site non-conventional septic systems in accordance with the County Development Standards. The project would not exceed wastewater treatment requirements of the applicable Regional Water Quality Control Board. No other wastewater treatment system would be affected by the project.
- b) The project would be served by on-site non-conventional septic systems. The systems would be designed and constructed in accordance with the County Development Standards and not be expected to cause significant environmental impacts through their construction and use.
- c) This is a rural large-lot land division that does not require any drainage facilities.
- d) The project would be served by on-site wells. There is no record of significant issues related to the availability or recharge rates of ground water supplies at the project site or within the near vicinity of the project site. Therefore, the water supply would be sufficient to serve post-project development of second residences and/or accessory dwelling units.
- e) The project would be served by on-site non-conventional septic systems. No other wastewater treatment system would be affected by the project.
- f) The West Central Landfill has sufficient capacity to accommodate the additional residence and is in compliance with Federal, State, and local statutes and regulations related to solid waste.
- g) The project would comply with Federal, State, and local statutes and regulations related to solid waste. The project will not generate any solid waste other than common household waste. Recycling facilities are available in the major shopping areas available to the project site.

Mitigation/Monitoring: None proposed.

XIX. MANDATORY FINDINGS OF SIGNIFICANCE:	Potentially Significant Impact	Less-Than-Significant With Mitigation Incorporated	Less-Than-Significant Impact	No Impact
a) Does the project have the potential to degrade the quality of the environment, substantially reduce the habitat of a fish or wildlife species, cause a fish or wildlife population to drop below the self-sustaining levels, threaten to eliminate a plant or animal community, reduce the number or restrict the range of a rare or endangered plant or animal or eliminate important examples of the major periods of California history or prehistory?		✓		
b) Does the project have impacts that are individually limited, but cumulatively considerable? ("Cumulatively considerable" means that the incremental effects of a project are considerable when viewed in connection the effects of past projects, the effects of other current projects, and the effects of probable future projects)?				✓
c) Does the project have environmental effects which will cause substantial adverse effects on human beings, either directly or				✓

XIX. <u>MANDATORY FINDINGS OF SIGNIFICANCE:</u>	Potentially Significant Impact	Less-Than- Significant With Mitigation Incorporated	Less-Than- Significant Impact	No Impact
indirectly?				

Discussion:

- a) Based on the discussion and findings in Section IV. Biological Resources, there is no evidence to support a finding that the project would have the potential to degrade the quality of the environment, substantially reduce the habitat of a fish or wildlife species, cause a fish or wildlife population to drop below the self-sustaining levels, threaten to eliminate a plant or animal community, or reduce the number or restrict the range of a rare or endangered plant or animal.

Based on the discussion and findings in Section V. Cultural Resources, there is no evidence to support a finding that the project would have the potential to eliminate important examples of the major periods of California history or prehistory.

- b) Based on the discussion and findings in all Sections above, there is no evidence to suggest that the project would have impacts that are cumulatively considerable.
- c) Based on the discussion and findings in all Sections above, there is no evidence to support a finding that the project would have environmental effects which would cause substantial adverse effects on human beings, either directly or indirectly.

Mitigation/Monitoring: With the mitigation measures being proposed, the impacts will be less-than-significant. See Biological Resources IV a, b., c., & e.

INITIAL STUDY COMMENTS

PROJECT NUMBER Parcel Map 16-004 - Roach-Carr

GENERAL COMMENTS:

Special Studies: The following project-specific studies have been completed for the proposal and will be considered as part of the record of decision for the Mitigated Negative Declaration. These studies are available for review through the Shasta County Planning Division.

1. On-Site Sewage Disposal Analysis, Richard Wymore, R.E.H.S #4023, June 25, 2015.
2. Oak Woodlands Conservation Plan, Frank S. Borden, RPF#130, October 22, 2015 Archeological Inventory Survey, Sean
3. Michael Jensen, M.A., September 22, 2017
4. Wetland Screening Report, ENPLAN, September 29, 2017

Agency Referrals: Prior to an environmental recommendation, referrals for this project were sent to agencies thought to have responsible agency or reviewing agency authority. The responses to those referrals (attached), where appropriate, have been incorporated into this document and will be considered as part of the record of decision for the Negative Declaration. Copies of all referral comments may be reviewed through the Shasta County Planning Division. To date, referral comments have been received from the following State agencies or any other agencies which have identified CEQA concerns:

1. California Department of Fish and Wildlife.

Conclusion/Summary: Based on a field review by the Planning Division and other agency staff, early consultation review comments from other agencies, information provided by the applicant, and existing information available to the Planning Division, the project, as revised and mitigated, is not anticipated to result in any significant environmental impacts.

SOURCES OF DOCUMENTATION FOR INITIAL STUDY CHECKLIST

All headings of this source document correspond to the headings of the initial study checklist. In addition to the resources listed below, initial study analysis may also be based on field observations by the staff person responsible for completing the initial study. Most resource materials are on file in the office of the Shasta County Department of Resource Management, Planning Division, 1855 Placer Street, Suite 103, Redding, CA 96001, Phone: (530) 225-5532.

GENERAL PLAN AND ZONING

1. Shasta County General Plan and land use designation maps.
2. Applicable community plans, airport plans and specific plans.
3. Shasta County Zoning Ordinance (Shasta County Code Title 17) and zone district maps.

ENVIRONMENTAL IMPACTS

I. AESTHETICS

1. Shasta County General Plan, Section 6.8 Scenic Highways, and Section 7.6 Design Review.
2. Zoning Standards per Shasta County Code, Title 17.

II. AGRICULTURAL AND FORESTRY RESOURCES

1. Shasta County General Plan, Section 6.1 Agricultural Lands.
2. Shasta County General Plan, Section 6.2 Timber Lands.
3. Soil Survey of Shasta County Area, California, published by U.S. Department of Agriculture, Soil Conservation Service and Forest Service, August 1974.

III. AIR QUALITY

1. Shasta County General Plan Section, 6.5 Air Quality.
2. Northern Sacramento Valley Air Basin, 2006 Air Quality Attainment Plan.
3. Records of, or consultation with, the Shasta County Department of Resource Management, Air Quality Management District.

IV. BIOLOGICAL RESOURCES

1. Shasta County General Plan, Section 6.2 Timberlands, and Section 6.7 Fish and Wildlife Habitat.
2. Designated Endangered, Threatened, or Rare Plants and Candidates with Official Listing Dates, published by the California Department of Fish and Wildlife.
3. Natural Diversity Data Base Records of the California Department of Fish and Wildlife.
4. Federal Listing of Rare and Endangered Species.
5. Shasta County General Plan, Section 6.7 Fish and Wildlife Habitat.
6. State and Federal List of Endangered and Threatened Animals of California, published by the California Department of Fish and Wildlife.
7. Natural Diversity Data Base Records of the California Department of Fish and Wildlife.

V. CULTURAL RESOURCES

1. Shasta County General Plan, Section 6.10 Heritage Resources.
2. Records of, or consultation with, the following:
 - a. The Northeast Information Center of the California Historical Resources Information System, Department of Anthropology, California State University, Chico.
 - b. State Office of Historic Preservation.
 - c. Local Native American representatives.
 - d. Shasta Historical Society.

VI. GEOLOGY AND SOILS

1. Shasta County General Plan, Section 5.1 Seismic and Geologic Hazards, Section 6.1 Agricultural Lands, and Section 6.3 Minerals.
2. County of Shasta, Erosion and Sediment Control Standards, Design Manual
3. Soil Survey of Shasta County Area, California, published by U.S. Department of Agriculture, Soil Conservation Service and Forest Service, August 1974.
4. Alquist - Priolo, Earthquake Fault Zoning Maps.

VII. GREENHOUSE GAS EMISSIONS

1. Shasta Regional Climate Action Plan
2. California Air Pollution Control Officers Association (White Paper) CEQA & Climate Change, Evaluating and Addressing Greenhouse Gas Emissions from Projects Subject to the California Environmental Quality Act

VIII. HAZARDS AND HAZARDOUS MATERIALS

1. Shasta County General Plan, Section 5.4 Fire Safety and Sheriff Protection, and Section 5.6 Hazardous Materials.
2. County of Shasta Multi-Hazard Functional Plan
3. Records of, or consultation with, the following:
 - a. Shasta County Department of Resource Management, Environmental Health Division.
 - b. Shasta County Fire Prevention Officer.

- c. Shasta County Sheriff's Department, Office of Emergency Services.
- d. Shasta County Department of Public Works.
- e. California Environmental Protection Agency, California Regional Water Quality Control Board, Central Valley Region.

IX. HYDROLOGY AND WATER QUALITY

- 1. Shasta County General Plan, Section 5.2 Flood Protection, Section 5.3 Dam Failure Inundation, and Section 6.6 Water Resources and Water Quality.
- 2. Flood Boundary and Floodway Maps and Flood Insurance Rate Maps for Shasta County prepared by the Federal Emergency Management Agency, as revised to date.
- 3. Records of, or consultation with, the Shasta County Department of Public Works acting as the Flood Control Agency and Community Water Systems manager.

X. LAND USE AND PLANNING

- 1. Shasta County General Plan land use designation maps and zone district maps.
- 2. Shasta County Assessor's Office land use data.

XI. MINERAL RESOURCES

- 1. Shasta County General Plan Section 6.3 Minerals.

XII. NOISE

- 1. Shasta County General Plan, Section 5.5 Noise and Technical Appendix B.

XIII. POPULATION AND HOUSING

- 1. Shasta County General Plan, Section 7.1 Community Organization and Development Patterns.
- 2. Census data from U.S. Department of Commerce, Bureau of the Census.
- 3. Census data from the California Department of Finance.
- 4. Shasta County General Plan, Section 7.3 Housing Element.
- 5. Shasta County Department of Housing and Community Action Programs.

XIV. PUBLIC SERVICES

- 1. Shasta County General Plan, Section 7.5 Public Facilities.
- 2. Records of, or consultation with, the following:
 - a. Shasta County Fire Prevention Officer.
 - b. Shasta County Sheriff's Department.
 - c. Shasta County Office of Education.
 - d. Shasta County Department of Public Works.

XV. RECREATION

- 1. Shasta County General Plan, Section 6.9 Open Space and Recreation.

XVI. TRANSPORTATION/TRAFFIC

- 1. Shasta County General Plan, Section 7.4 Circulation.
- 2. Records of, or consultation with, the following:
 - a. Shasta County Department of Public Works.
 - b. Shasta County Regional Transportation Planning Agency.
 - c. Shasta County Congestion Management Plan/Transit Development Plan.
- 3. Institute of Transportation Engineers, Trip Generation Rates.

XVII. TRIBAL CULTURAL RESOURCES

- 1. Tribal Consultation in accordance with Public Resources Code section 21080.3.1

XVIII. UTILITIES AND SERVICE SYSTEMS

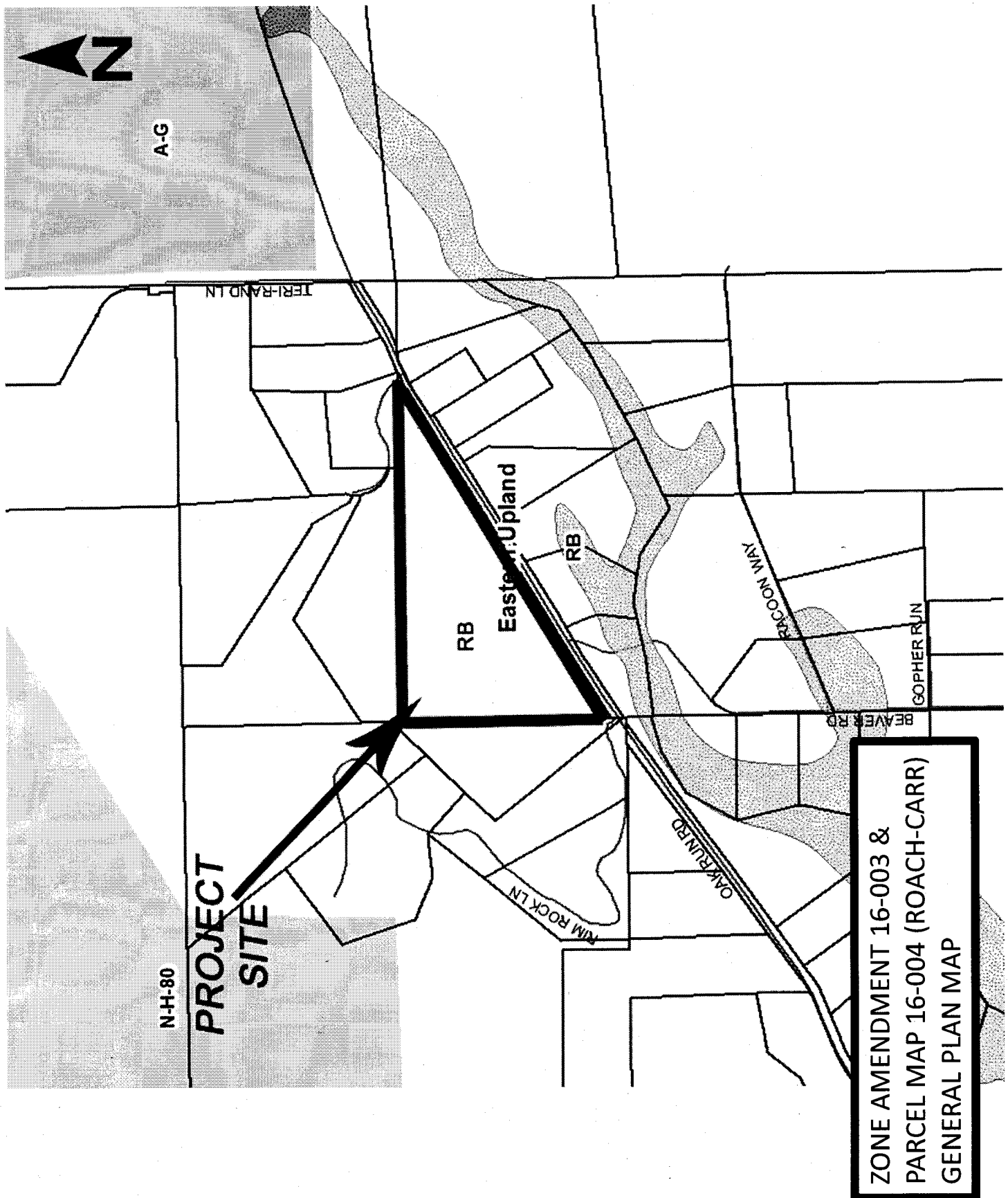
- 1. Records of, or consultation with, the following:
 - a. Pacific Gas and Electric Company.
 - b. Pacific Power and Light Company.
 - c. Pacific Bell Telephone Company.
 - d. Citizens Utilities Company.
 - e. T.C.I.
 - f. Marks Cablevision.
 - g. Shasta County Department of Resource Management, Environmental Health Division.
 - h. Shasta County Department of Public Works.

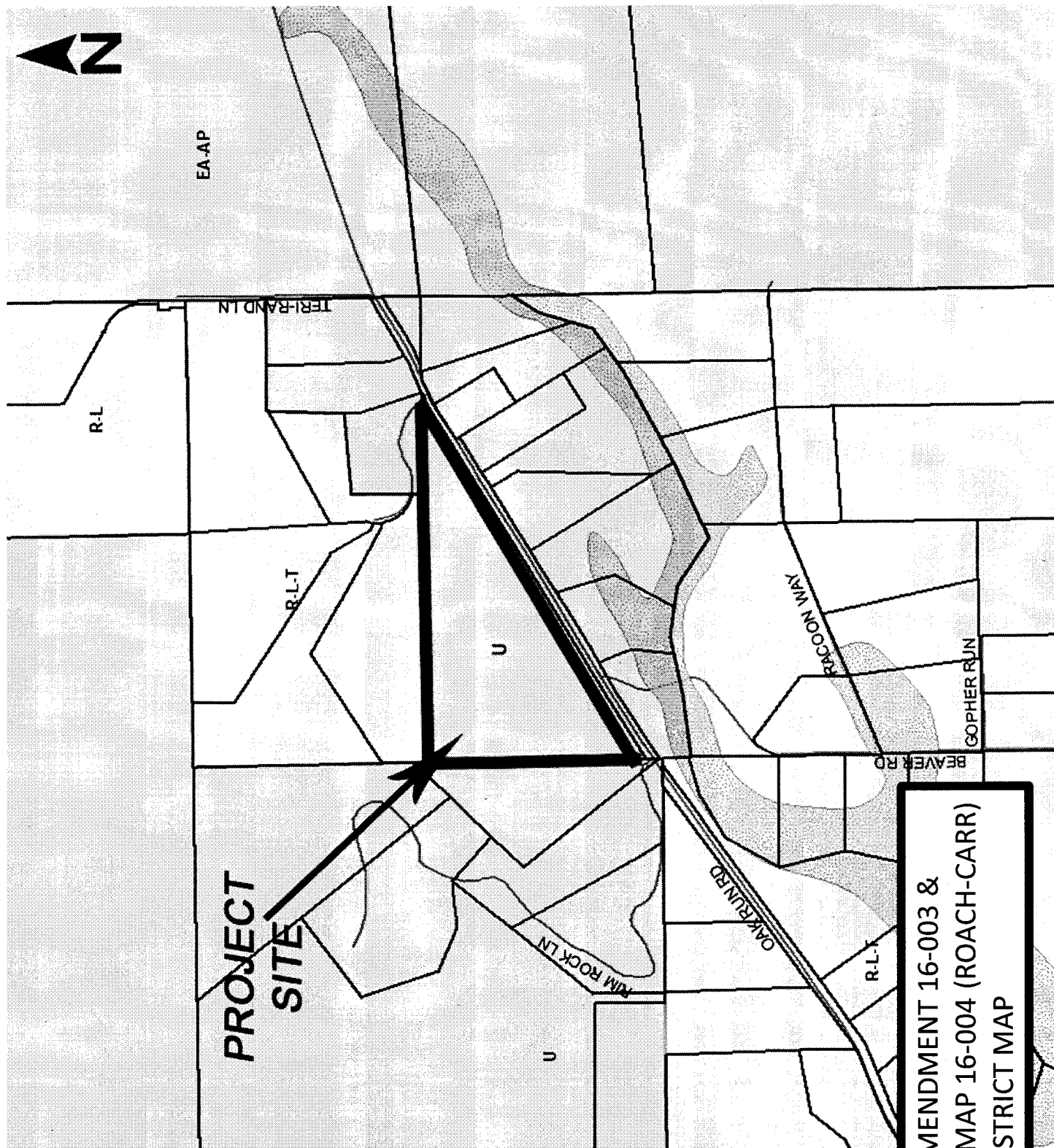
**MITIGATION MONITORING PROGRAM (MMP)
FOR ZONE AMENDMENT 16-003 AND PARCEL MAP 16-004**

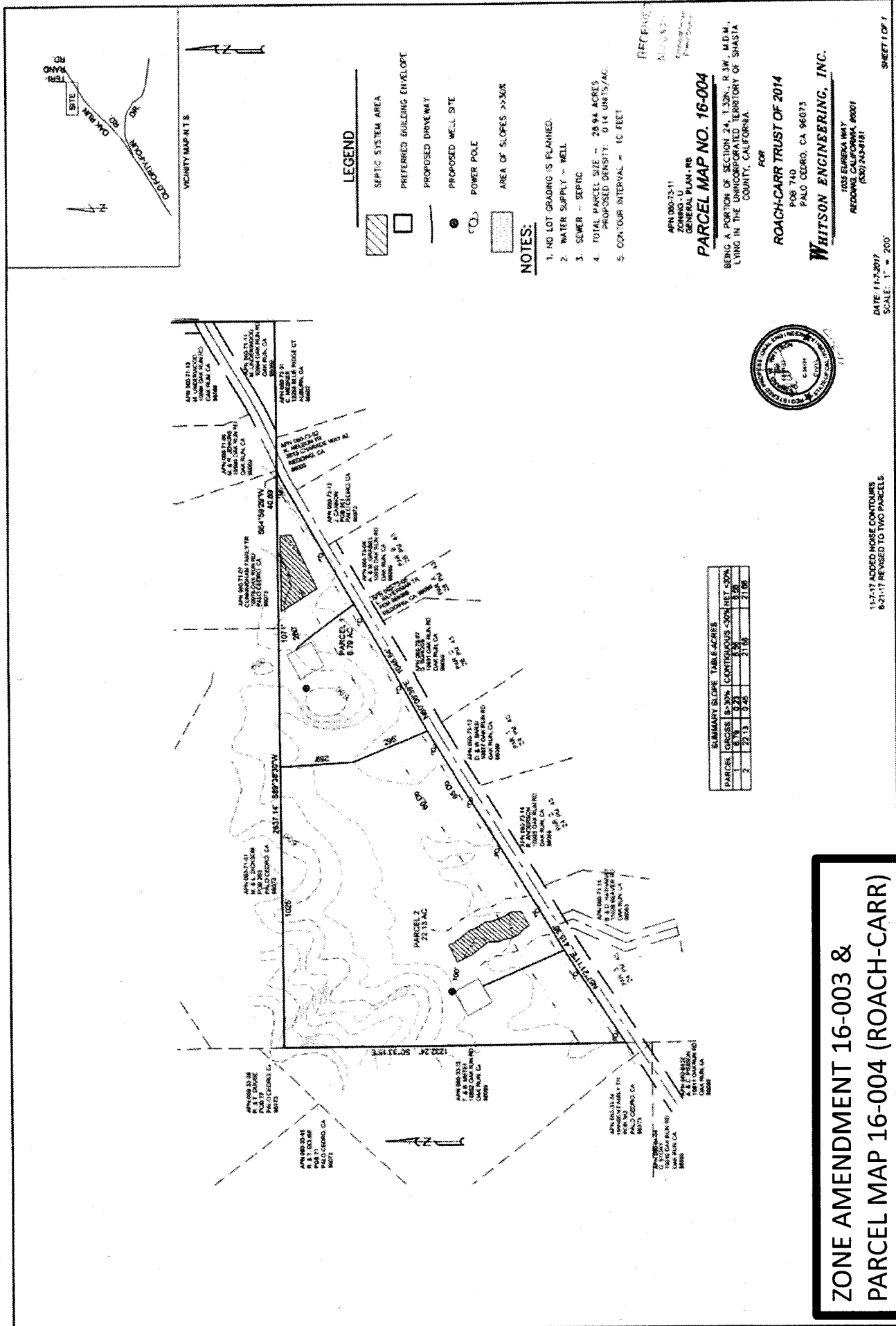
Mitigation Measure/Condition	Timing/Implementation	Enforcement/Monitoring	Verification (Date & Initials)
IV. BIOLOGICAL RESOURCES:			
IV.a.b.c.1) A final wetlands delineation shall be conducted and submitted to the Shasta County Planning Division and approved by the Planning Director prior to recordation of the final Parcel Map. The extent of the features, as determined in the approved final wetlands delineation, and a 50-foot buffer shall be shown on the final map Parcel Map and labeled as non-building/non-disturbance areas, except as may allowed with prior approval of the United States Army Corps of Engineers, State of California Regional Water Quality Control Board, and/or the State of California Department of Fish and Game.	Prior to Recording the Final Parcel Map	Planning Division	
IV.e.1) The preferred building envelopes and approved sewage disposal areas shall be shown on the final Parcel Map. The location of all oak trees greater than 5-inches in diameter (DBH) determined to be within these areas, as noted in the Oak Woodland Conservation Plan inventory prepared for the project, shall be shown on the final Parcel Map.	Building Permit Application Review Building Permit Inspection	Planning Division Planning/Building Divisions	
IV.e.2) Development of the first dwelling unit shall be within the preferred building envelope. The plot plan submitted with the building permit application for the dwelling shall show the location of those oak trees within the preferred building envelope as shown on the final Parcel Map. The building project shall be designed to avoid both removal of and trenching within the driplines of these trees, unless it is determined that a tree(s) to be removed represents a safety or fire hazard based on the recommendations of a qualified professional, i.e., Registered Professional Forester or certified arborist; or, with respect to trenching within the driplines, the project designer, in consultation with a qualified professional, i.e., Registered Professional Forester or certified arborist, determines that it is infeasible to construct the project without trenching within the driplines of said tree(s). If inventoried trees are proposed to be removed, the findings of the qualified professional shall be submitted with the building permit application. If it is infeasible to avoid trenching within the dripline, the project designer shall submit the findings of the qualified professional, including either proposed design elements to minimize trenching within the dripline(s) and/or replacement of the affected oak tree(s); including a planting and monitoring plan, if trenching within the dripline cannot	Building Permit Application Review Building Permit Inspection	Planning Division Planning/Building Divisions	

Mitigation Measure/Condition	Timing/Implementation	Enforcement/Monitoring	Verification (Date & Initials)
<p>be minimized to the extent that the tree is likely to survive in the opinion of the qualified professional. Replacement trees shall be planted at a minimum of 2:1 ratio.</p> <p>Development of either an additional dwelling unit, residential accessory buildings, and/or residential accessory structures within the preferred building envelope shall be subject to the same building permit application requirements as the first dwelling unit.</p> <p>These requirements shall not prohibit the removal of oak trees less-than five inches in diameter and/or inventoried trees after the improvements are completed if necessary to comply with defensible space requirements of the State Fire Code and provided such removal is strictly in accordance with State recommended defensible space guidelines.</p> <p>IV.e.3) Plot plans submitted with applications for sewage disposal systems located within the approved sewage disposal area shall show the location of those oak trees within the approved sewage disposal area as shown on the final Parcel Map. The sewage disposal system, including the leach lines, shall be designed to avoid both removal of and trenching within the driplines of these trees.</p> <p>If the sewage disposal system designer, in consultation with a qualified professional, i.e., Registered Professional Forester or certified arborist, determines that it is infeasible to install the sewage disposal system without trenching within the driplines of said trees; the septic system designer shall submit the findings of the qualified professional, including proposed design elements to minimize trenching within the dripline(s) and/or replacement of the affected oak tree(s), including a planting and monitoring plan, if trenching within the dripline cannot be minimized to the extent that the tree is likely to survive in the opinion of the qualified professional. Replacement trees shall be planted at a minimum of 2:1 ratio.</p> <p>This requirement shall not prohibit the removal of oak trees less-than five inches in diameter and/or inventoried trees after the improvements are completed, if necessary to comply with defensible space requirements of the State Fire Code and provided such removal is strictly in accordance with State recommended defensible space guidelines.</p>	<p>Building/Sewage Disposal Permit Application Review Building Permit Inspection</p>	<p>Planning Division Building Divisions</p>	

Mitigation Measure/Condition	Timing/Implementation	Enforcement/Monitoring	Verification (Date & Initials)
<p>IV.e.4) Development outside of the preferred building envelope, including driveways, shall be designed to avoid removal of or trenching within the driplines of oak trees greater than 5-inches in diameter.</p> <p>Site plans submitted with permit applications to develop areas outside of the preferred building envelope shall include copies of aerial imagery clearly showing the improvements are proposed in an area where no trees are present; or a letter from a qualified professional, i.e., Registered Professional Forester or certified arborist indicating that the forester or arborist has inspected the location in the field and determined that no trees greater than 5-inches in diameter will be removed and no trenching will occur within the driplines of trees greater than 5-inches in diameter.</p> <p>This requirement shall not prohibit the removal of oak trees as necessary to comply with defensible space requirements of the State Fire Code, after the improvements are completed.</p>	<p>Building Permit Application Review Building Permit Inspection</p>	<p>Planning Division Planning/Building Divisions</p>	







Lio Salazar

From: Henderson, Amy@Wildlife <Amy.Henderson@wildlife.ca.gov>
Sent: Monday, February 26, 2018 9:41 AM
To: Lio Salazar
Subject: Zone Amendment 16-003 and Parcel Map 16-004 (Roach-Carr)
Importance: High

Lio,

I have reviewed the early consultation application the County sent to CDFW. A wetland delineation and an oak study were included with this application but no biological report. Given the drainages onsite as well as the number of oaks, a basic biological survey should be conducted at the appropriate blooming and/or breeding time. The Department cannot analyze this project without basic biological information. It also appears that the draft Oak Conservation Plan may be outdated as it shows four proposed parcels and the County's application shows two. Please provide biological information and I will review at that time.

Please call or email with any questions or concerns.

Best,

Amy Henderson
Environmental Scientist
Interior Conservation Planning
California Department of Fish and Wildlife Northern Region
601 Locust St.
Redding, CA 96001
530-225-2779
Amy.Henderson@wildlife.ca.gov

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ENPLAN

623-01

September 29, 2017

John Carr
c/o Whitson Engineering
1035 Eureka Way
Redding, CA 96001

SUBJECT: Oak Run Road Site—Wetland Screening Report

This is to confirm that ENPLAN has conducted a wetland screening for a ±30-acre site located on the north side of Oak Run Road between Rim Rock Lane and Shel Max Road, near the community of Millville. The site consists of Shasta County Assessor's Parcel 060-730-011.

The site ranges in elevation between 570 and 640 feet above sea level and slopes gently to the southeast. The site supports a blue oak woodland and is primarily undeveloped. The oak woodland is primarily comprised of blue oaks with a lesser component of interior live oak and grey pine. The annual grassland is represented by medusa-head, slender wild oats, field hedge parsley, and perennial ryegrass. Almost no shrubs occur on the subject site.

Records Review

Records reviewed for this evaluation consisted of Natural Resources Conservation Service soil maps and National Wetlands Inventory (NWI) maps.

Soil records maintained by the Natural Resources Conservation Service were reviewed to determine the soil types on the site and their potential to support wetlands¹. The records review showed that four soil types are present on the site: Inks gravelly loam, 8 to 30 percent slopes; Los Robles loam, 0 to 3 percent slopes; Newtown stony loam, 8 to 50 percent slopes, eroded; and Spreckels sandy loam, 3 to 8 percent slopes. None of these are considered hydric; however, Spreckels sandy loam may contain hydric inclusions. NWI maps were reviewed to determine if wetland features have been previously mapped on the site². According to the NWI data, no wetlands or other waters have been mapped on or immediately adjacent to the site.

Field Reconnaissance

The field reconnaissance was conducted on September 27, 2017. The field evaluation included multiple transects to determine the presence/absence of wetlands and other waters of the U.S. (i.e., streams). For the purposes of this report, the potential for wetlands to occur on the site was based on the prevalence of hydrophytic vegetation.

¹ <http://websoilsurvey.nrcs.usda.gov/app/WebSoilSurvey.aspx>

² <http://www.fws.gov/wetlands/Data/Mapper.html>

John Carr
September 29, 2017
Page 2

Survey Results

The field evaluation showed that the site supports multiple waters, including intermittent streams, wet swales, and a constructed ditch (Figure 1). Representative photos are enclosed. The intermittent streams exhibit bed and bank as well as evidence of scour. In most cases, the intermittent streams include a wet swale component outside the scoured channel. Generally speaking, the adjacent wet swale component ranges between 3 and 6 feet wide, with some areas as much as 15 feet in width. In addition to the intermittent stream/wet swale features, four potential wet swales were identified during the survey. These features support a predominance of hydrophytic vegetation and exhibited evidence of hydrologic flow. Representative wetland plants observed during the survey include: annual rye grass (*Festuca perennis*, FAC), curly dock (*Rumex crispus*, FAC), slender rush (*Juncus tenuis*, FACW), and Mediterranean beardgrass (*Polypogon maritimus*, OBL). The roadside ditch flows southwest along Oak Run Road and ultimately discharges to Oak Run Creek located south of Oak Run Road.

Based on our field observations, on-site streams, wetlands, and the constructed ditch would be subject to Corps jurisdiction. Due to the time of year, the wetland boundaries (wet swales and the stream/wet swale systems) are estimates based on the limits of hydrophytic vegetation. To determine the extent of jurisdictional waters, we recommend conducting a follow-up visit in spring to document the extent of hydrophytic vegetation, hydrology, hydric soils, and additional evidence of scour (if applicable).

Conclusion

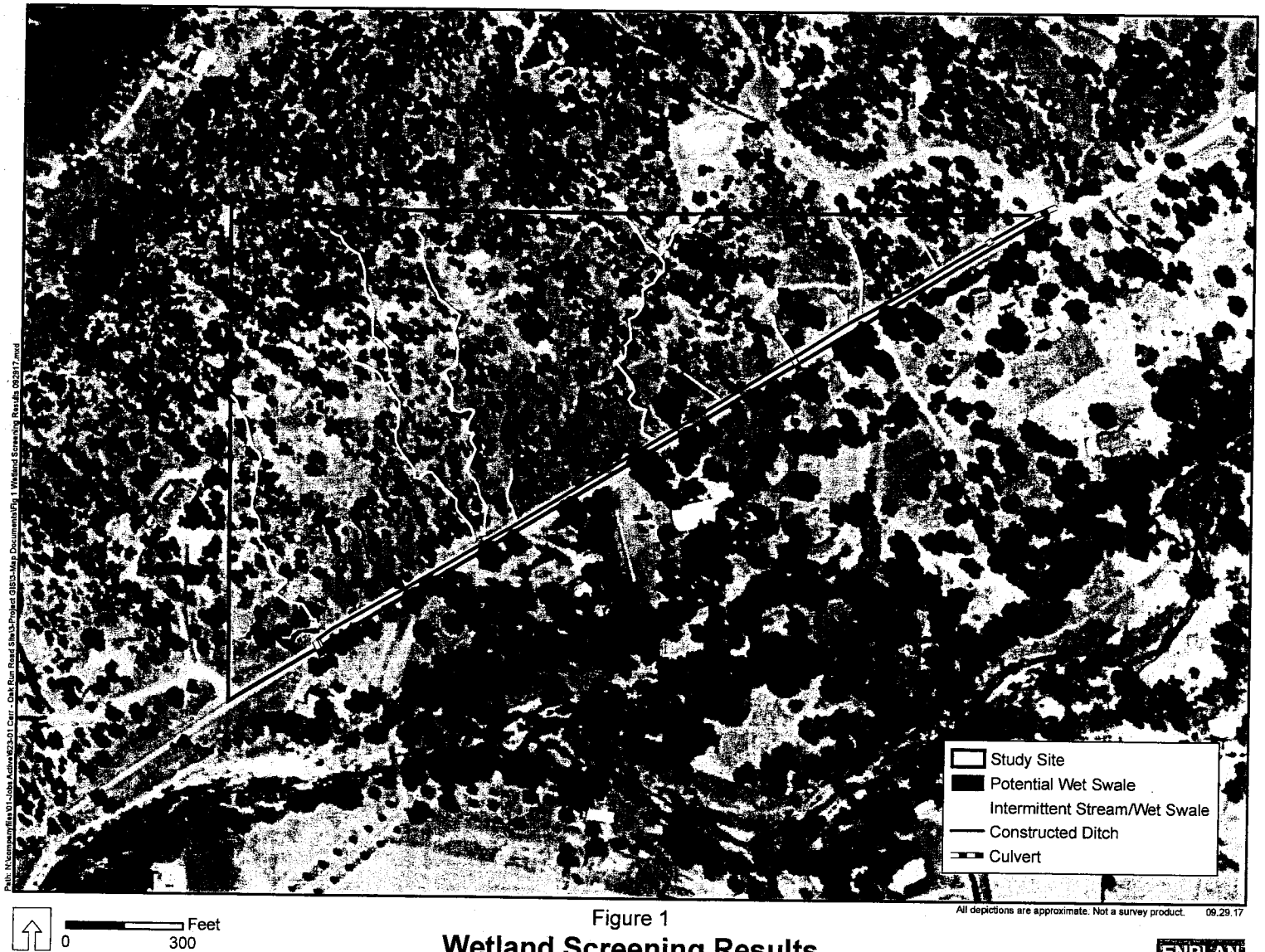
In summary, we find that the site supports wetlands and other waters of the U.S. The boundaries depicted in Figure 1 were estimated based on observed hydrophytic vegetation and scour. We recommend a follow-up visit in spring to identify/confirm the extent of jurisdictional waters.

Please contact me if you have any questions regarding our findings.

Sincerely,

John Luper
Environmental Scientist

encl. Figure 1. Wetland Screening Results
Representative Photos



Carr Parcel
Representative Photos—September 29, 2017



Constructed ditch near southwest corner of site looking northeast along Oak Run Road



Constructed ditch near northeast corner of site looking southwest along Oak Run Road

Carr Parcel
Representative Photos—September 29, 2017



Typical intermittent stream/wet swale



Typical intermittent stream/wet swale #2

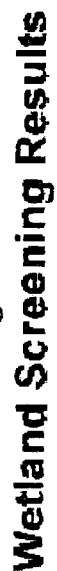
Carr Parcel
Representative Photos—September 29, 2017



Typical intermittent stream/wet swale #3



Typical wet swale



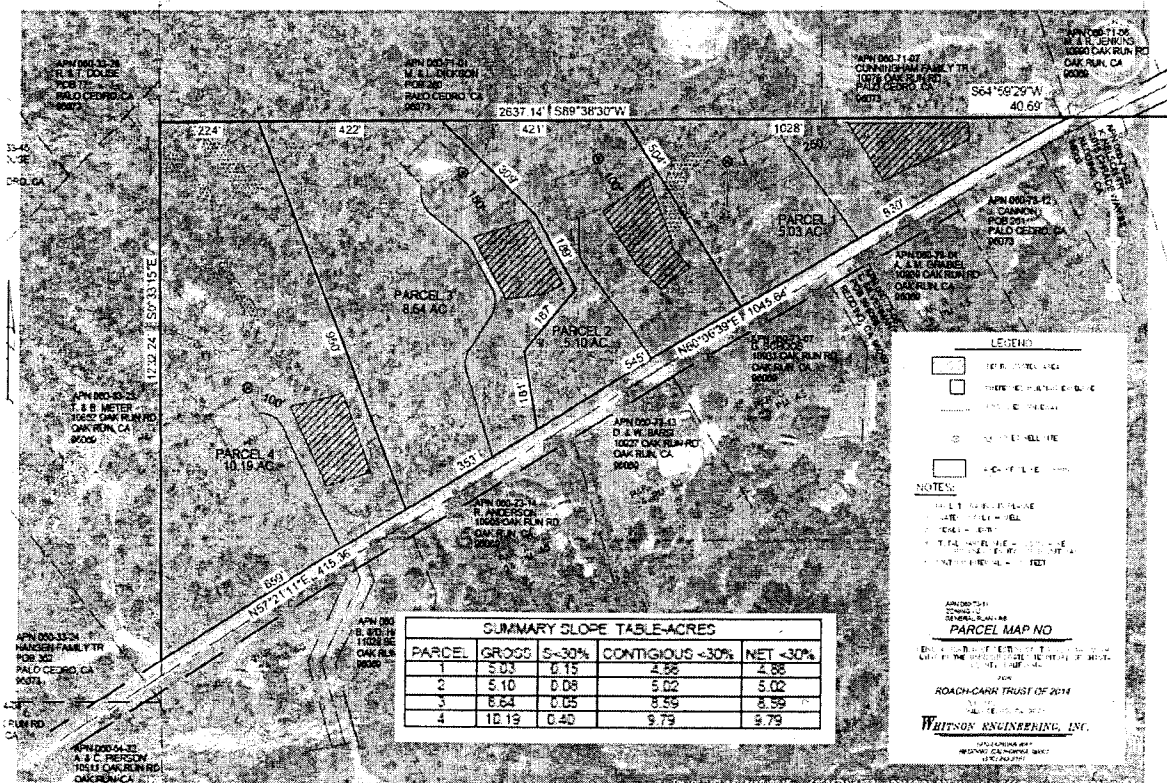


pm16-004

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County of Shasta
Permit Counter

Oak Woodland Conservation Plan (Draft)
Proposed Parcel Split: AP# 060-073-011
Roach-Carr Trust of 2014

Pursuant to Section 21080.1, of the Public Resource Code, a county shall determine whether a project within its jurisdiction may result in a conversion of oak woodlands that will have a significant effect on the environment. At the request of John Carr, I reviewed the proposed Lot Split designated on the Parcel Plan prepared by Whitson Engineering. The property is Shasta County AP# 060-073-011 located in a portion of the SE 1/4 of Section 24, T.32N. R.3W. M.D.M. The parcels are designated 1-4. See the Parcel Map below.



The individual parcel acreages are shown above. A preferred building site, septic area, driveway, and well location are shown for each parcel

My review consists of two components. The first is to determine whether the oak woodland vegetation type is present. Oak woodlands are defined as **"...an oak stand with a greater than 10 percent canopy cover or that may have historically supported greater than 10 percent canopy cover."** *California Fish and Game Code 1361(h)*. The second is an assessment of the impact of removing oaks from the oak woodland to develop the parcel and associated parcel infrastructure.

Roach-Carr Trust Oak Woodland Conservation Plan

Setting (Vegetation Types and Land Use)

The proposed parcel split area is located approximately six miles east of Palo Cedro along the Oak Run Road. The Google Earth® aerial photo on the next page depicts the vegetation as it exists today.



The general environment surrounding the project area consists of rural residential lots, many with dwellings scattered throughout what can best be described as a compromised (compared to undeveloped) oak woodland environment. There is no connectivity to large tracts of undeveloped oak woodland. Numerous roads and fences associated with the rural residential development restrict the free movement of larger animals. Irrigated lawns and gardens provide food and water for smaller animals and birds. The existing vegetation within the project area is oak woodland. Only one species of oak is present, blue oak, *Quercus douglasii*. The vegetation is interspersed with small openings of annual grass. Crown cover is approximately 50 to 60%.

Inventory

A formal inventory of oak species was conducted on the preferred building envelope and septic system area for each lot. All oaks 5" DBH (diameter at breast height) that fell within these areas were inventoried. The proposed driveways and well sites were not inventoried. **Exhibit B** provides a listing of all oaks inventoried. **The species symbol for blue oak is Qd.** Each inventoried oak is associated with a specific GPS point. A total of 130 location points were GPS'd with each point referencing between one and four trees. All inventoried trees were identified in the field with tree numbers on yellow

plastic ribbon. Most of the oaks inventoried are individual single stem trees. Some are forked below DBH. Forked trees are noted with an "F".

Impact Assessment

The purpose of PRC § 21083.4 B is to conserve and protect oak woodlands by requiring lead agencies to make a CEQA determination of "whether a project may result in a conversion of oak woodlands [to some other land use] that will have a significant effect on the environment" and to mitigate for the conversion of oak woodlands.

The project proposal is to split the existing parcel into four parcels. Ultimately, each parcel would be developed with a residential dwelling and associated infrastructure including driveways, utility easements and septic areas. These facilities are designated on the **Exhibit A** Map. Clearing for driveways and septic installation are linear impacts and will not reduce oak woodland acreage.

Several of the oaks are contributing to a hazardous wildfire situation and should be removed. Others should be removed to protect the safety of structures or for aesthetics. The following measures are recommended to reduce impact on oak woodland acreage.

- All oaks inventoried on the four building sites shall be designated on the final parcel map and subsequently prepared building permit drawings. As a condition of building permit issuance, these oaks shall be inspected again with removal specified for if necessary for safety or fire hazard issues based on the recommendation of a qualified professional, i.e., Registered Professional Forester or Certified Arborist.
- Septic lines and leach fields shall be designed to avoid cutting inventoried oaks. Trenching through the root systems of the oaks should be avoided if possible. Upon designation of septic improvements on drawings and field layout of these improvements, inspection shall be made by a qualified professional, i.e., Registered Professional Forester or Certified Arborist.
- Driveways shall be configured to avoid cutting of any native oaks.
- Thin and prune inventoried oaks as necessary to meet "defensible space" standards for reduction of fire hazard and other human safety issues.

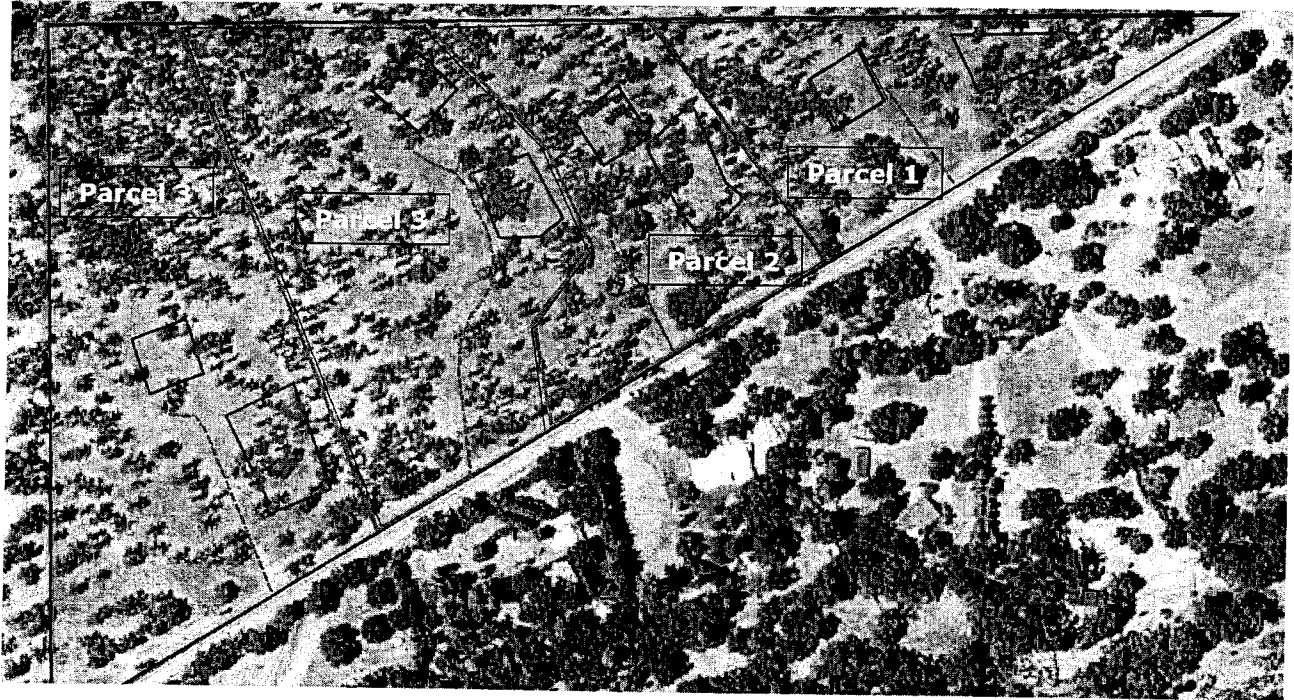
The area inventoried currently meets the definition of oak woodland. Removal of oak trees within an oak woodland vegetation type does not necessarily mean a reduction in oak woodland acreage. If the oaks inventoried and recommended for retention are not cut, there will be no statistically significant reduction in oak woodland acreage.

Therefore, the proposed parcel split will not result in a conversion of oak woodlands to some other land use. As such, the proposed improvements will not have a significant effect on the environment" and no mitigation measures are needed to meet PRC § 21083.4 B.

Frank S. Borden
Registered Professional Forester #130
October 22, 2015

5

Exhibit A



6

Exhibit B**Roach-Carr Trust
Oak Tree Data for 4 Parcels**

Plot	Tree	Species	DBH	Ht	GPS	Latitude & Longitude	Remarks
1S	1	Qd	12	40	2	40.61039597, -122.14753753	
1S	2	Qd	8	25	3	40.61037552, -122.14752219	
1S	3	Qd	10	30	3	40.61037552, -122.14752219	
1S	4	Qd	6	25	4	40.61037552, -122.14752219	
1S	5	Qd	8	25	4	40.61039823, -122.14755655	
1S	6	Qd	12	30	4	40.61039823, -122.14755655	
1S	7	Qd	12	35	5	40.61039823, -122.14755655	
1S	8	Qd	8	15	5	40.61038951, -122.14757709	
1S	9	Qd	10	25	6	40.61038951, -122.14757709	
1S	10	Qd	9	25	7	40.61043385, -122.14755454	
1S	11	Qd	8	25	7	40.61045179, -122.14762654	
1S	12	Qd	10	25	7	40.61045179, -122.14762654	
1S	13	Qd	12	30	8	40.61045179, -122.14762654	
1S	14	Qd	9	30	8	40.61044157, -122.14764481	
1S	15	Qd	9	30	9	40.61044157, -122.14764481	
1S	16	Qd	F10,9	25	9	40.61043620, -122.14764825	
1S	17	Qd	13	35	10	40.61041340, -122.14767801	
1S	18	Qd	6	20	10	40.61041340, -122.14767801	
1S	19	Qd	14	25	10	40.61041340, -122.14767801	
1S	20	Qd	13	30	11	40.61031953, -122.14777758	
1S	21	Qd	12	35	12	40.61033252, -122.14791605	
1S	22	Qd	10	30	13	40.61030670, -122.14794924	
1S	23	Qd	10	30	13	40.61030670, -122.14794924	
1S	24	Qd	9	25	14	40.61039127, -122.14803399	
1S	25	Qd	7	20	14	40.61039127, -122.14803399	
1S	26	Qd	14	35	15	40.61034710, -122.14806282	
1S	27	Qd	9	25	15	40.61034710, -122.14806282	
1S	28	Qd	F9,8	25	15	40.61034710, -122.14806282	
1S	29	Qd	9	30	16	40.61022598, -122.14800222	
1S	30	Qd	18	45	17	40.61021718, -122.14811470	
1S	31	Qd	12	30	18	40.61027158, -122.14807657	
1S	32	Qd	7	25	19	40.61046051, -122.14814723	
1S	33	Qd	10	35	19	40.61046051, -122.14814723	
1S	34	Qd	8	25	19	40.61046051, -122.14814723	
1H	1	Qd	8	20	20	40.61019463, -122.14916596	
1H	2	Qd	F8,8	25	21	40.61018592, -122.14907519	
1H	3	Qd	13	35	22	40.61013311, -122.14898684	
1H	4	Qd	10	20	22	40.61013311, -122.14898684	
1H	5	Qd	9	30	23	40.61011727, -122.14900302	

7

1H	6	Qd	F10,8	35	23	40.61011727, -122.14900302	
1H	7	Qd	7	20	24	40.61010788, -122.14909748	
1H	8	Qd	F6,6	20	24	40.61010788, -122.14909748	
1H	9	Qd	7	25	24	40.61010788, -122.14909748	
1H	10	Qd	6	20	25	40.61009095, -122.14911718	
1H	11	Qd	7	20	26	40.61015105, -122.14914367	
1H	12	Qd	7	25	26	40.61015105, -122.14914367	
1H	13	Qd	6	15	26	40.61015105, -122.14914367	
1H	14	Qd	7	20	26	40.61015105, -122.14914367	
2S	1	Qd	F6,6	20	27	40.60969507, -122.14961330	
2S	2	Qd	12	30	28	40.60972475, -122.14970433	
2S	3	Qd	19	35	29	40.60964704, -122.14976820	
2S	4	Qd	16	30	30	40.60956381, -122.14980039	
2S	5	Qd	13	30	31	40.60954831, -122.14985965	Dead
2S	6	Qd	9	30	32	40.60951964, -122.14989787	
2S	7	Qd	8	15	32	40.60951964, -122.14989787	
2S	8	Qd	9	30	32	40.60951964, -122.14989787	
2S	9	Qd	F18,9	40	33	40.60972684, -122.15010189	
2S	10	Qd	20	35	34	40.60980203, -122.15008780	
2S	11	Qd	23	40	35	40.60978342, -122.15000541	
2S	12	Qd	8	30	36	40.60980831, -122.14999988	
2S	13	Qd	F9,8,7	35	37	40.60984653, -122.15002863	
2S	14	Qd	6	20	38	40.60981560, -122.15006794	
2S	15	Qd	18	40	39	40.60988886, -122.15005562	
2S	16	Qd	22	45	40	40.60997461, -122.14986183	
2S	17	Qd	7	25	41	40.60994192, -122.15002595	
2S	18	Qd	13	35	42	40.60997101, -122.15004673	
2S	19	Qd	11	35	43	40.60997360, -122.15006626	
2S	20	Qd	F8,7	30	44	40.60993974, -122.15005361	
2S	21	Qd	F10,9	35	45	40.60995039, -122.15018545	
2S	22	Qd	12	35	46	40.61004359, -122.15005578	
2S	23	Qd	9	30	47	40.61010512, -122.14995042	
2S	24	Qd	6	15	47	40.61010512, -122.14995042	
2S	25	Qd	9	30	48	40.61012615, -122.14994908	
2S	26	Qd	8	30	48	40.61012615, -122.14994908	
2H	1	Qd	10	30	49	40.61002431, -122.15023440	
2H	2	Qd	7	25	50	40.61004166, -122.15028687	
2H	3	Qd	22	45	51	40.60996556, -122.15031303	
2H	4	Qd	F10,9	30	52	40.60995181, -122.15031378	
2H	5	Qd	9	25	53	40.60990823, -122.15034647	
2H	6	Qd	8	25	54	40.61007285, -122.15069206	
2H	7	Qd	7	20	55	40.61013286, -122.15058887	
2H	8	Qd	8	25	56	40.61009271, -122.15056331	
2H	9	Qd	6	20	56	40.61009271, -122.15056331	
2H	10	Qd	10	35	57	40.61011216, -122.15053305	
2H	11	Qd	7	20	58	40.61013521, -122.15047815	
2H	12	Qd	10	30	59	40.61015138, -122.15041042	
2H	13	Qd	9	30	60	40.61008416, -122.15033675	

8

2H	14	Qd	6	25	61	40.61010453, -122.15039366	
2H	15	Qd	F10,8	30	62	40.61004812, -122.15044764	
3H	1	Qd	F10,8	25	63	40.61009782, -122.15183727	
3H	2	Qd	7	20	64	40.61018759, -122.15186058	
3H	3	Qd	F10,9,9	25	65	40.61021341, -122.15184985	
3H	4	Qd	9	20	66	40.61021375, -122.15183660	
3H	5	Qd	10	20	66	40.61021375, -122.15183660	
3H	6	Qd	14	35	67	40.61024643, -122.15182277	
3H	7	Qd	10	25	68	40.61026814, -122.15182889	
3H	8	Qd	7	15	69	40.61024979, -122.15181632	
3H	9	Qd	12	25	70	40.61032833, -122.15175027	
3H	10	Qd	6	15	71	40.61030922, -122.15161599	
3H	11	Qd	F7,6	15	71	40.61030922, -122.15161599	
3H	12	Qd	8	25	72	40.61026689, -122.15162655	
3H	13	Qd	F12,11	20	73	40.61022582, -122.15165237	
3H	14	Qd	21	30	74	40.61018365, -122.15161876	Dead
3S	1	Qd	24	35	75	40.60978442, -122.15133419	
3S	2	Qd	F16,6	30	76	40.60985508, -122.15116379	
3S	3	Qd	20	35	77	40.60987813, -122.15112766	
3S	4	Qd	6	20	78	40.60985098, -122.15114040	
3S	5	Qd	9	30	79	40.60980915, -122.15111249	
3S	6	Qd	7	20	79	40.60980915, -122.15111249	
3S	7	Qd	12	35	80	40.60980546, -122.15121324	
3S	8	Qd	8	20	81	40.60977344, -122.15119497	
3S	9	Qd	6	10	81	40.60977344, -122.15119497	
3S	10	Qd	10	35	82	40.60972944, -122.15116337	
3S	11	Qd	13	35	83	40.60974260, -122.15115935	
3S	12	Qd	13	40	84	40.60970312, -122.15118994	
3S	13	Qd	7	20	84	40.60970312, -122.15118994	
3S	14	Qd	11	40	84	40.60970312, -122.15118994	
3S	15	Qd	8	15	84	40.60970312, -122.15118994	
3S	16	Qd	7	30	85	40.60970580, -122.15111241	
3S	17	Qd	9	35	85	40.60970580, -122.15111241	
3S	18	Qd	F7,7	15	85	40.60970580, -122.15111241	
3S	19	Qd	10	35	86	40.60971628, -122.15107637	
3S	20	Qd	22	35	87	40.60970035, -122.15101509	
3S	21	Qd	9	25	88	40.60966414, -122.15109363	
3S	22	Qd	8	25	89	40.60964394, -122.15113789	
3S	23	Qd	12	40	90	40.60965559, -122.15114853	
3S	24	Qd	8	35	91	40.60968443, -122.15118659	
3S	25	Qd	6	15	91	40.60968443, -122.15118659	
3S	26	Qd	8	20	92	40.60967454, -122.15121232	
3S	27	Qd	10	35	92	40.60967454, -122.15121232	
3S	28	Qd	8	30	92	40.60967454, -122.15121232	
3S	29	Qd	14	40	93	40.60962609, -122.15120411	
3S	30	Qd	8	15	93	40.60962609, -122.15120411	
3S	31	Qd	9	35	93	40.60962609, -122.15120411	
3S	32	Qd	6	10	94	40.60963472, -122.15116077	

9

3S	33	Qd	11	30	94	40.60963472, -122.15116077	
3S	34	Qd	13	25	94	40.60963472, -122.15116077	
3S	35	Qd	28	30	95	40.60963045, -122.15114904	
3S	36	Qd	6	15	96	40.60965274, -122.15112288	Near Dead, Hazard
3S	37	Qd	8	30	96	40.60965274, -122.15112288	
3S	38	Qd	12	30	97	40.60961980, -122.15109229	
3S	39	Qd	9	30	97	40.60961980, -122.15109229	
3S	40	Qd	10	35	98	40.60961788, -122.15103496	
3S	41	Qd	F12,9	30	99	40.60958586, -122.15101241	
4H	1	Qd	10	25	100	40.60894322, -122.15304561	
4H	2	Qd	F20,8	25	101	40.60902452, -122.15318777	
4S	1	Qd	23	30	102	40.60846310, -122.15266675	
4S	2	Qd	8	25	103	40.60849663, -122.15262316	
4S	3	Qd	11	30	103	40.60849663, -122.15262316	
4S	4	Qd	9	30	103	40.60849663, -122.15262316	
4S	5	Qd	10	15	104	40.60861247, -122.15260606	
4S	6	Qd	10	25	105	40.60869159, -122.15260589	
4S	7	Qd	6	20	106	40.60874951, -122.15258125	
4S	8	Qd	F6,6	20	106	40.60874951, -122.15258125	
4S	9	Qd	9	30	107	40.60876854, -122.15255720	
4S	10	Qd	10	30	108	40.60866284, -122.15252032	
4S	11	Qd	F8,8	30	108	40.60866284, -122.15252032	
4S	12	Qd	6	15	109	40.60864842, -122.15248042	
4S	13	Qd	9	25	109	40.60864842, -122.15248042	
4S	14	Qd	7	15	110	40.60862429, -122.15243046	
4S	15	Qd	10	25	111	40.60868338, -122.15240708	
4S	16	Qd	7	25	112	40.60862940, -122.15240289	
4S	17	Qd	8	30	112	40.60862940, -122.15240289	
4S	18	Qd	F8,7	15	113	40.60857517, -122.15250498	Dead
4S	19	Qd	9	15	113	40.60857517, -122.15250498	
4S	20	Qd	9	15	114	40.60853292, -122.15256088	
4S	21	Qd	8	10	114	40.60853292, -122.15256088	Dead
4S	22	Qd	10	30	115	40.60851867, -122.15252576	
4S	23	Qd	11	25	116	40.60846754, -122.15249081	
4S	24	Qd	12	30	117	40.60843687, -122.15240716	
4S	25	Qd	9	25	118	40.60840661, -122.15244362	
4S	26	Qd	8	20	119	40.60840778, -122.15248520	
4S	27	Qd	11	30	120	40.60837425, -122.15250313	
4S	28	Qd	8	20	120	40.60837425, -122.15250313	
4S	29	Qd	F8,6	30	121	40.60841365, -122.15250992	
4S	30	Qd	13	35	122	40.60836604, -122.15258871	
4S	31	Qd	8	20	123	40.60841323, -122.15258921	
4S	32	Qd	8	20	124	40.60841273, -122.15263749	
4S	33	Qd	9	25	125	0.60846578, -122.15262718	
4S	34	Qd	10	30	126	40.60835439, -122.15267614	
4S	35	Qd	8	20	126	40.60835439, -122.15267614	
4S	36	Qd	8	25	127	40.60833385, -122.15264286	
4S	37	Qd	9	25	128	40.60829471, -122.15265166	

10

4S	38	Qd	11	30	129	40.60819119, -122.15258452
4S	39	Qd	15	30	130	40.60823235, -122.15248587
4S	40	Qd	11	30	131	40.60828364, -122.15226685



State of California – Natural Resources Agency
DEPARTMENT OF FISH AND WILDLIFE
Region 1 – Northern
601 Locust Street
Redding, CA 96001
www.wildlife.ca.gov

EDMUND G. BROWN JR., Governor
CHARLTON H. BONHAM, Director



April 2, 2018

Lio Salazar, Senior Planner
Planning Division, Shasta County
Department of Resource Management
1855 Placer Street, Suite 103
Redding, CA 96001

**Subject: Review of the Mitigated Negative Declaration for the Parcel
Map 16-004 and Zone Amendment 16-003, State Clearinghouse
Number 2018032005, Shasta County**

Dear Mr. Salazar:

The California Department of Fish and Wildlife (Department) has reviewed the Initial Study/Mitigated Negative Declaration (MND) dated March 2, 2018, for the above-referenced project (Project). As a trustee for the State's fish and wildlife resources, the Department has jurisdiction over the conservation, protection, and management of fish, wildlife, native plants, and their habitat. As a responsible agency, the Department administers the California Endangered Species Act and other provisions of the Fish and Game Code (FGC) that conserve the State's fish and wildlife public trust resources. The Department offers the following comments and recommendations on this Project in our role as a trustee and responsible agency pursuant to the California Environmental Quality Act (CEQA), California Public Resources Code section 21000 et seq.

Project Description

The Project as proposed is to "subdivide an existing 28.92-acre parcel to create 6.79 (Parcel 1) and 22.13 acre parcels (Parcel 2) for residential uses." The Project also proposes rezoning from the Unclassified zone district to the Limited Residential zone district and the Limited Residential combined with the 10-acre minimum lot area zone district in conjunction with a parcel map for a two-parcel residential land division. The Project is located on the north side of Oak Run Road at the Rim Rock Lane/Oak Run Road intersection on Assessor Parcel Number 060-073-011.

Conserving California's Wildlife Since 1870

Lio Salazar, Senior Planner
Department of Resource Management
April 2, 2018
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Comments and Recommendations

Special Status Species

The Initial Study states:

"No species identified as a candidate, sensitive, or special-status species in local or regional plans, policies, or regulations, or by the California Department of Fish and Wildlife or the U.S. Fish and Wildlife Service have been identified on the project site or within approximately 3/4 of a mile. Based on both the absence of a known candidate, sensitive, or special-status species occurrence in the vicinity and limited scope of the project, the lead agency has determined that no additional biological surveys are necessary and that the potential impacts of the project on such species is less-than-significant."

The California Natural Diversity Database and, additionally for plants, the California Native Plant Society's Rare Plant Inventory of Rare, Threatened, and Endangered Plants of California, are both exceptional resources to evaluate the potential for special-status species occurrence information for a specific project. However, both are extremely limited due to the lack of data submitted to these databases from private landowners and those they employ (i.e., consultants). These databases provide useful information for determining which species are potentially present on a site and which species-specific surveys should be performed; however, they are not an appropriate substitute for project level general biological surveys. The Department recommended basic biological surveys during the early consultation period. The Department still recommends that appropriate wildlife and botanical surveys be conducted at the appropriate time of year. Botanical surveys should follow the Department's *Protocols for Surveying and Evaluating Impacts to Special Status Native Plant Populations and Natural Communities*.

Wetlands

According to a Wetland Screening Report dated September 29, 2017, and prepared by ENPLAN, the Project site *"supports multiple waters, including intermittent streams, wet swales, and a constructed ditch."* The report went on to recommend follow-up surveys in the spring to identify and confirm the extent of jurisdictional waters. The follow-up surveys have not been completed. Further, the Initial Study states a final wetland delineation will be conducted prior to recordation of the final Parcel Map. Conducting the final wetland delineation after the project is approved is not consistent with Shasta County's CEQA documentation. Depending upon the type of wetlands found, the 50-foot buffer proposed may not be enough to reduce impacts to less than significant. The Department recommends the wetland delineation be completed prior to the

Lio Salazar, Senior Planner
Department of Resource Management
April 2, 2018
Page 3

approval of the MND. Appropriate avoidance and minimization measures should be developed to reduce any significant impacts to less than significant prior to the approval of the project.

Mitigation Measure IV.a.b.c.1 states:

"A final wetlands delineation shall be conducted and submitted to the Shasta County Planning Division and approved by the Planning Director prior to recordation of the final Parcel Map. The extent of the features, as determined in the approved final wetlands delineation, and a 50-foot buffer shall be show [sic] on the final map Parcel Map and labeled as non-building/non-disturbance areas, except as may allowed with prior approval of the United States Army Corps of Engineers, State of California Regional Water Quality Control Board, and/or the State of California Department of Fish and Game [sic]."

Shasta County should not rely on the Lake and Streambed Alteration process to supplant the CEQA review process to identify and mitigate potentially significant impacts to aquatic resources. Therefore, this mitigation measure as currently written may be ineffective. Instead, Shasta County should utilize its CEQA Lead Agency authority (CEQA Guidelines §15041) to develop and require appropriate and specific mitigation measures that would complement existing State and federal permitting requirements. A mitigation measure detailing the amount of wetlands and/or drainage impacted and where the mitigation for those impacts will be mitigated (on site or off site) should be part of this MND.

Oak Woodlands

According to Mitigation/Monitoring Measure IV.e.2:

"if it is infeasible to avoid trenching within the dripline, the project designer shall submit the findings of the qualified professional, including either proposed design elements to minimize trenching within the dripline(s) and/or replacement of the affected oak tree(s); including a planting and monitoring plan, if trenching within the dripline cannot be minimized to the extent that the tree is likely to survive in the opinion of the qualified professional. Replacement trees shall be planted at a minimum of 2:1 ratio."

The Department requests to review and approve the planting and monitoring plan.

Lio Salazar, Senior Planner
Department of Resource Management
April 2, 2018
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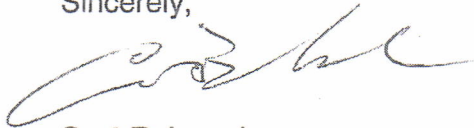
Nesting Bird Surveys

In order to avoid impacts to nesting migratory birds and/or raptors protected under FGC sections 3503 and 3503.5, one of the following should be implemented:

- a. Conduct vegetation removal and other ground-disturbance activities associated with construction from September 1 through January 31, when birds are not nesting; or
- b. Conduct preconstruction surveys for nesting birds if vegetation removal or ground disturbing activities are to take place during the nesting season (February 1 through August 31). These surveys shall be conducted by a qualified biologist no more than one week prior to vegetation removal or construction activities during the nesting season. If an active nest is located during the preconstruction surveys, a non-disturbance buffer shall be established around the nest by a qualified biologist in consultation with the Department. No vegetation removal or construction activities shall occur within this non-disturbance buffer until the young have fledged, as determined through additional monitoring by the qualified biologist. The results of the preconstruction surveys shall be sent to the Department at: California Department of Fish and Wildlife, Attn: CEQA, 601 Locust Street, Redding, CA, 96001.

If you have any questions, please contact Amy Henderson, Environmental Scientist, at (530) 225-2779, or by e-mail at Amy.Henderson@wildlife.ca.gov.

Sincerely,



Curt Babcock
Habitat Conservation Program Manager

cc: Lio Salazar, Senior Planner
Department of Resource Management
lsalazar@co.shasta.ca.us

State Clearinghouse
state.clearinghouse@opr.ca.gov

Amy Henderson
California Department of Fish and Wildlife
Amy.Henderson@wildlife.ca.gov

**MITIGATION MONITORING PROGRAM (MMP)
FOR ZONE AMENDMENT 16-003 AND PARCEL MAP 16-004**

Mitigation Measure/Condition	Timing/Implementation	Enforcement/Monitoring	Verification (Date & Initials)
IV. BIOLOGICAL RESOURCES:			
IV.a.b.c.1) A final wetlands delineation shall be conducted and submitted to the Shasta County Planning Division and approved by the Planning Director prior to recordation of the final Parcel Map. The extent of the features, as determined in the approved final wetlands delineation, and a 50-foot buffer shall be shown on the final map Parcel Map and labeled as non-building/non-disturbance areas, except as may allowed with prior approval of the United States Army Corps of Engineers, State of California Regional Water Quality Control Board, and/or the State of California Department of Fish and Game. A minimum 50-foot buffer, as measured from the top of bank, shall be shown on the final map Parcel Map and labeled as non-building/non-disturbance areas for all drainages (bed, bank, and scour) identified in the final wetland delineation report. Buffers for wet swale features identified in the final wetland delineation report shall also be shown on the final Parcel Map and labeled as non-building/non-disturbance areas. Wet swale buffers shall be a minimum of 50 feet, 75 feet, and 100 feet, respectively, for wet swale features 0-1.0 acres, 1.1 to 5.0 acres, and 5.1 acres and greater in size. Where wet swale components exist adjacent to drainages, the size of the swale and associated buffer shall be determined based on the length of the drainage segment and width of the adjacent wet swale component(s).	Prior to Recording the Final Parcel Map	Planning Division	
IV.e.1) The preferred building envelopes and approved sewage disposal areas shall be shown on the final Parcel Map. The location of all oak trees greater than 5-inches in diameter (DBH) determined to be within these areas, as noted in the Oak Woodland Conservation Plan inventory prepared for the project, shall be shown on the final Parcel Map.	Building Permit Application Review Building Permit Inspection	Planning Division Planning/Building Divisions	
IV.a.e.2) Development of the first dwelling unit shall be within the preferred building envelope. Development of structures, buildings, and driveways shall be limited to the preferred building envelope, except as otherwise allowed in accordance with the conditions of approval of the Parcel Map. The plot plan submitted with the building permit application for the dwelling shall show the location of those oak trees within the preferred building envelope as shown on the final Parcel Map.	Building Permit Application Review Building Permit Inspection	Planning Division Planning/Building Divisions	
The building development project shall be designed to avoid both			

Mitigation Measure/Condition	Timing/Implementation	Enforcement/Monitoring	Verification (Date & Initials)
<p>removal of and trenching within the driplines of these trees, unless it is determined that a tree(s) to be removed represents a safety or fire hazard based on the recommendations of a qualified professional, i.e., Registered Professional Forester or certified arborist; or, with respect to trenching within the driplines, the project designer, in consultation with a qualified professional, i.e., Registered Professional Forester or certified arborist, determines that it is infeasible to construct the project without trenching within the driplines of said tree(s).</p> <p>If inventoried trees are proposed to be removed, the findings of the qualified professional shall be submitted with the building permit application. If it is infeasible to avoid trenching within the dripline, the project designer shall submit the findings of the qualified professional, including either proposed design elements to minimize trenching within the dripline(s) and/or replacement of the affected oak tree(s); including a planting and monitoring plan, if trenching within the dripline cannot be minimized to the extent that the tree is likely to survive in the opinion of the qualified professional. Replacement trees shall be planted at a minimum of 2:1 ratio.</p> <p>Development of either an additional dwelling unit, residential accessory buildings, and/or residential accessory structures within the preferred building envelope shall be subject to the same building permit application requirements as the first dwelling unit.</p> <p>These requirements shall not prohibit the removal of oak trees less than five inches in diameter and/or inventoried trees after the improvements are completed if necessary to comply with defensible space requirements of the State Fire Code and provided such removal is strictly in accordance with State recommended defensible space guidelines.</p>			
<p>IV.e.3) Plot plans submitted with applications for sewage disposal systems located within the approved sewage disposal area shall show the location of those oak trees within the approved sewage disposal area as shown on the final Parcel Map. The sewage disposal system, including the leach lines, shall be designed to avoid both removal of and trenching within the driplines of these trees.</p> <p>If the sewage disposal system designer, in consultation with a qualified professional, i.e., Registered Professional Forester or certified arborist, determines that it is infeasible to install the sewage</p>	<p>Building/Sewage Disposal Permit Application Review Building Permit Inspection</p>	<p>Planning Division Building Divisions</p>	

Mitigation Measure/Condition	Timing/Implementation	Enforcement/Monitoring	Verification (Date & Initials)
<p>disposal system without trenching within the driplines of said trees; the septic system designer shall submit the findings of the qualified professional, including proposed design elements to minimize trenching within the dripline(s) and/or replacement of the affected oak tree(s), including a planting and monitoring plan, if trenching within the dripline cannot be minimized to the extent that the tree is likely to survive in the opinion of the qualified professional. Replacement trees shall be planted at a minimum of 2:1 ratio.</p> <p>This requirement shall not prohibit the removal of oak trees less-than five inches in diameter and/or inventoried trees after the improvements are completed, if necessary to comply with defensible space requirements of the State Fire Code and provided such removal is strictly in accordance with State recommended defensible space guidelines.</p>			
<p>IV.a.e.4) Development outside of the preferred building envelope, including driveways, shall be designed to avoid removal of or trenching within the driplines of oak trees greater than 5-inches in diameter and require appropriate preconstruction wildlife and botanical surveys of the area proposed for development be conducted by a qualified biologist or other qualified professional and based on consultation with the California Department of Fish and Wildlife.</p> <p><i>In the event that special status species or species of concern are observed within the area proposed for development the qualified professional shall prepare a plan to establish buffer zones, limit the timing or development activities, replace or move displaced plant or animals either on or off-site, or other measures to mitigate impacts on the observed special status species or species of concern. The plan shall be submitted to DFW and Director of Resource Management for consultation, review, and approval by the Director of Resource Management or their designee prior to issuance of a building permit. The approved plan shall be made part of the approved building permit which shall be subject to inspection for conformance with the requirements of the plan.</i></p> <p>Site plans submitted with permit applications to develop areas outside of the preferred building envelope shall include copies of aerial imagery clearly showing the improvements are proposed in an area where no trees are present; or a letter from a qualified professional, i.e., Registered Professional Forester or certified arborist indicating that the forester or arborist has inspected the location in the field and determined</p>	<p>Building Permit Application Review Building Permit Inspection</p>	<p>Planning Division Planning/Building Divisions</p>	

Mitigation Measure/Condition	Timing/Implementation	Enforcement/Monitoring	Verification (Date & Initials)
<p>that no trees greater than 5-inches in diameter will be removed and no trenching will occur within the driplines of trees greater than 5-inches in diameter.</p> <p>This requirement shall not prohibit the removal of oak trees as necessary to comply with defensible space requirements of the State Fire Code, after the improvements are completed.</p>			

MEMORANDUM

SHASTA COUNTY DEPARTMENT OF RESOURCE MANAGEMENT

1855 Placer Street, Redding, CA 96001

Environmental Health

Suite 201

225-5787

Air Quality Management

Suite 101

225-5674

Planning Division

Suite 103

225-5532

Administration & Community Education Section

Suite 200

225-5789

Building Division

Suite 102

225-5761

TO: Tim MacLean, Chairman and Shasta County Planning Commissioners

FROM: Richard W. Simon, AICP, Director of Resource Management

DATE: 04/09/2018

SUBJECT: Zone Amendment 16-003 & Parcel Map 16-004 (Roach-Carr)

The Department requires additional time to address comments submitted by the State of California, Department of Fish and Wildlife, in response to their review of the Initial Study/Mitigated Negative Declaration.

The Department recommends continuing the hearing to the May 10, 2018 Planning Commission meeting. This project is a noticed public hearing item. Prior to the recommended continuation, the Commission should open the hearing to take public testimony.

RS/jcp

SHASTA COUNTY PLANNING COMMISSION MEETING

MINUTES

Meeting

Date: April 12, 2018
Time: 2:00 p.m.
Place: Shasta County Administration Center
Board of Supervisors' Chambers

Flag Salute

ROLL CALL

Commissioners

Present:

Tim MacLean	District 2
Jim Chapin	District 1
Steven Kerns	District 3
Roy Ramsey	District 4
Patrick Wallner	District 5

Staff Present:

Richard W. Simon, Director of Resource Management
James Ross, Assistant County Counsel
Kim Hunter, Planning Division Manager
Bill Walker, Senior Planner
Lio Salazar, Senior Planner
Luis Topete, Associate Planner
Tara Petti, Assistant Planner
Ken Henderson, Environmental Health Division
Jimmy Zanotelli, Shasta County Fire Marshal
Jessica Cunningham-Pappas, Staff Services Analyst II/Recording Secretary

Note:

All unanimous actions reflect a 5-0 vote.

PUBLIC COMMENT PERIOD - OPEN TIME: Director Richard Simon acknowledged Resource Management's Senior Planner, Bill Walker, on the occasion of his upcoming retirement and his over twenty-nine years of service to the County of Shasta. Mr. Simon provided an overview of Mr. Walker's prior experience and his role developing and managing the Surface Mining and Reclamation Act Program. Mr. Simon noted Mr. Walker's role with complex projects; including the Hatchet Ridge Wind Project and coordinating CEQA implementation and his role as a mentor within the department.

Senior Planner Bill Walker expressed his appreciation of Mr. Simon's commendation and that it has been an honor and privilege to serve the County.

PLANNING COMMISSION MEETING MINUTES

April 12, 2018

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Commissioner's expressed their appreciation of Mr. Walker's professionalism and for his expertise on projects, presentations and assistance at Planning Commission meetings and his cooperative working relationship over the years.

Chairman MacLean called for any other speakers. There being none, the public comment period was closed.

R1: APPROVAL OF MINUTES:

By motion made, seconded (Kerns/Ramsey) and carried unanimously, the Planning Commission approved the Minutes of March 8, 2018, as submitted.

CONFLICT OF INTEREST DECLARATIONS: None.

PUBLIC HEARINGS:

Ex-parte Communications Disclosures: None.

R2: Parcel Map 17-005 (Colwell) continued from March 8, 2018 and February 8, 2018: The applicant has requested approval to divide a 9.97-acre property into two parcels of 4.53 and 4.56 acres in size for residential uses. The proposed parcels would each contain an existing residence and accessory buildings. Applicant: Rocky and Peggy Colwell, and Patricia Quinn; Assessor's Parcel Number(s): 095-070-051-000; Project Location: Shingletown area on the east side of Sky Tree Lane, approximately 0.2 miles north of the intersection of Sky Tree Lane and Emigrant Trail (8137 Sky Tree Lane); Supervisor District: 5; Recommended Environmental Determination: Negative Declaration; Planner: Lio Salazar, Senior Planner. Simple Majority Vote.

Senior Planner Lio Salazar provided an update on Parcel Map 17-005. Mr. Salazar stated the applicant's representative continues to work on road improvement concerns related to the project. He noted planning staff recommends that the project be continued to a date uncertain.

Chairman MacLean opened the public hearing. There being no speakers, the public hearing was closed.

By motion made, seconded (Ramsey/Kerns) and carried unanimously, the Planning Commission continued Parcel Map 17-005 to a date uncertain, to allow additional time for the applicant and planning staff to discuss the project conditions.

Ex-parte Communications Disclosures: None.

R3 Zone Amendment 16-003 and Parcel Map 16-004 (Roach-Carr): The applicant has requested a rezoning from the Unclassified (U) zone district to the Limited Residential (R-L) and Limited Residential combined with the 10-Acre Minimum Lot Area (R-L-BA-10) zone district and a parcel map for a two-parcel residential land division. Applicant: John Carr and Mary Roach; Assessor's Parcel Number(s): 060-730-011-000; Project Location: Millville area on a 28.92-acre parcel situated on the north side of Oak Run Road, at the Rim Rock Lane/Oak Run Road intersection which is approximately 3.4 miles north of the intersection of Oak Run Road and Old 44 Drive; Supervisor District: 5; Recommended Environmental Determination: Mitigated Negative Declaration; Planner:

PLANNING COMMISSION MEETING MINUTES

April 12, 2018

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Lio Salazar, Senior Planner. Simple Majority Vote.

Senior Planner Lio Salazar referred to the Planning Commission memorandum which recommended continuation of the application to allow additional time to respond to comments received by the Department of Fish and Wildlife regarding the proposed Initial Study/Mitigated Negative Declaration.

Commissioner Kerns asked about the project and what concerns the Department of Fish and Wildlife had over mitigation measures. Mr. Salazar responded. Commissioner Chapin asked if the applicant was in favor of the continuance. Mr. Salazar noted he had been in contact with the applicant and the applicant was not opposed to a continuation.

Chairman MacLean opened the public hearing. There being no speakers, the public hearing was closed.

By motion made, seconded (Chapin/Wallner) and carried unanimously, the Planning Commission continued Zone Amendment 16-003 and Parcel Map 16-004 to the May 10, 2018 Planning Commission Meeting.

R4: **Identify and Authorize Planning Commissioners to Attend the 2018 California County Planning Commissioners Association Conference on May 4-5, 2018:** Identify Planning Commissioners who want to attend the 88th CCPA Conference in Redding on Friday, May 4th and Saturday, May 5th at the Sheraton Hotel.

Director Richard Simon discussed the County Planning Commissioners Conference, which will be held in Redding this year. Mr. Simon stated paid registration would be provided for any Commissioner interested in attending.

Commissioner Wallner, President of the Association, provided an update on the conference schedule and available workshops and thanked planning staff for assistance with speakers at the event. Planning Commissioners discussed days they were available to attend the conference.

By motion made, seconded (Kerns/Chapin) and carried unanimously, the Planning Commission approved Planning Commissioners Chapin, Kerns, Wallner, Ramsey, and MacLean to attend the 2018 California County Planning Commissioners Association Conference on May 4th and 5th.

R5: **Planning Director's Report:** Director Richard Simon provided an update on progress of the Housing Element's General Plan and Zoning Ordinance. Mr. Simon recommended scheduling a workshop at the May 10, 2018 Planning Commission meeting and providing a progress report. He noted this would allow for additional public comment. Mr. Simon anticipated bringing the ordinance to the Planning Commission at a special meeting in May or to the regularly scheduled June 14th Planning Commission meeting.

Planning Manager Kim Hunter introduced new staff members Luis Topete, Associate Planner and Tara Petti, Assistant Planner with the Planning Department.

Director Richard Simon provided an update on transitioning from the permit and projects tracking

PLANNING COMMISSION MEETING MINUTES

April 12, 2018

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software program Permits Plus to TRAKiT. Mr. Simon described the advantages of the new system, including efficiency. Mr. Simon noted the program went live March 23, 2018 and a portal will be available to contractors as well as the public within the following weeks. It is anticipated a live demonstration would be provided to the Board of Supervisors in the near future.

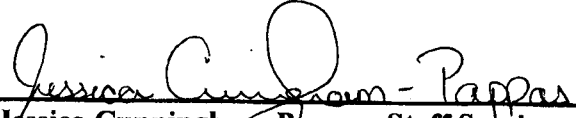
Commissioner Chapin asked about accessibility of TRAKiT on a personal computer. Commissioner Wallner asked about the use of the public portal. Mr. Simon responded and noted the ability individuals would have to submit some permits online. Commissioner Wallner asked if Mr. Simon was satisfied with the progress being made. Mr. Simon noted he was satisfied with implementation of the new system.

NON-HEARING ITEMS: None.

CONSENT ITEMS: None.

ADJOURNMENT: The Planning Commission adjourned at 2:48p.m.

Submitted by:



Jessica Cunningham-Pappas, Staff Services Analyst II
Recording Secretary

REPORT TO THE SHASTA COUNTY PLANNING COMMISSION

<u>PROJECT IDENTIFICATION:</u>	<u>REGULAR AGENDA</u>	MEETING DATE	AGENDA ITEM #
ZONE AMENDMENT 16-003 & PARCEL MAP 16-004 (ROACH-CARR) MILLVILLE AREA		05/10/2018	R3

RECOMMENDATIONS: That the Planning Commission:

1. Conduct a public hearing; and
2. Adopt a resolution recommending that the Shasta County Board of Supervisors: 1) adopt a California Environmental Quality Act (CEQA) determination of a Mitigated Negative Declaration; and 2) approve Zone Amendment 16-003 based on the recommended findings and subject to the conditions listed in the attached resolution; and
3. Adopt a resolution to: 1) adopt a CEQA determination of a Mitigated Negative Declaration; 2) adopt the recommended findings; and 3) approve Parcel Map 16-004 subject to the conditions listed in the resolution.

SUMMARY: The project is located in the Millville area on a 28.92-acre parcel on the north side of Oak Run Road at its intersection with Rim Rock Lane, approximately 3.4 miles north of Old 44 Drive (APN 060-730-011). John Carr and Mary Roach have requested a rezoning from the Unclassified (U) zone to the Limited Residential (R-L) and Limited Residential combined with the 10-Acre Minimum Lot Area (R-L-BA-10) zone and a parcel map for a two-parcel residential land division. Staff Planner: Lio Salazar/ Supervisor District: 5/ Proposed CEQA Determination: Mitigated Negative Declaration.

BACKGROUND AND DISCUSSION: General Plan & Zoning - The property is in the Rural Residential B (RB) General Plan land use designation and the Unclassified (U) zone districts. The proposed land division is consistent with the General Plan and the recommended zoning change. The proposed land division would not exceed the maximum residential density standard of one dwelling unit per five acres for the RB designation. The proposed parcels would meet the minimum acreage requirements of the R-L and R-L-BA-10 zone districts.

Access & Services – The proposed parcels would be accessed from Oak Run Road and served by individual on-site wells and septic systems. Pacific Gas and Electric Company provides electric utility service to the area. Waste Management provides solid waste disposal services. Liquid propane gas is available from various service providers. The Shasta County Fire Department responds to emergencies in the area.

Project Analysis - The project site is undeveloped. Topography at the site is undulating and slopes predominantly to the southeast. The property is more steeply sloped near the northwest corner and near a small hill located on proposed Parcel 1. The drainage pattern at the property follows the topography. Drainage features on the property convey run-off to a ditch along Oak Run Road that eventually discharges to Oak Run Creek. Vegetation on the property consists primarily of California native Blue Oak trees and annual grassland. All parcels adjacent to the property and several parcels nearby are developed with single-family residences.

The applicant originally submitted a proposal to create four parcels. Sewage disposal testing results indicate a relatively high water table at the property. Only two of the four sewage disposal areas tested met the land division sewage requirements. As a result the applicant revised the number of proposed parcels. The recommended 10-Acre Minimum Lot Area zoning district is recommended for the larger parcel based on sewage disposal capability being a constraint on potential future subdivision proposals. The proposed two parcel land division is consistent with applicable Shasta County Development standards, including those for sewage disposal.

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Environmental Determination – An archeological survey, oak-woodlands conservation plan, and wetlands screening were prepared by the applicant as part of the California Environmental Quality Act (CEQA) initial study process.

The oak-woodlands conservation plan determined that the project site is an oak-woodland with approximately 50 to 60 percent canopy; that it exists within a historic oak woodland that has been compromised by development of residential uses in the vicinity; and it is disconnected from large tracts of undeveloped oak-woodland habitat in the area. An inventory was made of all oak trees with a diameter at breast height of five inches or greater within the preferred building envelopes and sewage disposal areas.

The wetlands screening included a records search and field evaluation to determine presence/absence of wetlands and other Waters of the United States, and a map of the estimated extent of features observed. Features noted in the screening were based on observance of hydrophytic plants and scour. Due to the time of year in which the screening was conducted the biologist who performed the screening recommended follow-up in the spring to verify and finalize the extent of the features observed during the screening.

An Initial Study and Mitigated Negative Declaration (IS/MND) was prepared for the project and circulated for public review. The California Department of Fish and Wildlife (DFW) reviewed the IS/MND and submitted a comment letter (Attachment 10). The letter includes concerns about use of the California Natural Diversity Database (CNDDB) as an analytical tool for evaluating potential impacts on special status species; the timing of recommended wetland screening follow-up; and potential impacts on nesting migratory birds and raptors. DFW also requests additional surveys and data, and to review and approve oak-woodland mitigation planting plans.

Although DFW requested additional plant and animal surveys the agency did not provide any specific evidence supporting the need for such surveys. The Department of Resource Management used the CNDDB to evaluate the potential for special status species to occur at the site in a manner consistent with DFW recommendations and determined that plant and animal biological surveys would not be needed based on low potential for occurrence at the site. Subsequent to making this determination the scope of the project was reduced because of limitations on septic suitability. Both the low potential for special status species to occur and the reduced scope of the project were considered in determining less-than-significant potential impacts on special status species. Nonetheless, it is recommended that mitigation measure IV.e.2 and IV.e.4 be revised to limit development to the preferred building envelopes and driveways, unless preconstruction surveys are conducted and, if special status or species of concern are observed, specific mitigation measures are implemented.

The wetlands mitigation measure described in the IS/MND is based on the known presence and estimated extent of potential wetland features. It requires a final determination of the extent of the features prior to recording the final Parcel Map. The measure also requires complete avoidance of the features (no impact) identified on the final Parcel Map except as may be allowed by other agencies with jurisdiction and subject to any of their applicable environmental review requirements. Because adequate mitigation has been identified and based on the wetland survey, it is reasonable to conclude that the project can proceed after final delineation. The proposed timing of the final delineation does not conflict with Shasta County Environmental Review Procedures or defer mitigation.

The proposed 50-foot wetland/drainage buffer is based on the DFW's 1994 publication, "Recommendations to Help Avoid Significant Fish, Wildlife, and Native Plant Resource Impacts for CEQA Projects in Del Norte, Humboldt, Trinity, Siskiyou, Shasta, Tehama, Lassen, and Modoc Counties" and would be adequate for drainages and for wet swales up to one acre in size. In response to DFW comments regarding the adequacy of the proposed

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wetland buffer; mitigation measure IV.a.b.c.1 has been revised to include buffer distances of 75-feet and 100-feet for wet swales from 1.1 to 5 acres and greater than 5 acres in size, respectively, and to eliminate the exception language that would allow disturbance within the buffers subject to agency approval.

The proposed revised mitigation measures are detailed in Attachment 11. The revised measures would not require recirculation of the IS/MND because the new measures are "equivalent or more effective."

Mitigation measures IV.e.2 and IV.e.3 require oak tree replacement if trenching is proposed within oak tree driplines. DFW has requested to review and approve oak woodland planting and monitoring plans prepared subject to this mitigation measure. However, reliance on a qualified professional's recommendations and Department review and approval of the plan is consistent with past practice and is adequate. Therefore, no change is recommended.

As discussed in the IS/MND, the potential impacts of the project on nesting migratory birds and raptors would be less-than-significant. The recommended conditions of approval for the project include conditions to ensure compliance with Fish and Game code sections that protect these species.

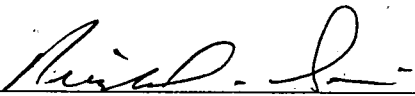
The IS/MND includes mitigation measures to avoid or reduce potential wetlands and oak woodlands impacts to a less-than-significant level. Therefore, a Mitigated Negative Declaration is recommended for this project.

ISSUES: To date, no public comments other than the DFW comment letter have been received. Issues noted in the DPW comment letter have been presented and discussed above.

ALTERNATIVES: The following alternatives are available:

1. Modify the conditions of approval for the project.
2. Recommend a modification of the zone district boundaries or recommend placement of the property within a different zone district.
3. Continue the public hearing to request additional information.
4. Deny the project. The Commission would need to make specific findings that the project is inconsistent with the General Plan, zoning, or surrounding land uses.

CONCLUSION: Based on the information supplied by the applicant, data available to Planning Staff, and the recommended development conditions, staff is of the opinion that the project is consistent with the General Plan policies and zoning standards for the area.



RICHARD W. SIMON, AICP
Director of Resource Management

Staff Author: Lio Salazar, Senior Planner

LS/jcp/District 5

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Copy To: State of California, Department of Fish and Wildlife
John Carr, P.O. Box 740, Palo Cedro, CA 96073
Whitson Engineering, 1035 Eureka Way, Redding, CA 96001
Project File

Attach:

1. Vicinity Map
2. General Plan Map
3. Zone District Map - Existing
4. Zone District Map - Proposed (Exhibit "A")
5. Tentative Map - Exhibit "A"
6. Draft Zoning Ordinance
7. Draft Resolution Recommending BOS Approval of the Zone Amendment
8. Draft Resolution and Conditions for Approval of the Parcel Map
9. Initial Study and Mitigated Negative Declaration
10. DFW Comment Letter
11. Revised Mitigation Measures

RESOLUTION NO. 2018-006

**A RESOLUTION OF THE SHASTA COUNTY PLANNING COMMISSION
RECOMMENDING TO THE SHASTA COUNTY BOARD OF SUPERVISORS
APPROVAL OF ZONE AMENDMENT 16-003 (ROACH-CARR)**

WHEREAS, the Planning Commission of the County of Shasta has considered an amendment to the Zoning Plan initiated by the Roach-Carr Trust of 2014, in accordance with the Shasta County Code, Title 17, Zoning; and

WHEREAS, said amendment was referred to various affected public and private agencies, County departments, and referral agencies for review and comment; and

WHEREAS, the Shasta County Environmental Review Officer has reviewed the amendment and recommends a specific environmental finding; and

WHEREAS, a public hearing was held on, April 12, 2018 and continued to May 10, 2018; 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 make the following environmental findings:
 - A. An Initial Study has been conducted by the Shasta County Department of Resource Management, Planning Division, to evaluate the potential for significant adverse environmental effects and there is no substantial evidence in light of the whole record before the agency that the project, which includes Zone Amendment 16-003 and Parcel Map 16-004, as revised to incorporate specific mitigation measures may have a significant adverse impact on the environment.
 - B. A Mitigated Negative Declaration has been prepared and circulated to the State Clearinghouse (SCH#2018032005) pursuant to the California Environmental Quality Act (CEQA). The environmental documentation as considered for this project reflects the independent judgment of the approving authority.
 - C. In accordance with Section 15074.1 of the California Code of Regulations, Mitigation Measures IV.e.2), IV.e.4), and IV.a.b.c.1) as contained in the Initial Study / Mitigated Negative Declaration have been replaced with new measures based on comments from the State of California Department of Fish and Wildlife regarding the potential impacts of the project and effectiveness of the mitigation measures circulated for public review. The new measures are more effective in mitigating potentially significant effects on wildlife, plants, and wetland habitat, and the measures, in themselves, will not cause any potentially significant effects. The new measures have been incorporated in the recommended conditions of approval and no recirculation of the Mitigated Negative Declaration is required.
 - D. Mitigation monitoring provisions have been considered by the approving authority pursuant to County Mitigation Monitoring and Reporting Procedures. Feasible mitigation measures have been identified in the Initial Study / Mitigated Negative

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Declaration and Mitigation Monitoring and Reporting Program, and incorporated in the Development Standards and Conditions of Approval for the project. The Mitigation Monitoring and Reporting Program represents the program designed to ensure environmental compliance during project implementation. This program, as required by Public Resources Code Section 21081.6, is based on those documents and materials referred to in the Mitigated Negative Declaration, and incorporated therein by reference, which are maintained at the County Planning Division's office located at 1855 Placer Street, Suite 103, Redding, California.

2. Recommends that the Shasta County Board of Supervisors adopt the CEQA determination of a Mitigated Negative Declaration.
3. Recommends that the Shasta County Board of Supervisors makes the following findings:
 - A. That the proposed zoning allows for uses consistent with the General Plan for this area; and
 - B. The zoning is compatible with the existing land uses in the area.
4. 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 16-003, to rezone Assessor's Parcel No.060-730-011 from the Unclassified (U) zone district to the Limited Residential combined with the 10-Acre Minimum Lot Area (R-L-BA-10) zone district.

DULY PASSED this 10th day of May 2018, by the following vote:

AYES: MACLEAN, CHAPIN, KERNS, RAMSEY, WALLNER

NOES:

ABSENT:

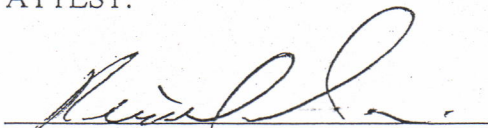
ABSTAIN:

RECUSE:



TIM MACLEAN, Chairman
Planning Commission
County of Shasta, State of California

ATTEST:



RICHARD W. SIMON, Secretary
Planning Commission
County of Shasta, State of California

STATEMENT OF CONDITIONS

PROJECT IDENTIFICATION:
ZONE AMENDMENT 16-003

1. The applicant shall pay the Shasta County Clerk (payable to the Shasta County Department of Resource Management) a documentary handling fee for posting a Notice of Determination or Notice of Exemption for this project pursuant to the California Environmental Quality Act (CEQA), section 15075. The applicant shall also pay the appropriate fees pursuant to Fish and Game Section 711.4 (AB 3158). Said fees shall be paid within five (5) days following the end of any final appeal period, or in the event of a timely appeal within five (5) days following any final decision on the appeal, before the project approval will be considered final. Failure to pay the required fees will render this contingent project approval null and void. The fees are collected at the Shasta County Department of Resource Management Permit Counter located at 1855 Placer Street, Suite 103, Redding, CA.

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SHASTA COUNTY PLANNING COMMISSION MEETING

MINUTES

Meeting

Date: May 10, 2018
Time: 2:00 p.m.
Place: Shasta County Administration Center
Board of Supervisors' Chambers

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ROLL CALL

Commissioners

Present:	Tim MacLean	District 2
	Jim Chapin	District 1
	Steven Kerns	District 3
	Roy Ramsey	District 4
	Patrick Wallner	District 5

Staff Present:

Richard W. Simon, Director of Resource Management
James Ross, Assistant County Counsel
Kim Hunter, Planning Division Manager
Lio Salazar, Senior Planner
David Schlegel, Associate Planner
Ken Henderson, Environmental Health Division
Jimmy Zanolli, Shasta County Fire Marshal
Eric Wedemeyer, Public Works/Subdivision Engineer
Jessica Cunningham-Pappas, Staff Services Analyst II/Recording Secretary

Note: All unanimous actions reflect a 5-0 vote.

PUBLIC COMMENT PERIOD - OPEN TIME:

Speaker's Name

Comments/Concerns/Questions

Brad Seiser

Mr. Seiser spoke in opposition to the proposed rezoning amendment for the Tierra Robles subdivision. He stated the subdivision was inconsistent and incompatible with existing zoning and parcel sizes. Mr. Seiser expressed concerns about water demands, wastewater disposal and traffic.

Richard Bersbach

Mr. Bersbach discussed similar concerns regarding the proposed Tierra Robles subdivision project. He expressed concerns about traffic control given mitigation measures currently proposed.

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Chairman MacLean called for any other speakers. There being none, the public comment open time was closed.

R1: APPROVAL OF MINUTES:

By motion made, seconded (Wallner/Ramsey) and carried unanimously, the Planning Commission approved the Minutes of April 12, 2018, as submitted.

CONFLICT OF INTEREST DECLARATIONS: None.

PUBLIC HEARINGS:

Ex-parte Communications Disclosures: None.

R2: Variance 18-0001 (Mall): The applicant has requested approval of a variance to construct a 21-foot-wide by 27-foot-long and approximately 9-foot tall metal car shade/trellis. Applicant: Jeffrey E. Mall; Assessor's Parcel Number(s): 204-530-007-000; Project Location: South Central Region west of Redding and south of State Route 299, on a 3.81-acre parcel approximately 0.4 miles north of Lower Springs Road (10080 Tilton Mine Road); Supervisor District: 2; Recommended Environmental Determination: Categorically Exempt; Planner: Luis Topete, Associate Planner. 4/5 Vote.

Senior Planner Lio Salazar presented the staff report. Planning Manager Kim Hunter noted planning staff recommended the project be continued to June 14, 2018 to address the fire exception in the resolution and to re-notice the public hearing.

Chairman MacLean opened the public hearing. There being no speakers, the public hearing was closed.

By motion made, seconded (Chapin/Kerns) and carried unanimously, the Planning Commission continued Variance 18-0001 to the June 14, 2018 Planning Commission meeting.

Ex-parte Communications Disclosures: None.

R3 Zone Amendment 16-003 and Parcel Map 16-004 (Roach-Carr): The applicant has requested a rezoning from the Unclassified (U) zone district to the Limited Residential (R-L) and Limited Residential combined with the 10-Acre Minimum Lot Area (R-L-BA-10) zone district and a parcel map for a two-parcel residential land division. Applicant: John Carr and Mary Roach; Assessor's Parcel Number(s): 060-730-011-000; Project Location: Millville area on a 28.92-acre parcel situated on the north side of Oak Run Road, at the Rim Rock Lane/Oak Run Road intersection which is approximately 3.4 miles north of the intersection of Oak Run Road and Old 44 Drive; Supervisor District: 5; Recommended Environmental Determination: Mitigated Negative Declaration; Planner: Lio Salazar, Senior Planner. Simple Majority Vote.

Senior Planner Lio Salazar presented the staff report. Mr. Salazar noted the project was originally proposed to create four parcels; however, due to limited sewage disposal areas meeting land division requirements, the project had been revised to a two parcel proposal. He noted a comment letter received from the California Department of Fish and Wildlife (DFW) and recommended revisions to mitigation measure IV.e.2 and IV.e.4 to address these concerns as well as a revision to IV.a.b.c.1 in

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response to increasing wetland buffer distances.

Mr. Salazar referred to the memorandum the Planning Commission received with the Department of Public Works recommendation that condition #31 be deleted from the parcel map's conditions of approval.

Chairman MacLean opened the public hearing. Property owner John Carr offered to answer any questions. Chairman MacLean asked if the owner was satisfied with the proposed conditions. Mr. Carr stated he was.

Chairman MacLean called for any other speakers. There being none, the public hearing was closed.

By motion made, seconded (Kerns/Chapin) and carried unanimously, the Planning Commission adopted a resolution recommending that the Shasta County Board of Supervisors: 1) adopt a California Environmental Quality Act (CEQA) determination of a Mitigated Negative Declaration; and 2) approve Zone Amendment 16-003 based on the recommended findings and subject to the conditions listed in the attached resolution; and adopted a resolution to: 1) adopt a CEQA determination of a Mitigated Negative Declaration; 2) adopt the recommended findings; and 3) approved Parcel Map 16-004 subject to the conditions listed in the resolution, as amended.

Ex-parte Communications Disclosures: None.

R4: **Use Permit 18-0001 (Elenes):** The applicant has requested an exception to zoning regulations that require a zone wall be constructed on or immediately adjacent to the line that divides a commercial use from adjacent residential properties. Applicant: Pedro and Julieta Elenes Living Trust; Assessor's Parcel Number(s): 018-530-035-000; Project Location: McArthur area on a 3.32-acre parcel on the west side of State Highway 299 East, approximately 0.3 miles north of the intersection of State Highway 299 East and Sierra Center Drive (43700 State Highway 299 East); Supervisor District: 3; Recommended Environmental Determination: General Rule Exemption/Categorical Exemption; Planner: Lio Salazar, Senior Planner. Simple Majority Vote.

Senior Planner Lio Salazar presented the staff report.

Commissioner Chapin asked if the zone wall referenced in the staff report was currently in place and if the back portion of the parcel was available for commercial development. Mr. Salazar responded affirmatively to both questions, noting that approval would allow the zone wall to remain at its present location and would release the deferral agreement that was entered into by the Department.

Chairman MacLean opened the public hearing. Scott Wright from Rubicon Design Group, representing the applicant, offered to answer questions.

Chairman MacLean called for any other speakers. There being none, the public hearing was closed.

By motion made, seconded (Chapin/Kerns) and carried unanimously, the Planning Commission adopted a resolution to: 1) find the project Categorical Exempt from the California Environmental Quality Act (CEQA) under Categorical Exemption Class 5, CEQA Guidelines Section 15305 and exempt based on the general rule that CEQA applies only to projects which have the potential for causing a significant effect on the environment, CEQA Guidelines Section 15060; 2) adopted the

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Use Permit findings; and 3) approved Use Permit 18-0001, subject to the conditions listed in the resolution.

Ex-parte Communications Disclosures: None.

- R5:** - **Zone Amendment 17-001 (County of Shasta-Department of Public Works):** The applicant has requested an amendment to the zone district for the parcel from the Public Facility (PF) district to the Timberland (TL) district to complete a sale of the property to a private land owner. The site is the former location of the Shingletown Airport. Applicant: County of Shasta, Department of Public Works; Assessor's Parcel Number(s): 095-050-012-000; Project Location: Shingletown on a 6.5-acre parcel with limited road access from One Hundred A3 Road, approximately 0.96 miles from where One Hundred A3 Road intersects with One Hundred A Road; Supervisor District: 3; Recommended Environmental Determination: General Rule Exemption; Planner: David Schlegel, Associate Planner. Simple Majority Vote.

Associate Planner David Schlegel presented the staff report.

Chairman MacLean opened the public hearing. There being no speakers, the public hearing was closed.

By motion made, seconded (Ramsey/Wallner) and carried unanimously, the Planning Commission adopted a resolution recommending that the Shasta County Board of Supervisors: 1) find Zone Amendment 17-001 exempt from the California Environmental Quality Act (CEQA) in conformance with Section 15061(b); and 2) approve Zone Amendment 17-001 based on the recommended findings in the attached resolution.

- R6:** **Planning Commission Workshop: GPA18-001 and Z17-003 Housing Element General Plan and Zoning Plan Text Amendments:** Director Richard Simon provided a staff presentation summarizing proposed revisions to the Shasta County General Plan and Zoning Plan made necessary by State housing law, the Shasta County Housing Element and zoning clarifications. Mr. Simon noted proposed changes are posted on the Planning Division's website.

General Plan Proposed Amendments: Mr. Simon discussed the County's Regional Housing Needs Assessment (RHNA), adequate default density and proposed changes to dwelling units per gross-acre. Chairman MacLean clarified the definition of units per acre and requested the word maximum be reinstated for densities in residential designations (Pg. 3 of 47). Commissioners Wallner and Kerns asked for clarification on default density and how it was determined by the State. Mr. Simon responded.

Mr. Simon discussed proposed additions to Section 7 Objectives, Mixed Use designations in Table CO-8, and policy additions to CO-x, CO-y and CO-z.

Title 17 Zoning Plan Proposed Changes: Mr. Simon highlighted proposed additions required by the State that addressed emergency shelters and supportive and transitional housing. He noted the proposed addition of Emergency Shelters and their allowance by right in the Commercial-Light Industrial (CM) zones. Mr. Simon defined 'allowed by right' language and the type of uses allowed for by zoning permit, administrative permit, and/or use permits. Mr. Simon noted the County must have at least one zone that can accommodate emergency shelters, as allowed by right, without

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requiring a land use entitlement process.

Mr. Simon reviewed the addition of definitions of the Regional Housing Need Assessment (RHNA) and supportive housing and transitional housing, which would be allowed by right in all zones that allow a residence by right, subject to the same standards as a one-family residence. Mr. Simon discussed zoning district changes and reducing the minimum parcel size in R1 and R2 zones. Chairman MacLean asked whether the proposed new interior parcel size took into account roads. Mr. Simon responded. Mr. Simon discussed proposed changes to various zones, including: permitted uses, site development standards, mobile home park conversions, density bonus and special uses.

Mr. Simon addressed additional proposed revisions to the zoning code, including: Planned Development and Mandatory project features. Discussion centered on options for more flexibility in Mandatory project features in Planned Development Districts. Mr. Simon discussed proposals for amending procedures to Use Permits and definitions of Use permits – minor modification. He addressed amendments to an approved use permit and its referral to an approving agency. He discussed Administration and Enforcement, including: zoning plan interpretation, land use verification, the appeal process and reasonable accommodation.

Chairman MacLean asked about the fees involved with applicants wanting to understand land use for their property. Mr. Simon responded. Mr. Simon discussed the process of preparing a draft ordinance, Planning Commission review, and recommendation to the Board of Supervisors.

Speaker's Name

Comments/Concerns/Questions

Vickie Wolf

Ms. Wolf asked for clarification on features and amenities described on page 37 under "Mandatory project features". Mr. Simon clarified the distinction between features and amenities. Ms. Wolf asked for maps showing overlays of urban and suburban residential areas. Mr. Simon responded, noting he would include them in the future. Ms. Wolf asked how open space is determined within a planned development. Mr. Simon responded and addressed types of open space.

Alyson Kohl

Ms. Kohl asked for clarification of commercial light industrial as it pertained to homeless shelter services and incentives to encourage affordable housing under planned development. Mr. Simon discussed provisions of state law, the density bonus, and housing types. Ms. Kohl expressed concern about increases to aging and low income populations and Accessory Dwelling Units (ADUs) not addressing individuals without families. Mr. Simon commented that ADU's are not restricted to family members.

John Sharrah

Mr. Sharrah commended planning staff for the effort put into the proposed revisions. He noted the proposed revisions do not recognize, or accommodate for, semi-detached homes with a shared common wall on separate parcels in residential

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zones. As proposed, the semi-detached single family homes would be defined as townhomes allowed in the R3 district with conditions. Mr. Sharrah requested this type of housing be included in the R1 zone without conditions. Mr. Simon stated he would follow-up with Mr. Sharrah to ensure the definition in the proposed changes was included. Chairman MacLean suggested that one and two-family (single family dwellings under separate ownership) be included in the R1 district.

Brad Seiser

Mr. Seiser asked if there were any changes to ADUs. Mr. Simon noted the County recently adopted the Accessory Dwelling Unit Ordinance. Mr. Seiser asked how existing projects subject to CEQA were affected by new regulations. Mr. Simon stated projects were subject to the rules and regulations at the time an application was deemed complete.

Jeff Morrow

Mr. Morrow requested consistency between Shasta County and the City of Redding when submitting engineered plans; specifically, ADUs. He noted ADUs were not addressed in the summary presented. Mr. Morrow expressed concern about height, size restrictions, setback requirements and fees for ADUs. Mr. Simon invited Mr. Morrow to meet with the Chief Building Official and himself to discuss specific concerns. Mr. Simon noted the ADU Ordinance was part of the Shasta County code and zoning code and the workshop document presented was a summary of proposed changes. Mr. Simon stated current standards in size for ADUs are 50% of an existing residence or 1,200 sq. ft., whichever is smaller.

Chairman MacLean called for any other speakers. There being none, the public hearing was closed.

R7: **Planning Director's Report:** Director Richard Simon announced his retirement targeted for mid-August.

NON-HEARING ITEMS: None.

CONSENT ITEMS: None.

ADJOURNMENT: The Planning Commission adjourned at 4:46p.m.

Submitted by:

Jessica Cunningham-Pappas, Staff Services Analyst II
Recording Secretary

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ORDINANCE NO. 378-_____

AN ORDINANCE AMENDING ORDINANCE NUMBER 378, THE ZONING ORDINANCE OF THE COUNTY OF SHASTA, A PORTION OF THE ZONING PLAN (ZONE AMENEDMENT 16-003-ROACH-CARR TRUST OF 2014)

WHEREAS, on May 10, 2018, the Shasta County Planning Commission adopted a resolution recommending that the Board of Supervisors adopt a California Environmental Quality Act (CEQA) determination of a Mitigated Negative Declaration for Zone Amendment 16-003, and recommended approval of Zone Amendment 16-003; and

WHEREAS, notice of a public hearing before the Board of Supervisors to consider this matter was given in accordance with law; and

WHEREAS, the Board of Supervisors adopts a CEQA determination of a Mitigated Negative Declaration for Zone Amendment 16-003; and

WHEREAS, the Board of Supervisors held a public hearing on June 12, 2018, to consider adopting this ordinance.

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

SECTION 1. The following described real property is hereby rezoned from the Unclassified (U) zone district to the Limited Residential zone district (R-L) as to Parcel 1 of Parcel Map 16-004 and the Limited Residential zone district combined with the 10-Acre Minimum Lot Area zone district (R-L-BA-10) as to Parcel 2 of Parcel Map 16-004. Assessor's Parcel Number 060-730-011 (2017 Roll). District Map T. 32N., R.3W.-F.

Oak Run Area - Generally located on the north side of Oak Run Road and northeast of the Rim Rock Lane/Oak Run Road intersection which is approximately 3.4 miles north of the intersection of Oak Run Road and Old 44 Drive.

SECTION 2. This ordinance shall be in full force and effect from and after thirty (30) days after its passage. The clerk shall cause this ordinance to be published as required by law.

DULY PASSED this day of _____, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

RECUSE:

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

ATTEST:

LAWRENCE G. LEES
Clerk of the Board of Supervisors

By: _____
Deputy

REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS

BOARD MEETING DATE: June 12, 2018

CATEGORY: Regular - Resource Management-8.

SUBJECT:

Zone Amendment 17-001 (Department of Public Works) – Shingletown Area

DEPARTMENT: Resource Management

Supervisory District No. : 3

DEPARTMENT CONTACT: Richard W. Simon, AICP - Director of Resource Management - 225-5789

STAFF REPORT APPROVED BY: Richard W. Simon, AICP - Director of Resource Management

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

RECOMMENDATION

Take the following actions regarding Zone Amendment 17-001, Department of Public Works (Shingletown area), which would rezone a 6.5-acre parcel, approximately 0.96 miles from where One Hundred A3 Road intersects with One Hundred A Road from Public Facilities (PF) zone district to Timberland (TL) zone district: (1) Conduct a public hearing; (2) Close the public hearing; (3) Find the project to be categorically exempt from the California Environmental Quality Act (CEQA) under the CEQA Guidelines Section 15061(b)(3) as set forth in Planning Commission Resolution No. 2018-009; (4) make the rezoning findings as set forth in Planning Commission Resolution No. 2018-009; and (5) introduce, waive the reading of, and enact the ordinance to amend the Zoning Plan of the County of Shasta, identified in Zone Amendment 17-001.

SUMMARY

The project would rezone a 6.5-acre parcel in the Shingletown area to accommodate the sale of County-owned property to a private buyer.

DISCUSSION

On March 9, 2017, the Planning Commission reviewed the request for a General Plan Consistency Finding that would recognize the sale of a property as being consistent with the General Plan. The property was originally purchased by the County in 1959 to be used as a clear zone for Shingletown Airport. The airport operations ceased in 2003. The runway was removed and the airport was officially closed in 2009. The Planning Commission found the proposed sale of the property to be consistent with the General Plan.

The rezoning would facilitate the sale of the property to the adjacent private land owner. On May 10, 2018, the Planning Commission reviewed the rezoning request and recommended that the Board of Supervisors approve the Zone Amendment.

General Plan & Zoning - The property has a Timberland (T) General Plan land use designation and is in the Public Facilities (PF) zone district. The property is located in the Eastern Forest Planning Area.

- Access & Services - The parcel is undeveloped and has limited access with no road improvements that extend to the property. The nearest access would be through a driveway from the adjacent, privately-owned prospective buyer's lot extending westward towards One Hundred A3 Road. Land use patterns in the vicinity are largely timberlands and timber production with rural residential to the east.

Project Analysis – The proposed TL zone district would be consistent with, and a logical extension of, the TL zone on the adjoining property and larger area to the north. The proposed TL zone district is consistent with the existing Timber (T) General Plan land use designation. With no existing airport operations there is no need to maintain ownership of the property as it was originally intended for a clear zone to facilitate airport use.

Environmental Determination - This zone amendment is exempt from CEQA in conformance with Section 15061(b)(3) of the CEQA Guidelines which states that CEQA applies only to projects which have the potential for causing significant effect on the environment. No development is proposed as part of the rezone and any use permitted by right in the TL district would not have the potential for causing a significant effect on the environment.

- Copies of the Planning Commission resolution and minutes are attached for reference.

ALTERNATIVES

The following alternatives are available: 1) Deny the rezoning request. This would create an inconsistency since the existing Public Facilities zone is incompatible with private ownership for private uses. 2) Provide direction to modify the proposed zone district boundaries or for the placement of the property within a different zone district. 3) Continue review of the application for additional information.

OTHER AGENCY INVOLVEMENT

The Department of Public Works has proposed this zone amendment. County Counsel has approved the ordinance as to form. The County Administrative Office has reviewed this recommendation.

FINANCING

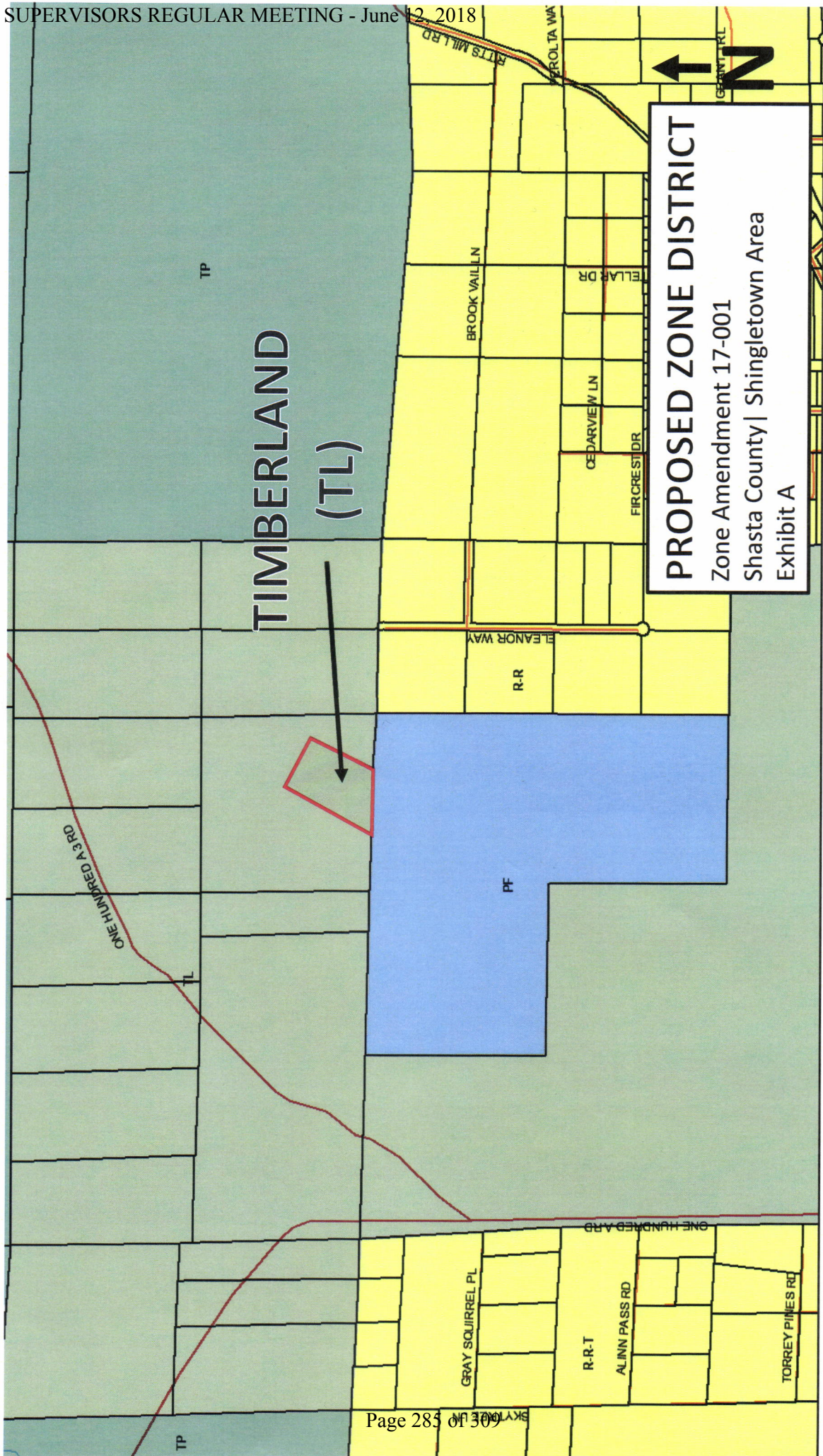
If approved, the rezone would facilitate sale of the property to the adjoining private land owner which would come before the Board of Supervisors at a later date for approval. The sale is expected to result in minor revenue to the County. Should the sale to the adjoining property owner not be approved, the rezone would facilitate other efforts to dispose of the surplus property

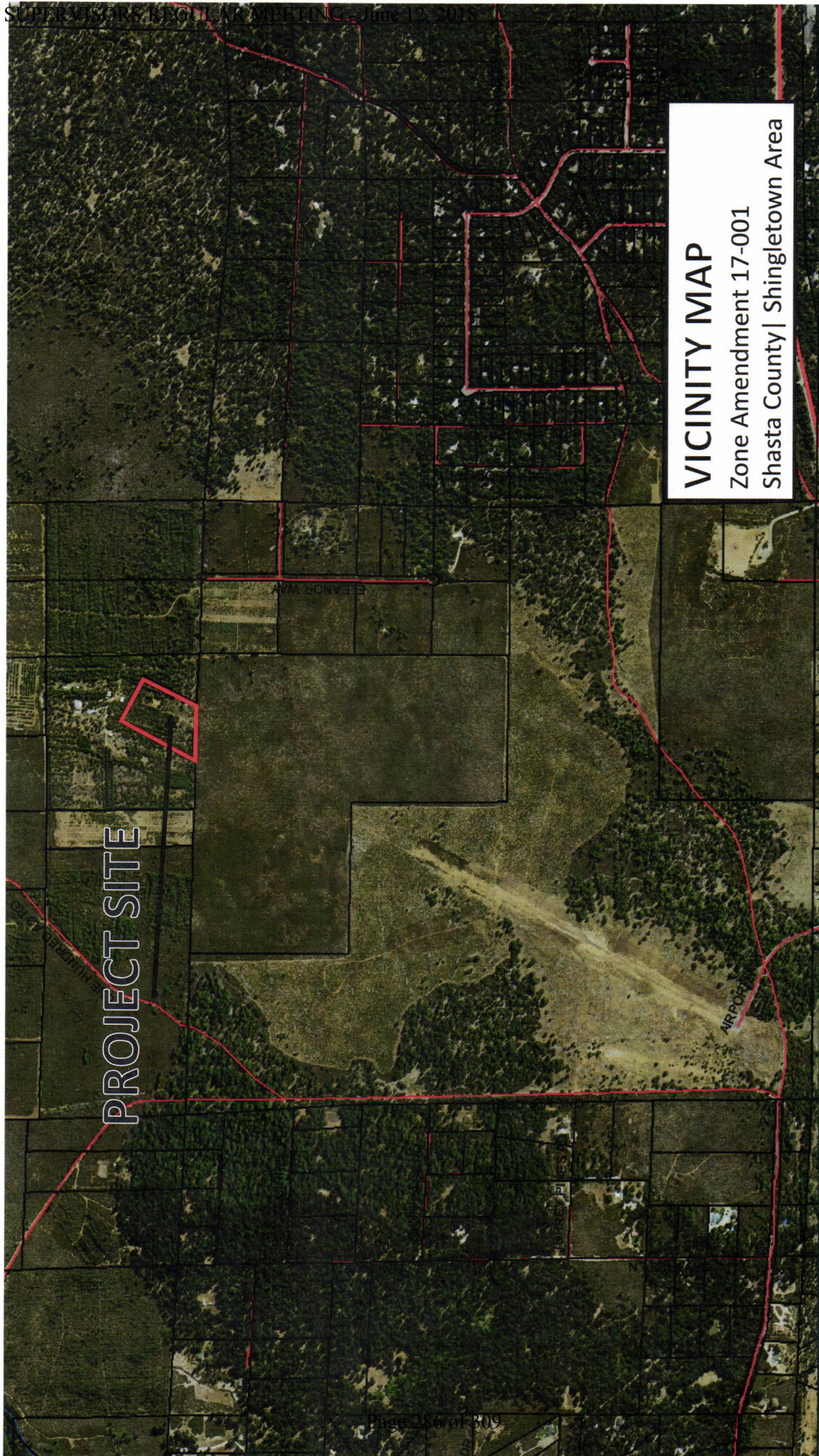
ATTACHMENTS:

Description	Upload Date	Description
Project Location Maps	6/4/2018	Project Location Maps
Planning Commission Staff Report of May 10, 2018	6/4/2018	Planning Commission Staff Report of May 10, 2018
Planning Commission Resolution 2018-009	6/4/2018	Planning Commission Resolution 2018-009
Planning Commission Draft Minutes of May 10, 2018	6/4/2018	Planning Commission Draft Minutes of May 10, 2018
		Planning Commission

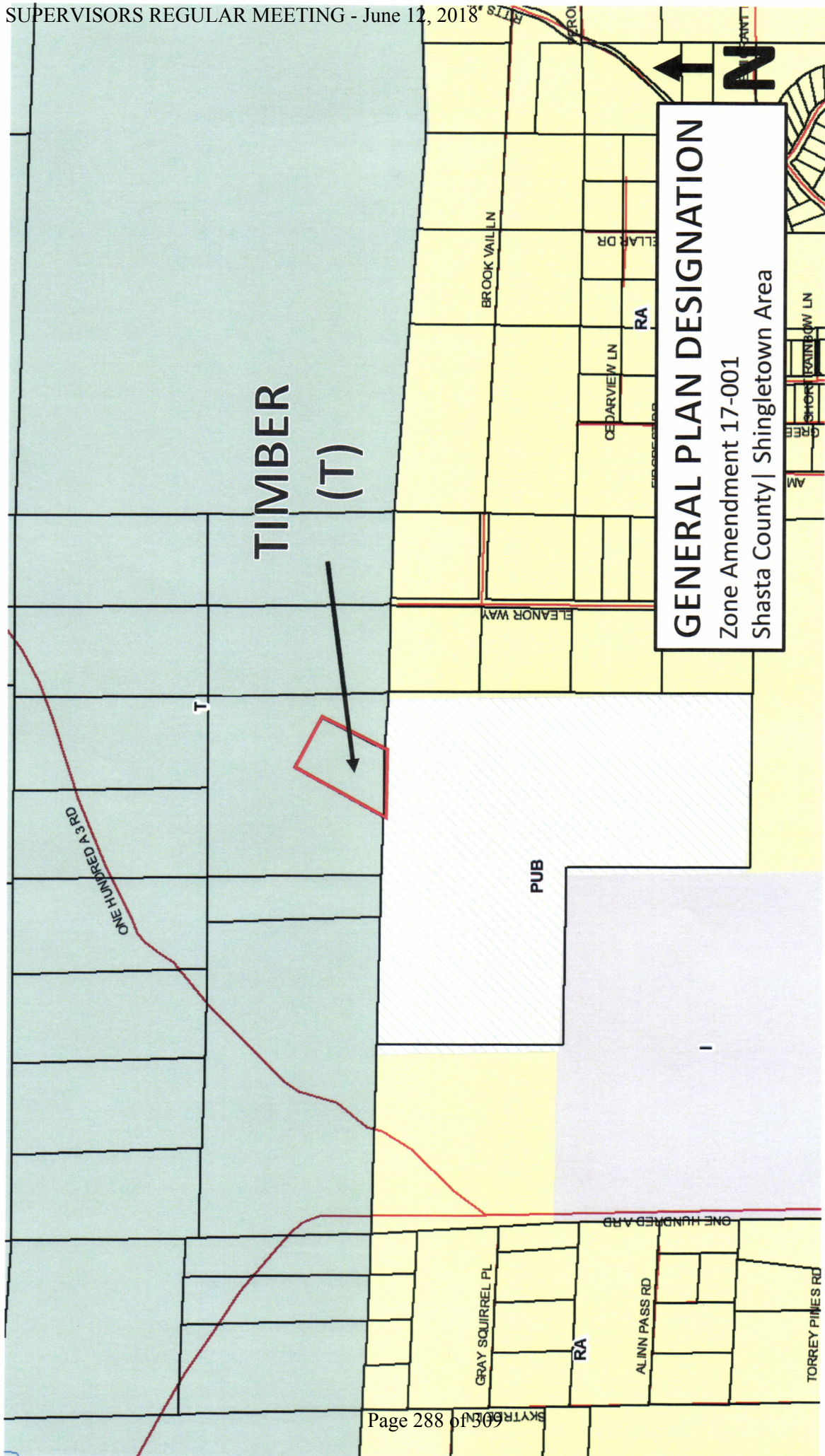
BOARD OF SUPERVISORS REGULAR MEETING - June 12, 2018

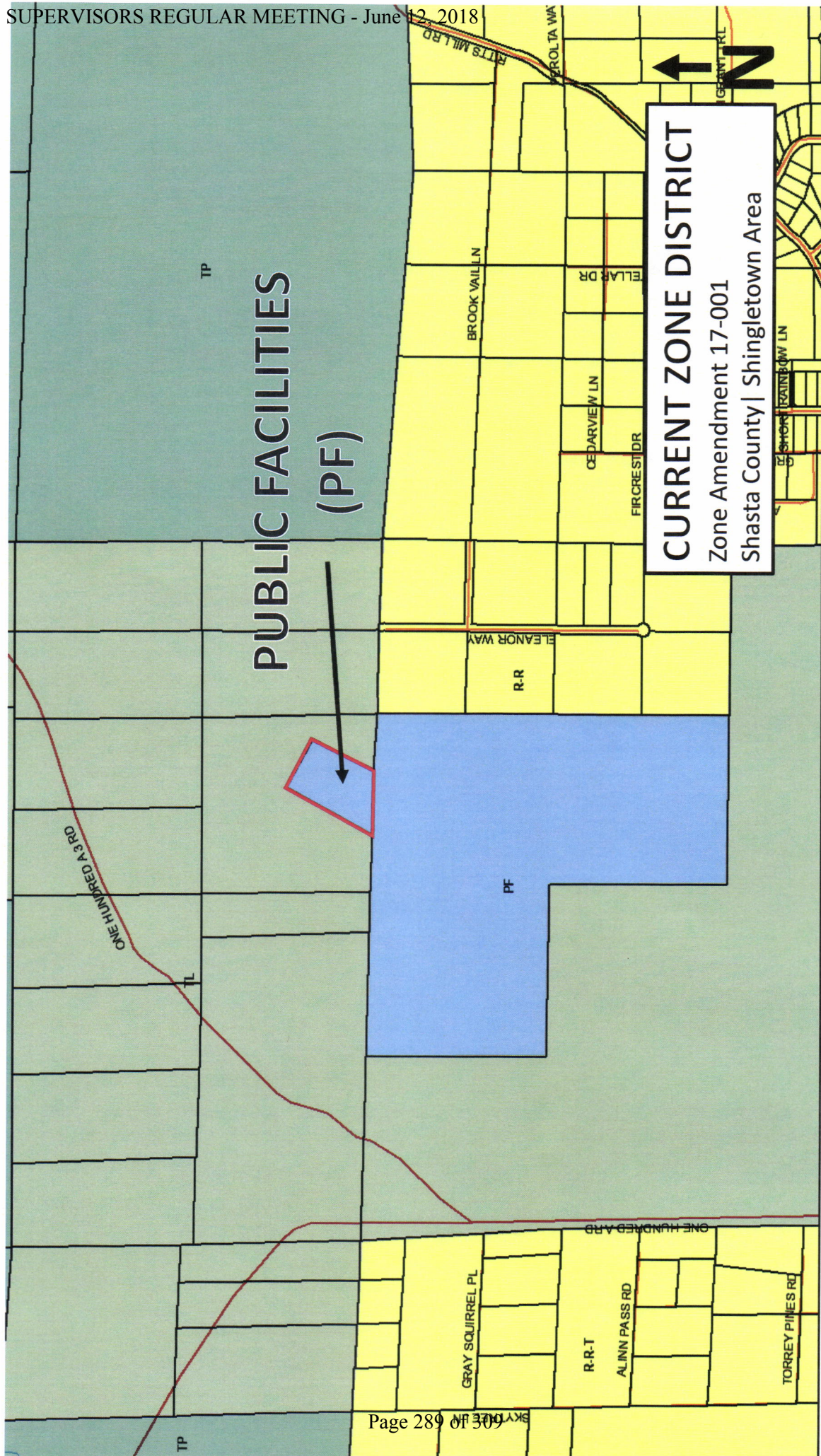
Planning Commission Staff Report of March 9, 2017 for GPC 16-001	6/4/2018	Staff Report of March 9, 2017 for GPC 16-001
Planning Commission Resolution 2017-016	6/4/2018	Planning Commission Resolution 2017-016
Planning Commission Minutes of March 9, 2017	6/4/2018	Planning Commission Minutes of March 9, 2017
Ordinance for Zone Amendment 17-001	6/6/2018	Ordinance for Zone Amendment 17-001











REPORT TO THE SHASTA COUNTY PLANNING COMMISSION

<u>PROJECT IDENTIFICATION:</u>	<u>REGULAR AGENDA</u>	<u>MEETING DATE</u>	<u>AGENDA ITEM #</u>
ZONE AMENDMENT 17-001 (COUNTY OF SHASTA – DEPARTMENT OF PUBLIC WORKS) SHINGLETOWN AREA		05/10/2018	R5

RECOMMENDATION: That the Planning Commission:

1. Conduct a public hearing; and
2. Adopt a resolution recommending that the Shasta County Board of Supervisors: 1) find Zone Amendment 17-001 exempt from the California Environmental Quality Act (CEQA) in conformance with Section 15061(b); and 2) approve Zone Amendment 17-001 based on the recommended findings in the attached resolution.

SUMMARY: The 6.5-acre project site is located in Shingletown with limited road access from One Hundred A3 Road, approximately 0.96 miles from where One Hundred A3 Road intersects with One Hundred A Road. Assessor's Parcel Number 095-050-012. The site is currently owned by Shasta County and is part of the former Shingletown Airport clear zone safety area. The proposal is to amend the zone district for the parcel from part of Public Facility (PF) to Timberland (TL) to complete a sale of the property to an adjoining private land owner. Staff Planner: David Schlegel / Supervisor District: 3 / Proposed CEQA Determination: General Rule Exemption.

BACKGROUND AND DISCUSSION: General Plan & Zoning - The property has a Timberland (T) General Plan land use designation and is in the Public Facilities (PF) zone district. The property is located in the Eastern Forest Planning Area.

Access & Services - The parcel is undeveloped and has limited access with no road improvements that extend to the property. The nearest access would be through a driveway from the adjacent, privately-owned lot extending westward towards One Hundred A3 Road. Land use patterns in the vicinity are largely timberlands and timber production with rural residential to the east.

Project Analysis - The parcel was purchased by the County in 1959 for the purpose of establishing and operating the Shingletown Airport. The property, along with a right-of-way obtained from the Bureau of Land Management to access the parcel to the south of the subject property, was held by the County to be used as a clear zone for the Airport runway. Operations for Shingletown Airport ceased in 2003 when CalTrans Aeronautics suspended the operating permit due to the fact that trees had grown and obstructed the approach zones for the airport. Shingletown Airport was officially closed with the FAA and the runway was removed in 2009. The owner of the adjacent lot (north, west and east – Assessor's Parcel Number 095-050-011) is the proposed buyer of the property.

A General Plan Consistency Finding (GPC 16-001) was made by the Planning Commission on March 9, 2017 with the findings that the proposed sale of County-owned property is consistent with the General Plan. The sale or disposal of publicly owned property which was previously held for airport operations provides opportunity for future establishment of timberland uses by the adjoining private landowner.

Environmental Determination - This zone amendment is exempt from CEQA in conformance with Section 15061(b)(3) of the CEQA Guidelines which states that CEQA applies only to projects which have the potential for causing significant effect on the environment. Any use permitted by right in the TL district would not have the potential for causing a significant effect on the environment.

Z17-001 (County of Shasta)

05/10/2018


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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 Zone Amendment.

CONCLUSION: Based on the information supplied by the applicant, data available to Planning staff, and the recommended development conditions, staff is of the opinion that the project is consistent with the General Plan policies and zoning standards for the area.



RICHARD W. SIMON, AICP
Director of Resource Management

Staff Author: David Schlegel, Associate Planner

DS/jcp/District 5

Copies: Shasta County Department of Public Works
Project File

Attach:

1. Vicinity Map
2. Vicinity Map Detail
3. General Plan Map
4. Zone District Map
5. Proposed Zone District Map (Exhibit A)
6. Draft Resolution
7. PC Resolution Number 2017-016
8. Staff Report – General Plan Consistency Finding 16-001

RESOLUTION NO. 2018-009

**A RESOLUTION OF THE SHASTA COUNTY PLANNING COMMISSION
RECOMMENDING TO THE SHASTA COUNTY BOARD OF SUPERVISORS
APPROVAL OF ZONE AMENDMENT 17-001 (COUNTY OF SHASTA)**

WHEREAS, the Planning Commission of the County of Shasta has considered an amendment to the Zoning Plan initiated by Shasta County Department of Public Works in accordance with the Shasta County Code, Title 17, Zoning; and

WHEREAS, said amendment was referred to various affected public and private agencies, County departments, and referral agencies for review and comment; and

WHEREAS, a public hearing was held on May 10, 2018; 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:

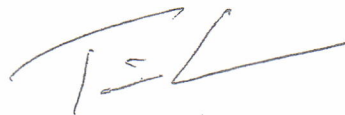
1. Recommends that the Shasta County Board of Supervisors finds the project exempt from the California Environmental Quality Act in conformance with Section 15061(b)(3) of the CEQA Guidelines;
2. Recommends that the Shasta County Board of Supervisors makes the following findings:
 - A. That the proposed zoning allows for uses consistent with the General Plan for this area; and
 - B. The zoning is compatible with the existing land uses in the area.
3. Recommends that the Shasta County Board of Supervisors introduce, waive the reading of, and adopt an amendment of the Zoning Plan of the County of Shasta, identified as Zone Amendment 17-001, to rezone Assessor's Parcel No. 095-050-012 from the Public Facilities (PF) zone district to the Timberland (TL) zone district.

DULY PASSED this tenth day of May, by the following vote:

AYES: MACLEAN, CHAPIN, KERNS, RAMSEY, WALLNER
NOES:
ABSENT:
ABSTAIN:
RECUSE:

Resolution No. 2018-009

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TIM MACLEAN, Chairman
Planning Commission
County of Shasta, State of California

ATTEST:



RICHARD W. SIMON, Secretary
Planning Commission
County of Shasta, State of California

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SHASTA COUNTY PLANNING COMMISSION MEETING

MINUTES

Meeting

Date: May 10, 2018
Time: 2:00 p.m.
Place: Shasta County Administration Center
Board of Supervisors' Chambers

Flag Salute

ROLL CALL

Commissioners

Present:	Tim MacLean	District 2
	Jim Chapin	District 1
	Steven Kerns	District 3
	Roy Ramsey	District 4
	Patrick Wallner	District 5

Staff Present:

Richard W. Simon, Director of Resource Management
James Ross, Assistant County Counsel
Kim Hunter, Planning Division Manager
Lio Salazar, Senior Planner
David Schlegel, Associate Planner
Ken Henderson, Environmental Health Division
Jimmy Zanolli, Shasta County Fire Marshal
Eric Wedemeyer, Public Works/Subdivision Engineer
Jessica Cunningham-Pappas, Staff Services Analyst II/Recording Secretary

Note: All unanimous actions reflect a 5-0 vote.

PUBLIC COMMENT PERIOD - OPEN TIME:

Speaker's Name

Comments/Concerns/Questions

Brad Seiser

Mr. Seiser spoke in opposition to the proposed rezoning amendment for the Tierra Robles subdivision. He stated the subdivision was inconsistent and incompatible with existing zoning and parcel sizes. Mr. Seiser expressed concerns about water demands, wastewater disposal and traffic.

Richard Bersbach

Mr. Bersbach discussed similar concerns regarding the proposed Tierra Robles subdivision project. He expressed concerns about traffic control given mitigation measures currently proposed.

PLANNING COMMISSION MEETING MINUTES

May 10, 2018

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Chairman MacLean called for any other speakers. There being none, the public comment open time was closed.

R1: APPROVAL OF MINUTES:

By motion made, seconded (Wallner/Ramsey) and carried unanimously, the Planning Commission approved the Minutes of April 12, 2018, as submitted.

CONFLICT OF INTEREST DECLARATIONS: None.

PUBLIC HEARINGS:

Ex-parte Communications Disclosures: None.

R2: Variance 18-0001 (Mall): The applicant has requested approval of a variance to construct a 21-foot-wide by 27-foot-long and approximately 9-foot tall metal car shade/trellis. Applicant: Jeffrey E. Mall; Assessor's Parcel Number(s): 204-530-007-000; Project Location: South Central Region west of Redding and south of State Route 299, on a 3.81-acre parcel approximately 0.4 miles north of Lower Springs Road (10080 Tilton Mine Road); Supervisor District: 2; Recommended Environmental Determination: Categorically Exempt; Planner: Luis Topete, Associate Planner. 4/5 Vote.

Senior Planner Lio Salazar presented the staff report. Planning Manager Kim Hunter noted planning staff recommended the project be continued to June 14, 2018 to address the fire exception in the resolution and to re-notice the public hearing.

Chairman MacLean opened the public hearing. There being no speakers, the public hearing was closed.

By motion made, seconded (Chapin/Kerns) and carried unanimously, the Planning Commission continued Variance 18-0001 to the June 14, 2018 Planning Commission meeting.

Ex-parte Communications Disclosures: None.

R3 Zone Amendment 16-003 and Parcel Map 16-004 (Roach-Carr): The applicant has requested a rezoning from the Unclassified (U) zone district to the Limited Residential (R-L) and Limited Residential combined with the 10-Acre Minimum Lot Area (R-L-BA-10) zone district and a parcel map for a two-parcel residential land division. Applicant: John Carr and Mary Roach; Assessor's Parcel Number(s): 060-730-011-000; Project Location: Millville area on a 28.92-acre parcel situated on the north side of Oak Run Road, at the Rim Rock Lane/Oak Run Road intersection which is approximately 3.4 miles north of the intersection of Oak Run Road and Old 44 Drive; Supervisor District: 5; Recommended Environmental Determination: Mitigated Negative Declaration; Planner: Lio Salazar, Senior Planner. Simple Majority Vote.

Senior Planner Lio Salazar presented the staff report. Mr. Salazar noted the project was originally proposed to create four parcels; however, due to limited sewage disposal areas meeting land division requirements, the project had been revised to a two parcel proposal. He noted a comment letter received from the California Department of Fish and Wildlife (DFW) and recommended revisions to mitigation measure IV.e.2 and IV.e.4 to address these concerns as well as a revision to IV.a.b.c.1 in

PLANNING COMMISSION MEETING MINUTES

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response to increasing wetland buffer distances.

Mr. Salazar referred to the memorandum the Planning Commission received with the Department of Public Works recommendation that condition #31 be deleted from the parcel map's conditions of approval.

Chairman MacLean opened the public hearing. Property owner John Carr offered to answer any questions. Chairman MacLean asked if the owner was satisfied with the proposed conditions. Mr. Carr stated he was.

Chairman MacLean called for any other speakers. There being none, the public hearing was closed.

By motion made, seconded (Kerns/Chapin) and carried unanimously, the Planning Commission adopted a resolution recommending that the Shasta County Board of Supervisors: 1) adopt a California Environmental Quality Act (CEQA) determination of a Mitigated Negative Declaration; and 2) approve Zone Amendment 16-003 based on the recommended findings and subject to the conditions listed in the attached resolution; and adopted a resolution to: 1) adopt a CEQA determination of a Mitigated Negative Declaration; 2) adopt the recommended findings; and 3) approved Parcel Map 16-004 subject to the conditions listed in the resolution, as amended.

Ex-parte Communications Disclosures: None.

R4: **Use Permit 18-0001 (Elenes):** The applicant has requested an exception to zoning regulations that require a zone wall be constructed on or immediately adjacent to the line that divides a commercial use from adjacent residential properties. Applicant: Pedro and Julieta Elenes Living Trust; Assessor's Parcel Number(s): 018-530-035-000; Project Location: McArthur area on a 3.32-acre parcel on the west side of State Highway 299 East, approximately 0.3 miles north of the intersection of State Highway 299 East and Sierra Center Drive (43700 State Highway 299 East); Supervisor District: 3; Recommended Environmental Determination: General Rule Exemption/Categorical Exemption; Planner: Lio Salazar, Senior Planner. Simple Majority Vote.

Senior Planner Lio Salazar presented the staff report.

Commissioner Chapin asked if the zone wall referenced in the staff report was currently in place and if the back portion of the parcel was available for commercial development. Mr. Salazar responded affirmatively to both questions, noting that approval would allow the zone wall to remain at its present location and would release the deferral agreement that was entered into by the Department.

Chairman MacLean opened the public hearing. Scott Wright from Rubicon Design Group, representing the applicant, offered to answer questions.

Chairman MacLean called for any other speakers. There being none, the public hearing was closed.

By motion made, seconded (Chapin/Kerns) and carried unanimously, the Planning Commission adopted a resolution to: 1) find the project Categorical Exempt from the California Environmental Quality Act (CEQA) under Categorical Exemption Class 5, CEQA Guidelines Section 15305 and exempt based on the general rule that CEQA applies only to projects which have the potential for causing a significant effect on the environment, CEQA Guidelines Section 15060; 2) adopted the

PLANNING COMMISSION MEETING MINUTES

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Use Permit findings; and 3) approved Use Permit 18-0001, subject to the conditions listed in the resolution.

Ex-parte Communications Disclosures: None.

- R5:** - **Zone Amendment 17-001 (County of Shasta-Department of Public Works):** The applicant has requested an amendment to the zone district for the parcel from the Public Facility (PF) district to the Timberland (TL) district to complete a sale of the property to a private land owner. The site is the former location of the Shingletown Airport. Applicant: County of Shasta, Department of Public Works; Assessor's Parcel Number(s): 095-050-012-000; Project Location: Shingletown on a 6.5-acre parcel with limited road access from One Hundred A3 Road, approximately 0.96 miles from where One Hundred A3 Road intersects with One Hundred A Road; Supervisor District: 3; Recommended Environmental Determination: General Rule Exemption; Planner: David Schlegel, Associate Planner. Simple Majority Vote.

Associate Planner David Schlegel presented the staff report.

Chairman MacLean opened the public hearing. There being no speakers, the public hearing was closed.

By motion made, seconded (Ramsey/Wallner) and carried unanimously, the Planning Commission adopted a resolution recommending that the Shasta County Board of Supervisors: 1) find Zone Amendment 17-001 exempt from the California Environmental Quality Act (CEQA) in conformance with Section 15061(b); and 2) approve Zone Amendment 17-001 based on the recommended findings in the attached resolution.

- R6:** **Planning Commission Workshop: GPA18-001 and Z17-003 Housing Element General Plan and Zoning Plan Text Amendments:** Director Richard Simon provided a staff presentation summarizing proposed revisions to the Shasta County General Plan and Zoning Plan made necessary by State housing law, the Shasta County Housing Element and zoning clarifications. Mr. Simon noted proposed changes are posted on the Planning Division's website.

General Plan Proposed Amendments: Mr. Simon discussed the County's Regional Housing Needs Assessment (RHNA), adequate default density and proposed changes to dwelling units per gross-acre. Chairman MacLean clarified the definition of units per acre and requested the word maximum be reinstated for densities in residential designations (Pg. 3 of 47). Commissioners Wallner and Kerns asked for clarification on default density and how it was determined by the State. Mr. Simon responded.

Mr. Simon discussed proposed additions to Section 7 Objectives, Mixed Use designations in Table CO-8, and policy additions to CO-x, CO-y and CO-z.

Title 17 Zoning Plan Proposed Changes: Mr. Simon highlighted proposed additions required by the State that addressed emergency shelters and supportive and transitional housing. He noted the proposed addition of Emergency Shelters and their allowance by right in the Commercial-Light Industrial (CM) zones. Mr. Simon defined 'allowed by right' language and the type of uses allowed for by zoning permit, administrative permit, and/or use permits. Mr. Simon noted the County must have at least one zone that can accommodate emergency shelters, as allowed by right, without

PLANNING COMMISSION MEETING MINUTES

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requiring a land use entitlement process.

Mr. Simon reviewed the addition of definitions of the Regional Housing Need Assessment (RHNA) and supportive housing and transitional housing, which would be allowed by right in all zones that allow a residence by right, subject to the same standards as a one-family residence. Mr. Simon discussed zoning district changes and reducing the minimum parcel size in R1 and R2 zones. Chairman MacLean asked whether the proposed new interior parcel size took into account roads. Mr. Simon responded. Mr. Simon discussed proposed changes to various zones, including: permitted uses, site development standards, mobile home park conversions, density bonus and special uses.

Mr. Simon addressed additional proposed revisions to the zoning code, including: Planned Development and Mandatory project features. Discussion centered on options for more flexibility in Mandatory project features in Planned Development Districts. Mr. Simon discussed proposals for amending procedures to Use Permits and definitions of Use permits – minor modification. He addressed amendments to an approved use permit and its referral to an approving agency. He discussed Administration and Enforcement, including: zoning plan interpretation, land use verification, the appeal process and reasonable accommodation.

Chairman MacLean asked about the fees involved with applicants wanting to understand land use for their property. Mr. Simon responded. Mr. Simon discussed the process of preparing a draft ordinance, Planning Commission review, and recommendation to the Board of Supervisors.

Speaker's Name

Comments/Concerns/Questions

Vickie Wolf

Ms. Wolf asked for clarification on features and amenities described on page 37 under "Mandatory project features". Mr. Simon clarified the distinction between features and amenities. Ms. Wolf asked for maps showing overlays of urban and suburban residential areas. Mr. Simon responded, noting he would include them in the future. Ms. Wolf asked how open space is determined within a planned development. Mr. Simon responded and addressed types of open space.

Alyson Kohl

Ms. Kohl asked for clarification of commercial light industrial as it pertained to homeless shelter services and incentives to encourage affordable housing under planned development. Mr. Simon discussed provisions of state law, the density bonus, and housing types. Ms. Kohl expressed concern about increases to aging and low income populations and Accessory Dwelling Units (ADUs) not addressing individuals without families. Mr. Simon commented that ADU's are not restricted to family members.

John Sharrah

Mr. Sharrah commended planning staff for the effort put into the proposed revisions. He noted the proposed revisions do not recognize, or accommodate for, semi-detached homes with a shared common wall on separate parcels in residential

PLANNING COMMISSION MEETING MINUTES

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zones. As proposed, the semi-detached single family homes would be defined as townhomes allowed in the R3 district with conditions. Mr. Sharrah requested this type of housing be included in the R1 zone without conditions. Mr. Simon stated he would follow-up with Mr. Sharrah to ensure the definition in the proposed changes was included. Chairman MacLean suggested that one and two-family (single family dwellings under separate ownership) be included in the R1 district.

Brad Seiser

Mr. Seiser asked if there were any changes to ADUs. Mr. Simon noted the County recently adopted the Accessory Dwelling Unit Ordinance. Mr. Seiser asked how existing projects subject to CEQA were affected by new regulations. Mr. Simon stated projects were subject to the rules and regulations at the time an application was deemed complete.

Jeff Morrow

Mr. Morrow requested consistency between Shasta County and the City of Redding when submitting engineered plans; specifically, ADUs. He noted ADUs were not addressed in the summary presented. Mr. Morrow expressed concern about height, size restrictions, setback requirements and fees for ADUs. Mr. Simon invited Mr. Morrow to meet with the Chief Building Official and himself to discuss specific concerns. Mr. Simon noted the ADU Ordinance was part of the Shasta County code and zoning code and the workshop document presented was a summary of proposed changes. Mr. Simon stated current standards in size for ADUs are 50% of an existing residence or 1,200 sq. ft., whichever is smaller.

Chairman MacLean called for any other speakers. There being none, the public hearing was closed.

R7: **Planning Director's Report:** Director Richard Simon announced his retirement targeted for mid-August.

NON-HEARING ITEMS: None.

CONSENT ITEMS: None.

ADJOURNMENT: The Planning Commission adjourned at 4:46p.m.

Submitted by:

Jessica Cunningham-Pappas, Staff Services Analyst II
Recording Secretary

PLANNING COMMISSION MEETING MINUTES

May 10, 2018

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REPORT TO THE SHASTA COUNTY PLANNING COMMISSION

<u>PROJECT IDENTIFICATION:</u>	<u>REGULAR AGENDA</u>	<u>MEETING DATE</u>	<u>AGENDA ITEM #</u>
GENERAL PLAN CONSISTENCY FINDING 16-001 (COUNTY OF SHASTA – DEPARTMENT OF PUBLIC WORKS) SHINGLETOWN AREA		03/09/2017	NHI 1

RECOMMENDATION: That the Planning Commission finds that:

The sale of County-owned property as shown in Exhibit 'A' is consistent with the Shasta County General Plan based on the findings in the attached resolution.

SUMMARY: The 6.5-acre project site is located in Shingletown with limited road access from One Hundred A3 Road, approximately 0.96 miles from where One Hundred A3 Road intersects with One Hundred A Road. The proposal is for Shasta County to complete a sale of the property, as shown in Exhibit 'A,' to a private land owner.

DISCUSSION: General Plan & Zoning - The property has a Timberland (T) General Plan land use designation and is in the Public Facilities (PF) zone district. The property is located in the Eastern Forest Area.

California Government Code Section 65402 requires the Planning Commission to determine whether or not a proposed sale of County-owned property is consistent with the General Plan. The Sale or disposal of publicly owned property which was previously held for airport operations provides opportunity for future establishment of timberland uses by the adjoining private landowner. Additionally, the sale of the lot is not inconsistent with any objectives or policies in the Shasta County General Plan.

The parcel was purchased by the County on July 6th, 1959 for the purpose of establishing and operating the Shingletown Airport. The property along with a right-of-way obtained from the Bureau of Land Management to access the parcel to the south of the subject property was held by the County to be used as a clear zone for the Airport runway. Operations for Shingletown Airport ceased in 2003 when CalTrans Aeronautics suspended the operating permit due to the fact that trees had grown and obstructed the approach zones for the airport. Shingletown Airport was officially closed with the FAA and the runway was removed in 2009. The owner of the adjacent lot (north, west and east – Assessor's Parcel Number 095-050-011) is the proposed buyer of the property.

The parcel is undeveloped and has limited access with no road improvements that extend to the property. The nearest access would be through a driveway from the adjacent, privately-owned lot extending westward towards One Hundred A3 Road. Land use patterns in the vicinity are largely timberlands and timber production with rural residential to the east.

ISSUES: No issues have been raised that might suggest that the sale of the property would be inconsistent with the General Plan.

ALTERNATIVES: The following alternatives are available:

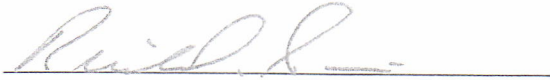
1. Find that the proposal is inconsistent with the General Plan. The Commission would need to make findings.
2. Continue the item to a future Planning Commission meeting to request additional information.

GPC 16-001 (County of Shasta)

03/09/2017

Page 2

CONCLUSION: Based on the information supplied by the applicant, data available to Planning staff, and the recommended development conditions, staff is of the opinion that the project is consistent with the General Plan policies and zoning standards for the area.



RICHARD W. SIMON, AICP

Director of Resource Management

Staff Author: David Schlegel, Associate Planner

DS/bg/District 5

Copies: Shasta County Department of Public Works
Project File

Attach:

1. Vicinity Map
2. Aerial View Map
3. General Plan Map – Exhibit A
4. Zone District Map
5. Excerpts from the Shasta County General Plan
6. Exhibit A – Property to be Sold
7. Draft Resolution

RESOLUTION NUMBER 2017-016

**A RESOLUTION OF THE SHASTA COUNTY PLANNING COMMISSION DETERMINING
THAT THE PROPOSED SALE OF COUNTY-OWNED PROPERTY IS CONSISTENT WITH
THE SHASTA COUNTY GENERAL PLAN (GPC 16-001)**

WHEREAS, Section 65402 of the Government Code requires that the sale of real property be reviewed by the Planning Agency for consistency with the General Plan; and

WHEREAS, the Shasta County Planning Commission has reviewed the General Plan elements relevant to the proposed sale of Shasta County property; and

WHEREAS, County staff, upon review of available literature and pertinent information regarding the proposed sale of Shasta County property has recommended that the project be found to be consistent with the General Plan.

NOW, THEREFORE, BE IT RESOLVED that the Shasta County Planning Commission hereby finds the proposed sale of 6.5 acres of real property as shown on Exhibit 'A' to be consistent with all applicable elements of the Shasta County General Plan.

DULY PASSED this 9th day of March 2017, by the following vote:

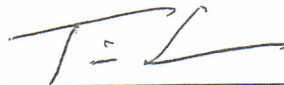
AYES: MACLEAN, CHAPIN, WALLNER

NOES:

ABSENT: RAMSEY, KERNS

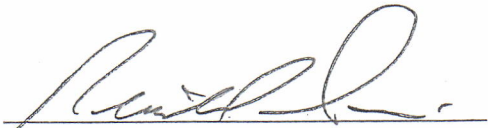
ABSTAIN:

RECUSE:



TIM MACLEAN, Vice Chairman
Planning Commission
County of Shasta, State of California

ATTEST:



RICHARD W. SIMON, Secretary
Planning Commission
County of Shasta, State of California

SHASTA COUNTY PLANNING COMMISSION MEETING

MINUTES

Meeting

Date: March 9, 2017
Time: 2:00 p.m.
Place: Shasta County Administration Center
Board of Supervisors' Chambers

Flag Salute

ROLL CALL

Commissioners

Present:	Tim MacLean	District 2
	Patrick Wallner	District 5
	Jim Chapin	District 1

Absent:	Roy Ramsey	District 4
	Steven Kerns	District 3

Staff Present: Richard W. Simon, Director of Resource Management
James Ross, Assistant County Counsel
Bill Walker, Senior Planner
Kent Hector, Senior Planner
Lio Salazar, Senior Planner
David Schlegel, Associate Planner
Jimmy Zanolli, Shasta County Fire Department Marshal
Eric Wedemeyer, Public Works/Subdivision Engineer
Buffy Gray, Agency Staff Services Analyst I, Recording Secretary

Note: All unanimous actions reflect a 3-0 vote.

Key: California Environmental Quality Act (CEQA): Mitigated Negative Declaration (MND), Negative Declaration (ND), Categorically Exempt (CE), Other Exemption from CEQA (OE); Not Subject to CEQA (N/A).

OPEN TIME: No Speaker's

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**APPROVAL OF
MINUTES:**

February 9, 2017 – Minutes

By motion made, seconded (Wallner/Chapin) and carried unanimously, the Commission approved the Minutes of February 9, 2017, as submitted.

CONFLICT OF INTEREST DECLARATIONS: None

CONSENT ITEMS: None

PUBLIC HEARINGS:

Ex-parte Communications Disclosures: None

R1: TRACT MAP 1869 – SECOND EXTENSION OF TIME (TRINITY EQUIPMENT COMPANY) continued from February 9, 2017: The project is located in the Palo Cedro area on a 77-acre property between the western end of Topland Drive and the eastern end of Gilbert Drive. The request is for approval of a 3½-year extension of time for approved Tract Map 1869. The Planning Commission approved Tract Map 1869 on July 13, 2006 for a 29-lot subdivision consisting of 1.0-acre to 4.36-acre parcels for single-family residential development, along with a 24.9-acre non-disturbance/non-building parcel. Staff Planner Kent Hector. District 3. Proposed CEQA Determination: N/A

Senior Planner Kent Hector presented the staff report and explained that the recommendation is for a 5-month extension of time.

Commissioner Chapin asked who is responsible for eminent domain, the County or contractor and whether the extension of time request is for 3 months or 5 months. Director of Resource Management Richard Simon explained the contractor is responsible for securing access. Mr. Simon explained that if the applicant cannot secure legal access, but has met all other conditions of the map, it is the obligation of the County to initiate eminent domain in order to secure enough land to secure the right-away. Mr. Simon clarified that the staff recommends a 5-month extension of time to allow the applicant time to secure the access.

Commissioner Wallner asked which road was the primary road, Deschutes or Gilbert. Director of Resource Management Richard Simon explained that Deschutes Road by way of Gilbert Road is the access that has been proposed, but not secured.

The public hearing was opened and the applicant's representative Mike Ashby spoke in favor of the project. Mr. Ashby addressed concerns of neighbors regarding the Gilbert Road access on the west side of the project. He explained that the Gilbert Road connection on the west side will be an emergency access road only and it will be gated. Mr. Ashby also asked that Assistant County Counsel confirm that the applicant can apply for another extension of time regardless of whether or not they are able to secure road access within the recommended 5-month extension of time. Assistant County Counsel James Ross confirmed that the applicant would indeed be allowed to request an additional extension of time regardless of whether or not they secured road access, and

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that the extension request would be evaluated based on the facts at that time.

Rick Wolford, Road Association president for the Palo Cedro Heights subdivision, spoke in opposition to the extension of time. Mr. Wolford stated nothing has been developed in the past 10 years and asked the Commission to deny the extension of time.

Paul Smith, a neighbor to the proposed development, spoke in opposition to the extension of time. Mr. Smith explained that he has a copy of his deed and it does not indicate any easement through his property.

There being no other speakers for or against the project the public hearing was closed.

ACTION: By motion made, seconded (Wallner/Chapin), and carried unanimously by Resolution 2017-013, the Commission found that the extension of time is not subject to the requirements of CEQA and approved a 5-month extension of time for Tract Map 1869 (to June 13, 2017) based on the findings listed in the Resolution, and subject to the findings and conditions listed in the original resolution of approval Planning Commission Resolution 2006-110.

Ex-parte Communications Disclosures: None

R2: **TRACT MAP 1913 (CANTO DE LAS LUPINE, LLC) SECOND EXTENSION OF TIME continued from February 9, 2017:** The project is located in the west Redding area on portions of four existing parcels totaling approximately 334 acres, north of Clear Creek Road and west of Honeybee Road and Texas Springs Road. The request is for approval of an extension of time for a Tract Map for a gated community of 33 residential lots ranging in size from 3.00 to 63.82 acres. This map would be the second unit of the Canto De Las Lupine subdivision. The first unit (Tract 1880) was approved in 2004, for 15 residential lots on 127 acres, and recorded May 26, 2005. Staff Planner: Bill Walker. District: 2. Proposed CEQA Determination: N/A

Senior Planner Bill Walker presented the project.

The public hearing was opened and the applicant's representative Leonard Bandell stated he is available for any questions.

There being no other speakers for or against the project the public hearing was closed.

ACTION: By motion made, seconded (Chapin/Wallner), and carried unanimously by Resolution 2017-014, the Commission found that the extension of time is not subject to the requirements of CEQA and approved a 3 ½ -year extension of time for Tract Map 1913 (to September 8, 2020) based on the findings listed in the Resolution, and subject to the findings and conditions listed in the original resolution of approval Planning Commission Resolution 2005-111.

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Ex-parte Communications Disclosures: None

R3 **PARCEL MAP 04-007 (SCHMITT) EXTENSION OF TIME:** The project is located in the Centerville area on a 54.1-acre parcel on the southeast corner of the intersection of Clear Creek Road and Little Mill Road (APN: 208-230-025). The Schmitt Family 1992 Revocable Living Trust has requested approval of an extension of time for approved Parcel Map 04-007. The tentative map was approved by the Planning Commission on February 19, 2009 for the creation of a 10.19-acre undeveloped industrial parcel and 43.96-acre undeveloped open space remainder parcel. The recommended 3-year extension of time would extend the tentative map approval to February 19, 2020. Staff Planner Lio Salazar. District 2. Proposed CEQA Determination: N/A

Senior Planner Lio Salazar presented the staff report.

The public hearing was opened and there being no speakers for or against the project the public hearing was closed.

ACTION: By motion made, seconded (Chapin/Wallner), and carried unanimously by Resolution 2017-015, the Commission found that the extension of time is not subject to the requirements of CEQA and approved a 3-year extension of time for Parcel Map 04-007 (to February 19, 2020) based on the findings listed in the Resolution, and subject to the findings and conditions listed in the original resolution of approval Planning Commission Resolution 2009-014.

NON-HEARING ITEMS

NHI 1 **GENERAL PLAN CONSISTENCY FINDING 16-001 (COUNTY OF SHASTA-DEPARTMENT OF PUBLIC WORKS):** The 6.5-acre project site is located in Shingletown with limited road access from One Hundred A3 Road, approximately 0.96 miles from where One Hundred A3 Road intersects with One Hundred A Road. The proposal is for Shasta County to complete a sale of the property, as shown in Exhibit 'A,' to a private land owner. Staff Planner David Schlegel. District 5. Proposed CEQA Determination: N/A

Associate Planner David Schlegel presented the staff report.

There were no speakers for or against the project.

ACTION: By motion made, seconded (Wallner/Chapin), and carried unanimously by Resolution 2017-016, the Commission found that the proposed sale of 6.5 acres of real property is consistent with all applicable elements of the Shasta County General Plan.

PLANNING DIRECTOR'S REPORT: None

ADJOURNMENT: The Planning Commission adjourned at 03:14 p.m.

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Submitted by:



Buffy Gray, Agency Staff Service Analyst I
Recording Secretary

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ORDINANCE NO. 378-_____

AN ORDINANCE AMENDING ORDINANCE NUMBER 378, THE ZONING ORDINANCE OF THE COUNTY OF SHASTA, A PORTION OF THE ZONING PLAN (Z17-001 COUNTY OF SHASTA)

WHEREAS, on May 10, 2018, the Shasta County Planning Commission adopted a resolution recommending that the Board of Supervisors find Zone Amendment 17-001 to be exempt from the California Environmental Quality Act (CEQA), and recommended approval of Zone Amendment 17-001; and'

WHEREAS, notice of a public hearing before the Board of Supervisors to consider this matter was given in accordance with law; and

WHEREAS, the Board of Supervisors finds that Zone Amendment 17-001 is exempt from the California Environmental Quality Act (CEQA) under CEQA Guideline 15061(b)(3) as it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment; and

WHEREAS, the Board of Supervisors held a public hearing on June 12, 2018, to consider adopting this ordinance.

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

SECTION 1. The following described real property is hereby rezoned from the Public Facilities (PF) zone district to the Timberland (TL) zone district (as shown on Exhibit A). Assessor's Parcel Number 095-050-012.

Shingletown area - Generally located approximately 0.96 miles northeast from where One Hundred A3 Road intersects One Hundred A Road. Zone District Map T. 31 N., R.1 E.-F.

SECTION 2. This ordinance shall be in full force and effect from and after thirty (30) days after its passage. The clerk shall cause this ordinance to be published as required by law.

DULY PASSED this day of _____, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

RECUSE:

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

ATTEST:

LAWRENCE G. LEES

Clerk of the Board of Supervisors

By: _____
Deputy