

<b>DOCKETED</b>	
<b>Docket Number:</b>	23-OPT-01
<b>Project Title:</b>	Fountain Wind Project
<b>TN #:</b>	253290-6
<b>Document Title:</b>	County of Shasta Wind Ordinance Administrative Record Part 6 of 8
<b>Description:</b>	N/A
<b>Filer:</b>	Dawn Forgeur
<b>Organization:</b>	County of Shasta
<b>Submitter Role:</b>	Public Agency
<b>Submission Date:</b>	11/21/2023 6:50:19 PM
<b>Docketed Date:</b>	11/22/2023

**ORDINANCE NO. SCC 2023-\_\_\_\_\_**

**AN ORDINANCE OF THE BOARD OF SUPERVISORS  
OF THE COUNTY OF SHASTA AMENDING SECTION 17.88.335,  
LARGE WIND ENERGY SYSTEMS, OF THE SHASTA COUNTY CODE  
IN LIGHT OF ASSEMBLY BILL 205**

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

**SECTION I.**

**Section 17.88.335, “Large wind energy systems,” of the Shasta County Code is amended in its entirety as follows:**

17.88.335 Large wind energy systems.

**A. Legislative Findings.**

The Board of Supervisors finds as follows:

1. California Government Code section 65850 authorizes the County of Shasta to adopt ordinances that regulate the use of buildings, structures, and land and the intensity of land uses.
2. Pursuant to Article XI, Section 7, of the California Constitution, the County of Shasta may adopt and enforce ordinances and regulations not in conflict with general laws to protect and promote the public health, safety, and general welfare of its citizens.
3. The adverse impacts of large wind energy systems, particularly with respect to wildfire, aerial firefighting, aesthetics, biological resources, and historical, cultural, and tribal resources, are of significant concern to many residents of Shasta County as evidenced by the numerous public comments received between 2019 and 2021 regarding the proposed Fountain Wind Project.
4. The vast majority of the unincorporated area of Shasta County is designated as being in the High and Very High Fire Hazard Severity Zones as recommended by the California Department of Forestry and Fire Protection. Large wind energy systems are incompatible in the High and Very High Fire Hazard Severity Zones.
5. In light of the foregoing concerns, the construction or operation of large wind energy systems will not have an overall net positive economic benefit to the County of Shasta. The foregoing concerns outweigh any potential economic benefits to the County that may be available from such large wind energy systems.

6. Regulations are needed to protect the public health, safety, and welfare of residents from the adverse impacts of large wind energy systems.
7. The Board of Supervisors enacts this section to prohibit large wind energy systems in furtherance of the public necessity, health, safety, convenience, and general welfare.

B. Definitions.

The following definition governs this section:

“Large wind energy system” means a wind energy conversion system that is not defined as a small wind energy system pursuant to subsection 17.88.035.A. of this chapter.

C. Prohibition.

Large wind energy systems are prohibited in all zone districts of the unincorporated area of the County of Shasta and no permit or approval of any type shall be issued therefor.

D. Applications for Large Wind Energy Systems Filed with the California Energy Commission.

1. In connection with applications for large wind energy systems submitted to the California Energy Commission for review and approval, pursuant to Chapter 6.2 of Division 15 of the Public Resources Code (Government Code sections 25545 *et seq*), the County of Shasta makes the following findings:
  - a. As recognized by relevant legal authorities, the California Energy Commission is to give great weight to the comments, opinions, ordinances, and standards of local governments. The concerns of counties and cities are not to be ignored or to be given secondary consideration. As representatives of the people who live in the immediate area of large wind energy systems, county and city government officers are to be listened to and respected.
  - b. In accordance with Public Resources Code sections 25525 and 25545.8, the California Energy Commission may not certify a facility contained in the application when it finds, pursuant to subdivision (d) of Public Resources Code Section 25523, that the facility does not conform with any applicable state, local, or regional standards, ordinances, or laws, unless the commission determines that the facility is required for public convenience and necessity and that there are not more prudent and feasible means of achieving public convenience and necessity. In making the determination, the commission shall consider the entire record of the proceeding, including, but not limited to, the impacts of the facility on the environment, consumer benefits, and electric system reliability. The commission may not make a finding in conflict with applicable federal law or

regulation. The basis for these findings shall be reduced to writing and submitted as part of the record pursuant to Public Resources Section 25523.

- c. The foregoing statutes reflect a legislative policy that local ordinances, laws and standards are to be given such weight as to prevent or substantially influence the construction of a proposed facility not in compliance therewith if there exists a more prudent and feasible means of achieving the public convenience and necessity than constructing the facility as proposed or on the site proposed.
  - d. Pursuant to Shasta County Code section 17.88.335(C), large wind energy systems are prohibited in all zone districts of the unincorporated area of the County of Shasta and no permit or approval of any type shall be issued therefor. There are more prudent and feasible means of achieving any possible public convenience and necessity than constructing large wind energy systems in the unincorporated area of the County of Shasta.
  - e. Pursuant to section 25545.9 of the Public Resources Code, the California Energy Commission shall not certify a site and related facility unless the commission finds that the construction or operation of the facility will have an overall net positive economic benefit to the County of Shasta. Pursuant to the findings in Shasta County Code section 17.88.335(A), large wind energy systems will not have an overall net positive economic benefit to the County of Shasta.
  - f. Pursuant to section 25545.10 of the Public Resources Code, the California Energy Commission shall not certify a site and related facility unless the commission finds that the applicant has entered into one or more legally binding and enforceable agreements with, or that benefit, a coalition of one or more community based organizations, including local governmental entities. No County officer, agency, or department is authorized to agree to any such community benefit agreement for large wind energy systems without the prior approval of the Board of Supervisors.
2. For each application for a large wind energy system within the unincorporated area of Shasta County filed with the California Energy Commission for review and approval, pursuant to Chapter 6.2 of Division 15 of the Public Resources Code (Government Code sections 25545 *et seq*), the Director of Resource Management shall perform the following duties:
    - a. In consultation with all applicable Shasta County departments, Native American tribal governments, agencies, organizations, and groups, evaluate the economic impacts of the proposal and prepare and present a comment letter regarding the economic impacts of the proposal to the Board of Supervisors for their consideration.



- b. When directed by the Board of Supervisors, submit a comment letter regarding the economic impacts of the proposal to the California Energy Commission and on such other impacts as may be directed by the Board of Supervisors.
- c. In his/her capacity as the Shasta County Environmental Review Officer, review all environmental documents prepared for the proposal by the California Energy Commission in accordance with the California Environmental Quality Act and submit written comments to the commission when warranted and appropriate.
- d. In accordance with Public Resources Code section 25519, the Director of Resource Management shall review the application and submit comments on, among other things, the design of the facility, architectural and aesthetic features of the facility, access to highways, landscaping and grading, public use of lands in the area of the facility, and other appropriate aspects of the design, construction, or operation of the proposed site and related facility. The Director of Resource Management shall also provide the California Energy Commission copies of all relevant laws, ordinances, and regulations promulgated or administered by the County of Shasta.
- e. The Director of Resource Management shall also review the application and provide comments for conformance with the requirements of Public Resources Code section 25527 and whether the proposed site will impact any of the following areas:
  - i. State, regional, county and city parks; wilderness, scenic or natural reserves; areas for wildlife protection, recreation, historic preservation; or natural preservation areas located in the County of Shasta.
  - ii. Estuaries in an essentially natural and undeveloped state located within the County of Shasta.

Pursuant to Public Resources Code section 25527, in considering applications for certification, the California Energy Commission shall give the greatest consideration to the need for protecting areas of critical environmental concern, including, but not limited to, unique and irreplaceable scientific, scenic, and educational wildlife habitats; unique historical, archaeological, and cultural sites; lands of hazardous concern; and areas under consideration by the state or the United States for wilderness, or wildlife and game reserves.

- f. In accordance with Public Resources Code section 25538, the Director of Resource Management shall request a fee from the California Energy Commission to reimburse the County of Shasta for the actual and added costs of the review by the County of Shasta and such other fees as may authorized under that statute and other applicable laws.

## **SECTION II.**

The County finds that this ordinance is not subject to the California Environmental Quality Act (CEQA) pursuant to State CEQA Guidelines section 15060(c)(2) since it can be seen with certainty that this ordinance will not result in a direct or reasonably foreseeable indirect physical change in the environment.

## **SECTION III.**

If any section, subsection, sentence, clause, phrase, or provision of this ordinance or its application to any person or circumstance is held invalid for any reason, the invalidity does not affect other provisions or applications of this ordinance that can be given effect without the invalid provision or application, and to this end the provisions of this ordinance are severable. The Board of Supervisors hereby declares that it would have passed this ordinance and every section, subsection, sentence, clause, phrase, or provision thereof irrespective of the fact that any one or more sections, subsections, sentences, clauses, phrases, or provisions be declared unconstitutional or invalid.

## **SECTION IV.**

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

## **SECTION V.**

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

**DULY PASSED AND ADOPTED** this XX day of XXXX, 2023, by the Board of Supervisors of the County of Shasta, State of California, by the following vote:

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

---

PATRICK JONES, CHAIR  
Board of Supervisors  
County of Shasta  
State of California

ATTEST:

MARY WILLIAMS  
Acting Clerk of the Board of Supervisors

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

---

**Item R6:**

Zone Amendment 23-0001

Large Wind Energy Systems



---

## Wind Energy Systems Ordinance

On May 12, 2022, the Planning Commission recommended that the Board of Supervisors enact an ordinance regulating wind energy systems, including the prohibition of large wind energy systems.

---

## Assembly Bill (AB) 205

Signed into law on June 30, 2022, AB 205 allows for developers of wind and solar energy facilities with a generating capacity of 50 MW or more to request approval from the California Energy Commission (CEC).

---

## Wind Energy Systems Ordinance

On July 12, 2022, the Board of Supervisors  
enacted an ordinance regulating wind  
energy systems, including the prohibition of  
large wind energy systems.

---

## Resolution of Intention

On August 16, 2022, the Board of Supervisors adopted a resolution of intention to consider amendments to the wind energy systems ordinance adopted the previous month in light of AB 205.



---

## Proposed Amendments

Addition of the following legislative finding.

---

In light of the foregoing concerns, the construction or operation of large wind energy systems will not have an overall net positive economic benefit to the County of Shasta. The foregoing concerns outweigh any potential economic benefits to the County that may be available from such large wind energy systems.

---

## Proposed Amendments

Addition of subsection 17.88.335.D.,  
Applications for Large Wind Energy  
Systems Filed with the CEC.

---

## Proposed Amendments

Subsection 17.88.335.D.1. contains the following findings in connection with applications for large wind energy systems submitted to the CEC.



---

In accordance with Public Resources Code sections 25525 and 25545.8, the California Energy Commission may not certify a facility contained in the application when it finds, pursuant to subdivision (d) of Public Resources Code Section 25523, that the facility does not conform with any applicable state, local, or regional standards, ordinances, or laws, unless the commission determines that the facility is required for public convenience and necessity and that there are not more prudent and feasible means of achieving public convenience and necessity. In making the determination, the commission shall consider the entire record of the proceeding, including, but not limited to, the impacts of the facility on the environment, consumer benefits, and electric system reliability. The commission may not make a finding in conflict with applicable federal law or regulation. The basis for these findings shall be reduced to writing and submitted as part of the record pursuant to Public Resources Section 25523.

---

The foregoing statutes reflect a legislative policy that local ordinances, laws and standards are to be given such weight as to prevent or substantially influence the construction of a proposed facility not in compliance therewith if there exists a more prudent and feasible means of achieving the public convenience and necessity than constructing the facility as proposed or on the site proposed.

---

Pursuant to Shasta County Code section 17.88.335(C), large wind energy systems are prohibited in all zone districts of the unincorporated area of the County of Shasta and no permit or approval of any type shall be issued therefor. There are more prudent and feasible means of achieving any possible public convenience and necessity than constructing large wind energy systems in the unincorporated area of the County of Shasta.

---

Pursuant to section 25545.9 of the Public Resources Code, the California Energy Commission shall not certify a site and related facility unless the commission finds that the construction or operation of the facility will have an overall net positive economic benefit to the County of Shasta. Pursuant to the findings in Shasta County Code section 17.88.335(A), large wind energy systems will not have an overall net positive economic benefit to the County of Shasta.



---

Pursuant to section 25545.10 of the Public Resources Code, the California Energy Commission shall not certify a site and related facility unless the commission finds that the applicant has entered into one or more legally binding and enforceable agreements with, or that benefit, a coalition of one or more community based organizations, including local governmental entities. No County officer, agency, or department is authorized to agree to any such community benefit agreement for large wind energy systems without the prior approval of the Board of Supervisors.

---

## Proposed Amendments

Subsection 17.88.335.D.2. specifies the following duties to be performed by the Director of Resource Management for each large wind energy system application submitted to the CEC.

---

In consultation with all applicable Shasta County departments, Native American tribal governments, agencies, organizations, and groups, evaluate the economic impacts of the proposal and prepare and present a comment letter regarding the economic impacts of the proposal to the Board of Supervisors for their consideration.

---

When directed by the Board of Supervisors, submit a comment letter regarding the economic impacts of the proposal to the California Energy Commission and on such other impacts as may be directed by the Board of Supervisors.

---

In his/her capacity as the Shasta County  
Environmental Review Officer, review all  
environmental documents prepared for the  
proposal by the California Energy  
Commission in accordance with the  
California Environmental Quality Act and  
submit written comments to the  
commission when warranted and  
appropriate.

---

In accordance with Public Resources Code section 25519, the Director of Resource Management shall review the application and submit comments on, among other things, the design of the facility, architectural and aesthetic features of the facility, access to highways, landscaping and grading, public use of lands in the area of the facility, and other appropriate aspects of the design, construction, or operation of the proposed site and related facility. The Director of Resource Management shall also provide the California Energy Commission copies of all relevant laws, ordinances, and regulations promulgated or administered by the County of Shasta.

---

The Director of Resource Management shall also review the application and provide comments for conformance with the requirements of Public Resources Code section 25527 and whether the proposed site will impact any of the following areas:

State, regional, county and city parks; wilderness, scenic or natural reserves; areas for wildlife protection, recreation, historic preservation; or natural preservation areas located in the County of Shasta.

Estuaries in an essentially natural and undeveloped state located within the County of Shasta.

---

In accordance with Public Resources Code section 25538, the Director of Resource Management shall request a fee from the California Energy Commission to reimburse the County of Shasta for the actual and added costs of the review by the County of Shasta and such other fees as may authorized under that statute and other applicable laws.



---

## Staff Recommendation

Open and close the public hearing and adopt a resolution recommending that the Board of Supervisors enact an ordinance to amend the Zoning Plan identified as Zone Amendment 23-0001.



# SHASTA COUNTY

## BOARD OF SUPERVISORS

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

Supervisor Kevin W. Crye, District 1  
Supervisor Tim Garman, District 2  
Supervisor Mary Rickert, District 3  
Supervisor Patrick Jones, District 4  
Supervisor Chris Kelstrom, District 5

## AGENDA

### REGULAR MEETING OF THE BOARD OF SUPERVISORS

**Tuesday, March 14, 2023, 9:00 AM**

The Board of Supervisors welcomes you to its meetings which are regularly scheduled for 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. If the meeting has not concluded by 12:00 p.m., the Board may recess for 30 minutes and reconvene at 12:30 p.m.

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 and public hearings, and any items not on the consent calendar.

**TO ADDRESS THE BOARD:** The Board of Supervisors provides the members of the public with a Public Comment-Open Time period, where the public may directly address the Board on any agenda item on the regular calendar and on the consent calendar and may also address the Board on any matter not listed on the agenda that is within the subject matter jurisdiction of the Board of Supervisors. In addition, members of the public may also comment on any item on the consent calendar before the Board's consideration of the item and may also comment on any item on the regular calendar before or during the Board's consideration of the item. Members of the public may also address matters scheduled for public hearings at the time such public hearings are opened for comment.

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 in the Board Room 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 [https://www.shastacounty.gov/sites/default/files/fileattachments/board\\_of\\_supervisors/page/2924/speaker-request-form.pdf](https://www.shastacounty.gov/sites/default/files/fileattachments/board_of_supervisors/page/2924/speaker-request-form.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 in the Board Room, please approach the rostrum, and after receiving recognition from the Chair, give your comments.

**Each speaker is allocated three minutes to speak. Comments should be limited to matters within the subject matter jurisdiction of the Board.**

Reasonable accommodations will be made for individuals with disabilities, with any doubt being resolved in favor of accessibility. If you would like to request an accommodation for accessibility, please contact the Clerk of the Board at (530) 225-5550. To better enable us to assist you, please contact us with your request at least 24 hours prior to the meeting.

The Board wishes to ensure that business is conducted in an orderly fashion and that all have an equal opportunity to observe and participate in the proceedings. Each person who addresses the Board of Supervisors shall not use loud, threatening, profane, or abusive language which disrupts, disturbs, or otherwise impedes the orderly conduct of the Board meeting. Any such language or any other disorderly conduct which disrupts, disturbs, or otherwise impedes the orderly conduct of the Board meeting is prohibited.

### **CALL TO ORDER**

Invocation: Father Cirilo Cervantes, Our Lady of Mercy Catholic Church

Pledge of Allegiance: Supervisor Kelstrom

### **REGULAR CALENDAR**

Members of the public may comment on any item on the Regular Calendar before or during the Board's consideration of the item. Members of the public may also address matters scheduled for public hearings at the time such public hearings are opened for comment. Each speaker is allocated three minutes to speak.

### **BOARD MATTERS**

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

Adopt a resolution which recognizes Agency Staff Services Analyst I - Confidential Kristin Gulling-Smith of the County Administrative Office, as Shasta County's Employee of the Month for March 2023.

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

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

Receive a presentation and provide direction to staff regarding the preparation of the Palo Cedro Town Center Specific Plan and/or other planning efforts for Palo Cedro.

**No General Fund Impact    Simple Majority Vote**

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

During the Public Comment Open Time period, the public may address the Board on any agenda item on the regular calendar and 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. Each speaker is allocated three minutes to speak.

### **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

before the Board's consideration of the Consent Calendar. Each speaker is allocated three minutes to speak.

**GENERAL GOVERNMENT**

**C 1 Auditor-Controller**

Approve the County claims list, as submitted.

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

**C 2 Clerk of the Board**

Reappoint Randy Armstrong and Dale Allen to the South Shasta Cemetery District to serve four-year terms to January 4, 2027.

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

**C 3 Clerk of the Board**

Appoint Randall W. Smith in lieu of election to the Shasta Community Services District Board of Directors to serve a four-year term to December 4, 2026.

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

**C 4 Clerk of the Board**

Take the following actions regarding the Western Shasta Resource Conservation District Board of Directors: (1) Determine that Kathy Grissom and Matt Plummer have demonstrated interests in soil and water conservation; (2) appoint Kathy Grissom to the remainder of a four-year term to November 29, 2024; and (3) appoint Matt Plummer to the remainder of a four-year term to November 27, 2026.

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

**C 5 County Counsel**

Approve an agreement with Nancy Southworth for legal services and delegate authority to County Counsel to authorize hourly rate increases not to exceed 20% over the initial rates during the term of the agreement.

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

**LAW AND JUSTICE**

**C 6 Sheriff**

Accept a donation of reimbursement from the Maurice & Marianne Johannessen Foundation for the purchase of a Concealed Carry Weapon permit printer and approve a budget amendment to recognize the donation.

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

**PUBLIC WORKS**

**C 7 Public Works**

Take the following actions: (1) Approve an agreement with Mead & Hunt to provide on-call consulting services related to the Fall River Mills Airport; and (2) find the agreement to be exempt from the California Environmental Quality Act (CEQA) pursuant to State CEQA Guidelines section 15061(b)(3) and to not be subject to CEQA pursuant to section 15060(c)(2).

**No General Fund Impact**

**Simple Majority Vote**

**C 8 Public Works**

Award to the lowest responsive and responsible bidder, Highway Specialty Company, Inc., the contract for the “Zogg Fire Guardrail Repair Project,” Contract No. 706818.

**No General Fund Impact**

**Simple Majority Vote**

**C 9 Public Works**

**Resource Management**

Adopt a resolution which recognizes that the circumstances and factors that led to the May 31, 2022, proclamation establishing the Shasta County Grant-Funded Emergency Drought Relief Program (Program) for the purpose of implementing grant funded work on private water supply systems that supports immediate drought response and mitigates drought impacts have not been resolved and that there is a need for continuation of the emergency proclamation and find the Program categorically exempt in conformance with the California Environmental Quality Act (CEQA) Guidelines 14 CCR Section 15269-Emergency Projects.

**General Fund Impact**

**4/5 Vote**

**RESOURCE MANAGEMENT**

**C 10 Resource Management**

Adopt a resolution approving, in part, Cory Halter’s appeal of public facilities impact fees required in conjunction with building permit number BRES20-0050 to legalize an existing unpermitted one-family residence at 30555 Ted Elder Road, Fall River Mills, CA 96028, waiving all required impact fees with the exception of Library impact fees in the amount of \$178.15.

**General Fund Impact**

**Simple Majority Vote**

**REGULAR CALENDAR, CONTINUED**

**GENERAL GOVERNMENT**

**R 3 Administrative Office**

Take the following actions: (1) Receive an update from the Acting County Executive Officer on County issues and consider action on specific legislation related to Shasta County's legislative platform; (2) consider approving a letter of opposition to Assembly Bill 742 which proposes limiting the use of police canines; and (3) receive Supervisors' reports on countywide issues.

- No General Fund Impact** **Simple Majority Vote**
- R 4 **Administrative Office**
- Discuss a possible new administrative policy, "Board of Supervisors Code of Conduct," and provide direction to staff (Sponsored by Supervisor Rickert).
- No Additional General Fund Impact** **Simple Majority Vote**
- R 5 **Support Services-Personnel**
- Discuss Policy #5 under Shasta County Administrative Policy 1-105, *Board/County Staff Relations*, concerning individual Board members' interactions with County departments and staff, and consider providing direction to staff (Sponsored by Supervisor Crye).
- No General Fund Impact** **Simple Majority Vote**

## **HEALTH AND HUMAN SERVICES**

- R 6 **Housing and Community Action Programs**
- Health and Human Services Agency-Business and Support Services**
- Introduce and waive the reading of, *"An Ordinance of the Board of Supervisors of the County of Shasta Consolidating the Department of Housing and Community Action Programs with the Health and Human Services Agency by Amending Chapter 2.28 of the Shasta County Code and Repealing Chapter 2.68 of the Shasta County Code."*
- No Additional General Fund Impact** **Simple Majority Vote**

## **PUBLIC WORKS**

- R 7 **Public Works**
- Sheriff-Jail**
- Take the following actions: (1) Approve an Agreement with DLR Group (DLR) for planning, architectural and engineering services for the "Jail Inmate Transportation & Courtroom Repurposing Project and Strategic Facilities Plan for Inmate Housing", Contract No. 610590; (2) authorize the Public Works Director, or their designee, to approve extra work or changes in writing to the scope, time of performance, and amount of compensation not to exceed 10%, provided such approvals are approved as to form by County Counsel and Risk Management in accordance with the *Shasta County Contracts Manual*, Administrative Policy 6-101; (3) find the agreement with DLR to be exempt from the California Environmental Quality Act (CEQA) pursuant to State CEQA Guidelines sections 15061(b)(3) and 15301 and not subject to CEQA pursuant to CEQA Guidelines section 15060(c)(2); (4) approve a budget amendment increasing appropriations and revenue by \$200,000 in the Land Buildings & Improvements budget; and (5) approve a budget amendment increasing appropriations by \$200,000 in the Accumulated Capital Outlay budget offset by use of Committed-Public Safety Infrastructure Detention fund balance.
- No Additional General Fund Impact** **4/5 Vote**

## **SCHEDULED HEARINGS**

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

### **RESOURCE MANAGEMENT**

**R 8      Resource Management  
Planning Division**

Take the following actions: (1) Conduct a public hearing; (2) find that the proposed ordinance is not subject to the California Environmental Quality Act (CEQA) for the reasons stated in the ordinance; and (3) introduce, waive the reading of, and enact *“An Ordinance of the Board of Supervisors of the County of Shasta Amending Section 17.88.335, Large Wind Energy Systems, of the Shasta County Code in Light of Assembly Bill 205.”*

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

**R 9      Resource Management  
Planning Division**

Take the following actions: (1) Conduct a public hearing; (2) find that Zone Amendment 22-0013 is not subject to the California Environmental Quality Act (CEQA) pursuant to State CEQA Guidelines section 15061(b)(3); (3) adopt the recommended findings listed in Planning Commission Resolution 2023-002; and (4) introduce, waive the reading of, and enact an ordinance amending the Zoning Plan of the County of Shasta to amend the zoning of two parcels totaling 3.6 acres located at the western terminus of Serpentine Lane, Burney, CA 96013 (Assessor's Parcel Numbers 028-520-018 and 028-520-021) from the Planned Development zone district to the One-Family Residential zone district.

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

### **OTHER AGENCIES**

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

### **SHASTA COUNTY WATER AGENCY**

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

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

### **CLOSED SESSION ANNOUNCEMENT**

The Board of Supervisors will recess to a Closed Session to discuss the following items (est. 1 hour 45 minutes):

**R 10 CONFERENCE WITH LABOR NEGOTIATOR**

(Government Code section 54957.6):

Agency Negotiators:

Acting County Executive Officer Mary Williams

Personnel Director Shelley Forbes

Assistant Personnel Director Monica Fugitt

Chief Labor Negotiator Gage Dungy, Boutin Jones Inc.

Employee Organization:

Deputy Sheriffs Association - Correctional Officer-Deputy Sheriffs

General Teamsters #137-Deputy Coroners Investigators Unit

**R 11 CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION**

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

Name of Case: *Michael Peery v. County of Shasta*

**R 12 CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION**

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

Initiation of Litigation: One potential case

**R 13 PUBLIC EMPLOYEE APPOINTMENT**

(Government Code section 54957):

Title: County Executive Officer

**R 14 PUBLIC EMPLOYEE APPOINTMENT**

(Government Code section 54957):

Title: County Counsel

**R 15 CONFERENCE WITH LABOR NEGOTIATOR**

(Government Code section 54957.6):

Agency Designated Representatives:

Personnel Director Shelley Forbes

Acting County Executive Officer Mary Williams

Unrepresented Position:

Title: County Counsel

**R 16 CONFERENCE WITH REAL PROPERTY NEGOTIATOR**

(Government Code section 54956.8)

Property Description:

6550 Lockheed Drive, Redding, CA (APN 054-280-008)



County Negotiators:

Eric Magrini, Assistant County Executive Officer  
Shawn Ankeny, Principal Engineer  
Al Cathey, Public Works Director

Negotiating Parties:

City of Redding

Under Negotiation: Instructions to negotiator will include price and terms of payment.

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

**REPORT OF CLOSED SESSION ACTIONS**

**ADJOURN**

**REMINDERS**

Date:	Time:	Event:	Location:
03/28/2023	9:00 a.m.	Board of Supervisors Meeting	Board Chambers
04/10/2023	10:00 a.m.	Quarterly Veterans Service Office Public Town Hall Meeting	Board Chambers
04/11/2023	8:30 a.m.	Air Pollution Control Board Meeting	Board Chambers
04/11/2023	9:00 a.m.	Board of Supervisors Meeting	Board Chambers
04/13/2023	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, Shelley Forbes, County of Shasta, 1450 Court Street, Room 348, Redding, CA 96001-1676, Phone: (530) 225-5515, California Relay Service: (800) 735-2922, Fax: (530) 225-5345, E-mail: [adacoordinator@co.shasta.ca.us](mailto:adacoordinator@co.shasta.ca.us). Individuals with disabilities who need auxiliary aids and/or services for effective communication in the County's programs and services are invited to make their needs and preferences known to the affected department or the ADA Coordinator. For aids or services needed for effective communication during Board of Supervisors meetings, please call Clerk of the Board (530) 225-5550 at least 24 hours 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

**BOARD OF SUPERVISORS REGULAR MEETING - March 14, 2023**

at <https://www.shastacounty.gov/board-supervisors/page/meetings-agendas>

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 <https://www.shastacounty.gov/board-supervisors/page/meetings-agendas>

**REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS**

**BOARD MEETING DATE:** March 14, 2023

**CATEGORY:** BOARD MATTERS-1.

**SUBJECT:**

Adopt a resolution which recognizes Agency Staff Services Analyst I - Confidential Kristin Gulling-Smith of the County Administrative Office, as Shasta County's Employee of the Month for March 2023.

**DEPARTMENT:** Board Matters

**Supervisory District No. :** All

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

**STAFF REPORT APPROVED BY:** Shelley Forbes, Director of Support Services

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

**RECOMMENDATION**

Adopt a resolution which recognizes Agency Staff Services Analyst I - Confidential Kristin Gulling-Smith of the Shasta County, County Administrative Office as Shasta County's Employee of the Month for March 2023.

**DISCUSSION**

The Shasta County Employee Recognition Committee screens nominees for the Employee of the Month program. The Employee Recognition Committee is recommending that the Board of Supervisors adopt a resolution recognizing Kristin Gulling-Smith, Agency Staff Services Analyst I-Confidential as the Employee of the Month for March 2023.

Ms. Gulling-Smith conducts extensive historical research, utilizing her considerable experience. She is able to conduct such detail-oriented processes due to her vast knowledge of administrative policies, which benefits the Clerk of the Board team, other county departments, and the community as a whole.

Ms. Gulling-Smith began the process of identifying and organizing records, freeing up much-needed space for more current records. Ultimately, her efforts have enhanced the Clerk of the Board's ability to store, preserve, and dispose of County records in a timely manner, which has improved the overall efficiency of record keeping, and providing such information to County departments and/or the public.

Ms. Gulling-Smith has taken the lead in organizing copious amounts of public records stored in the Records Room, locating files and resolutions from decades ago. She adds these crucial projects necessary to maintain updated records, optimizing the usage of space in storage locations and creating simplistic methods to track County records for the benefit of her team and future clerks. These organizational steps have proven to be invaluable to the Clerk of the Board, enabling a small team of personnel to stay on top of numerous tasks and special projects.

The Clerk of the Board has been graced by Ms. Gulling-Smith's desire to see her team succeed, bringing forth as growing sense of cohesion and a passion for preserving historical documents. She constantly seeks to champion and affirm her

colleagues which has helped to create a work environment where job satisfaction has risen for those around her.

The Employee Recognition Committee recommends that Kristin Gulling-Smith, Agency Staff Services Analyst I-Confidential, in the Shasta County, County Executive Office is selected as the 2023 Employee of the Month for March 2023.

### **ALTERNATIVES**

No other alternatives are recommended.

### **OTHER AGENCY INVOLVEMENT**

The Employee Recognition Program was developed and operates with significant input from, and involvement by, County departments and employee bargaining units. The Employee of the Year nomination is submitted by the Employee Recognition Committee made up of Shelley Forbes, Director of Support Services; Rhonda Schultz, Community Development Coordinator; Captain Logan Stonehouse, Sheriff Office; Jared Biddle, Administrative Analyst; Michael J. Johnson Health and Human Services IT Manager, and Deputy Sheriff Ken Koenen.

The Employee Recognition Program wishes to extend their thanks and appreciation to the following contributors: Shasta County Sheriff's Administrative Association (SAA), Teamsters (Trades & Craft Unit) Local #137, United Public Employees of California (UPEC) - General Unit, Board of Supervisors, and Department Head Forum.

### **FISCAL IMPACT**

The cost of the Employee Recognition Program is nominal and is included in the Support Services Fiscal Year 2022-23 Adopted Budget.

### **ATTACHMENTS:**

Description	Upload Date	Description
Resolution - EOM March 2023	3/1/2023	Resolution - EOM March 2023

**RESOLUTION NO. XXXX-XX**

**A RESOLUTION OF THE BOARD OF SUPERVISORS  
OF THE COUNTY OF SHASTA  
RECOGNIZING KRISTIN GULLING-SMITH  
AGENCY STAFF SERVICES ANALYST I-CONFIDENTIAL  
OF THE SHASTA COUNTY, COUNTY ADMINISTRATIVE OFFICE  
AS MARCH 2023 EMPLOYEE OF THE MONTH**

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

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

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

**NOW, THEREFORE, BE IT RESOLVED** that Kristin Gulling-Smith, Agency Staff Services Analyst I-Confidential of the Shasta County, County Administrative Office is hereby named Shasta County Employee of the Month for March 2023; and

**BE IT FURTHER RESOLVED** that Ms. Gulling-Smith conducts extensive historical research, utilizing her considerable experience. She is able to conduct such detail-oriented processes due to her vast knowledge of administrative policies, which benefits the Clerk of the Board team, other county departments, and the community as a whole.

Ms. Gulling-Smith began the process of identifying and organizing records, freeing up much-needed space for more current records. Ultimately, her efforts have enhanced the Clerk of the Board's ability to store, preserve, and dispose of County records in a timely manner, which has improved the overall efficiency of record keeping, and providing such information to County departments and/or the public.

Ms. Gulling-Smith has taken the lead in organizing copious amounts of public records stored in the Records Room, locating files and resolutions from decades ago. She adds these crucial projects necessary to maintain updated records, optimizing the usage of space in storage locations and creating simplistic methods to track County records for the benefit of her team and future clerks. These organizational steps have proven to be invaluable to the Clerk of the Board, enabling a small team of personnel to stay on top of numerous tasks and special projects.

The Clerk of the Board has been graced by Ms. Gulling-Smith's desire to see her team succeed, bringing forth as growing sense of cohesion and a passion for preserving historical documents. She constantly seeks to champion and affirm her colleagues which has helped to create a work environment where job satisfaction has risen for those around her.

Resolution No.

March 2023 Employee of the Month

2 of 2

**DULY PASSED AND ADOPTED** this 14th day of March 2023, by the Board of Supervisors of the County of Shasta by the following vote:

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

---

Patrick Jones, CHAIR  
Board of Supervisors  
County of Shasta  
State of California

ATTEST:

Mary E. Williams  
Acting Clerk of the Board of Supervisors

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

Deputy

**REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS**

**BOARD MEETING DATE:** March 14, 2023

**CATEGORY:** BOARD MATTERS-2.

**SUBJECT:**

Receive a presentation and provide direction to staff regarding the preparation of the Palo Cedro Town Center Specific Plan and/or other planning efforts for Palo Cedro.

**DEPARTMENT:** Board Matters

**Supervisory District No. :** 3

**DEPARTMENT CONTACT:** Adam Fieseler, Assistant Director of Resource Management, (530) 225-5532

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

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

**RECOMMENDATION**

Receive a presentation from the Assistant Director of Resource Management and provide direction to staff regarding the preparation of the Palo Cedro Town Center Specific (“Plan”) and/or other planning efforts for Palo Cedro.

**DISCUSSION**

Since August 2022, staff has placed the preparation of the Palo Cedro Town Center Specific Plan on hold until direction is provided by the Board in light of considerable community opposition to the use of state grant funding for this effort and the lack of an alternate funding source. On October 18, 2022, the Board directed staff to return at a later date to present information regarding the preparation of the Plan. During the November 8, 2022, Board meeting, Acting County Executive Officer Patrick Minturn announced that state grants will not be utilized for the preparation of the Plan and that the Department of Resource Management will seek input from the community and direction from the Board regarding what, if any, planning efforts should be undertaken for Palo Cedro during the Board’s February 21, 2023, evening meeting.

Following the staff presentation, public comment, and Board discussion on February 21, 2023, the Board directed staff to meet with two members from the community group in support of preparing the Plan and two members of the community group in opposition to preparing the Plan and bring the matter back to the Board on March 14, 2023, for further consideration. The community members selected by the two groups to participate in the meeting with staff are Jason Hull, Debbie Bazan, Lani Bangay, and Heather Jensen. Staff’s presentation will focus on the outcome of the meeting with these community members.

**ALTERNATIVES**

The Board could choose not to receive the presentation, postpone the presentation to a later date, or decline

to provide direction to staff.

**OTHER AGENCY INVOLVEMENT**

The County Administrative Office has been consulted on the content of the presentation.

**FISCAL IMPACT**

No fiscal impact would result from receiving the presentation. Unless a funding source is identified and allocated, then due to the discontinuation of the use of state grant funding for the preparation of the Plan a fiscal impact would result if the Board chooses to direct staff to continue preparing the Plan or conduct other planning efforts which require the use of consultants. The fiscal impact associated with continuing to prepare the Plan will be addressed in the presentation.



**REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS**

**BOARD MEETING DATE:** March 14, 2023

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

**SUBJECT:**

Approve the County claims list, as submitted.

**DEPARTMENT:** Auditor-Controller

**Supervisory District No. :** ALL

**DEPARTMENT CONTACT:** Nolda Short, Auditor-Controller, (530) 245-6657

**STAFF REPORT APPROVED BY:** Nolda Short, Auditor-Controller

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

**RECOMMENDATION**

Approve the County claims list in the amount of \$26,352.63 as submitted.

**DISCUSSION**

**ALTERNATIVES**

**OTHER AGENCY INVOLVEMENT**

**FISCAL IMPACT**

**ATTACHMENTS:**

Description

BOS CLAIMS LIST 031423

Upload Date

3/6/2023

Description

BOS CLAIMS LIST  
031423

ORIGINAL

COUNTY OF SHASTA  
OFFICE OF AUDITOR-CONTROLLER  
REPORT OF CLAIMS REQUIRING BOARD ACTION IN ORDER TO  
AUTHORIZE PAYMENT BY AUDITOR-CONTROLLER  
03/14/2023

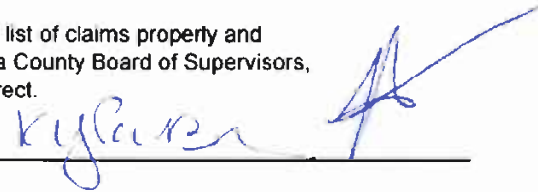
FUND/DEPT/ACCT	DEPARTMENT	PAYEE	DESCRIPTION	Amount	REASON	DEPARTMENT'S EXPLANATION
0374/00374/061044	PUBLIC WORKS (CSA#3)	PACE ENGINEERING INC	1/29-3/3/23 CASTELLA INTAKE	\$26,352.63	Per Shasta County Contracts Manual 6-101 Section 1.3.3, and Gov Code section 29741, the Auditor-Controller may only pay claims for services that have been authorized by contract. This payment exceeds the maximum allowable by contract. An amendment will be worked on to cover these charges, however for reimbursable grant requires payment by March 31, 2023. The invoice will exceed current contract maximum amount by \$26,169.93. This is the amount that the Board is approving	See attached memo from department.
	<b>TOTAL</b>			<b>\$26,352.63</b>		

**Auditor's Certification:**

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

Date: 3/16/23

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

**COUNTY**  
**OF**  
**SHASTA**

**DEPARTMENT OF PUBLIC WORKS**

*Alfred V. Cathey, Director*

**MEMORANDUM**

FFM 020004

*DATE:* March 3, 2023

*TO:* Nolda Short, Auditor-Controller

*FROM:* Alfred Cathey, Director 

*SUBJECT:* Board Claim: Pace Engineering, Inc. Invoice #45910

CSA #3 Castella Water has a 100% reimbursable grant with the State of California to design upgrades to the system. The grant requires costs to be incurred and reimbursement requests dated no later than March 31, 2023. Pace Engineering is preparing plans and specifications. Ongoing review of the system and necessary upgrades resulted in late-project expansion of the scope of work and caused our encumbrance authority on the Pace agreement to be exceeded. Due to the time restriction, we are unable to amend the agreement through the normal process.

/kdc

**RECEIVED**

MAR 02 2023

PUBLIC WORKS



PACE Engineering, Inc.  
5155 Venture Parkway  
Redding, CA 96002  
530-244-0202

SHASTA COUNTY DPW  
VENTON TROTTER  
1855 PLACER STREET  
REDDING, CA 96001

VEND 00453102

FO	PRINT APPROVED
ORG KEY 00374	ACCT# 061074
WO#	COST CTR 9990999

Invoice number 45910  
Date 03/02/2023  
Project 0199.106 Castella Intake Replacement Project

BALANCE IS DUE AND PAYABLE WITHIN 30 DAYS  
For Professional Services from January 29, 2023 through March 3, 2023

Contract No. 610471

## Professional Fees

## Phase 1c - Plans and Specifications

	Date	Hours	Rate	Billed Amount
Brianne N. Edwards - Admin Clerk I - Specifications	02/17/2023	2.00	70.00	140.00
Brianne N. Edwards - Admin Clerk I - Specifications	02/21/2023	1.00	70.00	70.00
David Phanthavady - Staff Engineer 1 - Engineering	01/03/2023	0.50	141.00	70.50
David Phanthavady - Staff Engineer 1 - Engineering	01/12/2023	1.00	141.00	141.00
Dylan A. De Leon - Staff Engineer 1 - Project Manual	12/12/2022	0.25	141.00	35.25
Dylan A. De Leon - Staff Engineer 1 - Project Manual	12/13/2022	0.50	141.00	70.50
Dylan A. De Leon - Staff Engineer 1 - Project Manual	12/14/2022	2.00	141.00	282.00
Dylan A. De Leon - Staff Engineer 1 - Project Manual	12/15/2022	3.00	141.00	423.00
Dylan A. De Leon - Staff Engineer 2 - Report	01/02/2023	2.50	155.00	387.50
Dylan A. De Leon - Staff Engineer 2 - Report	01/06/2023	3.00	155.00	465.00
Dylan A. De Leon - Staff Engineer 2 - Report	01/10/2023	1.00	155.00	155.00
Dylan A. De Leon - Staff Engineer 2 - Report	01/11/2023	2.50	155.00	387.50
Dylan A. De Leon - Staff Engineer 2 - Report	01/12/2023	5.50	155.00	852.50
Dylan A. De Leon - Staff Engineer 2 - Cost Estimating	01/27/2023	0.50	155.00	77.50
Dylan A. De Leon - Staff Engineer 2 - Report	02/03/2023	4.00	155.00	620.00
Dylan A. De Leon - Staff Engineer 2 - Cost Estimating	02/06/2023	6.00	155.00	930.00
Dylan A. De Leon - Staff Engineer 2 - Specifications	02/13/2023	0.25	155.00	38.75
Dylan A. De Leon - Staff Engineer 2 - Specifications	02/14/2023	0.50	155.00	77.50
Dylan A. De Leon - Staff Engineer 2 - Specifications	02/17/2023	0.50	155.00	77.50
Dylan A. De Leon - Staff Engineer 2 - Specifications	02/21/2023	0.50	155.00	77.50
Dylan A. De Leon - Staff Engineer 2 - Specifications	02/22/2023	1.00	155.00	155.00
Dylan A. De Leon - Staff Engineer 2 - Specifications	02/23/2023	0.50	155.00	77.50
Dylan A. De Leon - Staff Engineer 2 - Specifications	02/27/2023	3.00	155.00	465.00
Garett C. Hattenhauer - Senior Engineer - Engineering	01/16/2023	0.75	205.00	153.75
Garett C. Hattenhauer - Senior Engineer - Engineering	01/18/2023	0.75	205.00	153.75
Garett C. Hattenhauer - Senior Engineer - Engineering	01/30/2023	1.00	205.00	205.00
Garett C. Hattenhauer - Senior Engineer - Engineering	01/31/2023	1.00	205.00	205.00
Garett C. Hattenhauer - Senior Engineer - Engineering	02/01/2023	0.50	205.00	102.50

# BOARD OF SUPERVISORS REGULAR MEETING - March 14, 2023

SHASTA COUNTY DPW  
Project 0199.106 Castella Intake Replacoment Project

Invoice number 45910  
Date 03/02/2023

## Professional Fees

### Phase 1c - Plans and Specifications

	Date	Hours	Rate	Billed Amount
Garett C. Hattenhauer - Senior Engineer - Engineering	02/03/2023	0.25	205.00	51.25
Garett C. Hattenhauer - Senior Engineer - Engineering	02/06/2023	0.50	205.00	102.50
Garett C. Hattenhauer - Senior Engineer - Engineering	02/07/2023	1.00	205.00	205.00
Garett C. Hattenhauer - Senior Engineer - Engineering	02/09/2023	1.00	205.00	205.00
Garett C. Hattenhauer - Senior Engineer - Engineering	02/13/2023	5.00	205.00	1,025.00
Garett C. Hattenhauer - Senior Engineer - Engineering	02/14/2023	1.00	205.00	205.00
Garett C. Hattenhauer - Senior Engineer - Engineering	02/15/2023	2.00	205.00	410.00
Garett C. Hattenhauer - Senior Engineer - Engineering	02/17/2023	0.50	205.00	102.50
Garett C. Hattenhauer - Senior Engineer - Engineering	02/22/2023	2.00	205.00	410.00
Garett C. Hattenhauer - Senior Engineer - Engineering	02/23/2023	1.00	205.00	205.00
Jacob E. Falkenstein - Technician 4 - Drafting	01/12/2023	0.75	155.00	116.25
Karrie A. Nunes - Admin Clerk II - Funding Administration <i>Project Status Report</i>	01/02/2023	0.50	77.00	38.50
Karrie A. Nunes - Admin Clerk II - Project Manual	03/01/2023	1.75	77.00	134.75
Karrie A. Nunes - Admin Clerk II - Project Manual	03/02/2023	2.25	77.00	173.25
Laurie E. McCollum - Principal Engineer - Design	12/14/2022	2.00	223.00	446.00
Laurie E. McCollum - Principal Engineer - Design	12/16/2022	1.00	223.00	223.00
Laurie E. McCollum - Principal Engineer - Design	12/17/2022	1.00	223.00	223.00
Laurie E. McCollum - Principal Engineer - Design	12/21/2022	0.50	223.00	111.50
Laurie E. McCollum - Principal Engineer - Funding Administration	01/02/2023	1.00	223.00	223.00
Laurie E. McCollum - Principal Engineer - Funding Administration	01/04/2023	1.00	223.00	223.00
Laurie E. McCollum - Principal Engineer - Funding Administration	01/06/2023	0.50	223.00	111.50
Laurie E. McCollum - Principal Engineer - Design	01/12/2023	1.00	223.00	223.00
Laurie E. McCollum - Principal Engineer - Design	01/23/2023	0.50	223.00	111.50
Laurie E. McCollum - Principal Engineer - Design	02/02/2023	0.50	223.00	111.50
Laurie E. McCollum - Principal Engineer - Design	02/06/2023	0.50	223.00	111.50
Laurie E. McCollum - Principal Engineer - Design	02/27/2023	1.00	223.00	223.00
Laurie E. McCollum - Principal Engineer - Design	03/01/2023	2.00	223.00	446.00
Laurie E. McCollum - Principal Engineer - Design	03/02/2023	1.00	223.00	223.00
Nathan A. Chandler - Staff Engineer 1 - Correspondence	12/14/2022	0.25	141.00	35.25
Nathan A. Chandler - Staff Engineer 1 - Correspondence	12/15/2022	0.25	141.00	35.25
Nathan A. Chandler - Staff Engineer 1 - Correspondence	12/16/2022	0.25	141.00	35.25
Nathan A. Chandler - Staff Engineer 1 - Correspondence	01/05/2023	0.25	141.00	35.25
Nathan A. Chandler - Staff Engineer 1 - Correspondence	01/06/2023	1.00	141.00	141.00
Nathan A. Chandler - Staff Engineer 1 - Engineering	01/11/2023	6.75	141.00	951.75
Nathan A. Chandler - Staff Engineer 1 - Engineering <i>Beam seat-bearing connection design</i>	01/12/2023	3.00	141.00	423.00
Nathan A. Chandler - Staff Engineer 1 - Engineering	01/13/2023	2.50	141.00	352.50
Nathan A. Chandler - Staff Engineer 1 - Correspondence <i>100% Design work load planning</i>	02/03/2023	0.25	141.00	35.25
Nathan A. Chandler - Staff Engineer 1 - Correspondence	02/15/2023	0.25	141.00	35.25
Seth A. Petrie - Principal Engineer - Engineering	01/12/2023	0.50	223.00	111.50

# BOARD OF SUPERVISORS REGULAR MEETING - March 14, 2023

SHASTA COUNTY DPW  
Project 0199.106 Castella Intake Replacement Project

Invoice number 45910  
Date 03/02/2023

## Professional Fees

### Phase 1c - Plans and Specifications

	Date	Hours	Rate	Billed Amount
Steven P. Wilson - Senior Engineer - Engineering	12/15/2022	0.50	205.00	102.50
Steven P. Wilson - Senior Engineer - Engineering	01/11/2023	2.00	205.00	410.00
Tara A. Williamson - Admin Clerk I - Word Processing Edit technical specs	02/15/2023	1.25	70.00	87.50
Tara A. Williamson - Admin Clerk I - Word Processing Edit technical specs	02/16/2023	3.25	70.00	227.50
Tara A. Williamson - Admin Clerk I - Word Processing Edit technical specs	02/17/2023	1.25	70.00	87.50
Tara A. Williamson - Admin Clerk I - Word Processing Edit technical specs	02/21/2023	0.50	70.00	35.00
Tara A. Williamson - Admin Clerk I - Project Manual	03/02/2023	0.75	70.00	52.50
Professional Fees Subtotal		103.25		16,484.25
Phase 1c - Plans and Specifications Total				16,484.25
Project Evaluation and Design Total				16,484.25

## Reimbursables

### Phase 5 - Environmental Services

	Units	Cost Rate	Cost Amount	Billed Amount
Outside Service - Reimb				
ENPLAN - CEQA/NEPA Review/Technical Studies/Permit Applications			3,702.50	
ENPLAN - CEQA/NEPA Review/Permit Applications			1,458.75	
ENPLAN - CEQA/NEPA Review/Technical Studies/Permit Applications			3,810.00	
Subtotal			8,971.25	
Subtotal			8,971.25	
10% Mark-up	Rate	Basis	Markup	Amount
	10.00%	8,971.25	897.13	9,868.38
Phase 5 - Environmental Services Total				

Invoice total **26,352.63**

## Invoice Summary

Description	Contract Amount	Prior Billed	Current Billed	Total Billed	Remaining Amount
<b>Project Evaluation and Design</b>					
Phase 1a - Engineering Report	52,771.00	52,771.05	0.00	52,771.05	-0.05
Phase 1b - Permitting	4,622.00	563.75	0.00	563.75	4,058.25
Phase 1c - Plans and Specifications	242,027.00	232,334.00	16,484.25	248,818.25	-6,791.25
Phase 1d - Right-of-Way	10,080.00	10,080.00	0.00	10,080.00	0.00
Subtotal	309,500.00	295,748.80	16,484.25	312,233.05	-2,733.05
Phase 2 - Construction Grant Funding Application	0.00	77.50	0.00	77.50	-77.50
Phase 3a - Services During Bidding	0.00	0.00	0.00	0.00	0.00
Phase 3b - Services During Construction	0.00	0.00	0.00	0.00	0.00
Phase 3c - Resident Project Representative	0.00	0.00	0.00	0.00	0.00
Phase 4 - Hydrogeological Services	36,300.00	31,530.26	0.00	31,530.26	4,769.74
Phase 5 - Environmental Services	60,500.00	78,760.74	9,868.38	88,629.12	-28,129.12

SHASTA COUNTY DPW

Invoice number 45910

Invoice date 03/02/2023

# BOARD OF SUPERVISORS REGULAR MEETING - March 14, 2023

SHASTA COUNTY DPW  
Project 0199.106 Castella Intake Replacement Project

Invoice number 45910  
Date 03/02/2023

Total	406,300.00	406,117.30	26,352.63	432,469.93	-26,169.93
-------	------------	------------	-----------	------------	------------

## Aging Summary

Invoice Number	Invoice Date	Outstanding	Current	Over 30	Over 60	Over 90	Over 120
45474	01/13/2023	22,799.13		22,799.13			
45910	03/02/2023	26,352.63	26,352.63				
Total		49,151.76	26,352.63	22,799.13	0.00	0.00	0.00

Please reference Project & Invoice No. with remittance.



3179 Bechtel Lane  
Redding, CA 96002

530.221.0440 x7100  
books@enplan.com  
www.enplan.com

**PAID**

Date 1/11/23 Ch 1  
Acct 52400 3727.50

PACE Engineering  
5155 Venture Parkway  
Redding, CA 96002

Invoice number 1222032/71  
Date 12/31/2022

Project 032-71 Castella Intake Replacement

Services December 1, 2022 - December 31, 2022

**CEQA/NEPA Review**

	Hours	Rate	Billed Amount
Environmental Planner III			
Kiera A. Cuerpo-Hadsall			
PLAN - Prepared/edit CEQA document	1.00	100.00	100.00
Gen - E-mails/correspondence	1.25	100.00	125.00
Subtotal	2.25		225.00
Environmental Planner IV			
Sabrina M. Rouse			
PLAN - Prepared/edit CEQA document	1.00	85.00	85.00
Subtotal	1.00		85.00
Phase subtotal			310.00

**Technical Studies**

	Hours	Rate	Billed Amount
Project Manager/Environmental Services Manager			
Donald M. Burk			
Gen - Senior staff review/revision	13.00	185.00	2,405.00
Gen - Project Management	0.50	185.00	92.50
Subtotal	13.50		2,497.50
Phase subtotal			2,497.50

**Permit Applications**

	Hours	Rate	Billed Amount
Environmental Scientist III			
Allison M. Lovelless			
PA - Draft/revise Water Quality Certification Application	1.00	100.00	100.00
PA - Draft/revise Nationwide Permit application/Pre-Construction Notification	1.50	100.00	150.00
PA - Prepare supplemental data per client/agency request	3.00	100.00	300.00
Gen - Liaison/discussions with agency staff	1.75	100.00	175.00
Subtotal	7.25		725.00

PACE Engineering

Invoice number 1222032/71

Invoice date 12/31/2022

Page 1 of 2



# BOARD OF SUPERVISORS REGULAR MEETING - March 14, 2023



3179 Bechtel Lane  
Redding, CA 96002

530.221.0440 x7100  
becki@enplan.com  
www.enplan.com

PACE Engineering  
Project 032-71 Castalia Intake Replacement

Invoice number 1222032/71  
Date 12/31/2022

## Permit Applications

	Hours	Rate	Billed Amount
Environmental Planner IV			
Sabrina M. Rouse			
Bio - Prepare/edit Revogation Plan	2.00	85.00	170.00
<b>Subtotal</b>	<b>2.00</b>		<b>170.00</b>
<b>Phase subtotal</b>			<b>895.00</b>

Invoice total **3,702.50**

✓ OK TO BILL

## Invoice Summary

Description	Contract Amount	Total Billed	Remaining	Current Billed
032-71 CEQA/NEPA Review	40,800.00	21,413.75	19,386.25	310.00
032-71 Technical Studies	17,900.00	38,889.05	-20,989.05	2,497.50
032-71 Permit Applications	9,000.00	4,335.00	4,665.00	895.00
032-71 Phase I	0.00	6,816.25	-6,816.25	0.00
<b>Total</b>	<b>67,700.00</b>	<b>71,454.05</b>	<b>-3,754.05</b>	<b>3,702.50</b>

Approved by:

PACE Engineering

Invoice number 1222032/71

Invoice date 12/31/2022

Page 2 of 2

# BOARD OF SUPERVISORS REGULAR MEETING - March 14, 2023



3179 Bechebri Lane  
Redding, CA 96002

530.221.0440 x7100  
books@enplan.com  
www.enplan.com

PAID  
Date 2/17/23  
Acct 5211P 1454.75

CM 2M  
TH ✓

PACE Engineering  
5155 Venture Parkway  
Redding, CA 96002

Invoice number 012303271  
Date 01/31/2023

Project 032-71 Castalia Intake Replacement

199.106.5

Services January 1, 2023 - January 31, 2023

## CEQA/NEPA Review

	Hours	Rate	Billed Amount
Environmental Planner (I)			
Kiana A. Cuerpo-Hadsall			
PLAN - Prepare Mitigation Monitoring and Reporting Program	5.50	110.00	605.00
PLAN - Prepare/edit CEQA document	0.75	110.00	82.50
Gen - Liaison/discussions with agency staff	1.00	110.00	110.00
Subtotal	7.25		797.50
Environmental Planner (V)			
Sabrina M. Rouse			
PLAN - Prepare/edit CEQA document	2.75	95.00	261.25
Subtotal	2.75		261.25
Phase subtotal			1,058.75

## Permit Applications

	Hours	Rate	Billed Amount
Project Manager/Environmental Services Manager			
Donald M. Burk			
Gen - Liaison/discussions with client	0.50	200.00	100.00
Gen - Prepare supplemental data per client/agency request	0.50	200.00	100.00
Gen - Project team conference call	1.00	200.00	200.00
Subtotal	2.00		400.00
Phase subtotal			400.00
Invoice total			1,458.75

✓ ok to bill

## Invoice Summary

Description	Contract Amount	Total Billed	Remaining	Current Billed
032-71 CEQA/NEPA Review	40,800.00	22,472.50	18,327.50	1,058.75
032-71 Technical Studies	17,900.00	38,889.05	-20,989.05	0.00
032-71 Permit Applications	9,000.00	4,735.00	4,265.00	400.00

PACE Engineering

Invoice number 012303271

Invoice date 01/31/2023

Page 1

## ENPLAN

3179 Bechelli Lane, Ste 100  
Redding, CA 96002

PAID

Date 3/16/23  
Acct 52442 27610-

## Invoice

Invoice #: 0223032/71

Invoice Date: 2/28/2023

Due Date: 2/28/2023

Project: 032-71 Castella Intake Replacement

Billing Period: 2/1/23-2/28-23

## Bill To:

PAGE Engineering  
5155 Venture Parkway  
Redding, CA 9600

#199.106.5

Description	Hours/Qty	Rate	Amount
Project 032-71 Castella Intake Replacement			
CEQA/NEPA REVIEW			
Environmental Planner I			
PLAN-Prepare Responses to Comments	6	150.00	900.00
PLAN-Project meetings	4	150.00	600.00
Environmental Planner III			
PLAN-Prepare Responses to Comments	10	110.00	1,100.00
PLAN-Prepare/edit public legal notice	2	110.00	220.00
PLAN-Prepare Mitigation Monitoring and Reporting Program	4	110.00	440.00
Project Management	4	110.00	440.00
PLAN-Submit documents to State Clearinghouse	0.5	110.00	55.00
Gen-E-mails/correspondence	0.5	110.00	55.00
Total			\$3,810.00
Payments/Credits			\$0.00
Balance Due			\$3,810.00

(530) 221-0440

books@enplan.com

**REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS**

**BOARD MEETING DATE:** March 14, 2023

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

**SUBJECT:**

Reappoint Randy Armstrong and Dale Allen to the South Shasta Cemetery District to serve four-year terms to January 4, 2027.

**DEPARTMENT:** Clerk of the Board

**Supervisory District No. :** 5

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

**STAFF REPORT APPROVED BY:** Mary Williams, Acting County Executive Officer

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

**RECOMMENDATION**

Reappoint Randy Armstrong and Dale Allen to the South Shasta Cemetery District to serve four-year terms to January 4, 2027.

**DISCUSSION**

The South Shasta Cemetery District (SSCD) is a public cemetery district created in 2020 by consolidation of the Anderson and Cottonwood Cemetery Districts, in accordance with Local Agency Formation Commission (LAFCO) law and LAFCO Resolution No. 2020-07, and pursuant to Health and Safety Code (HSC) sections 9000 *et seq.*, which authorizes the creation of public cemetery districts to assume responsibility for the ownership, improvement, and operation of cemeteries and the provision of interment services within its boundaries.

The SSCD Board of Trustees (Board) is a five-member governing board and members serve four-year staggered terms. Since the district contains territory only in Shasta County, these positions are appointed by the Shasta County Board of Supervisors in accordance with HSC section 9021.

Randy Armstrong and Dale Allen currently serve on the SSCD Board. Their terms expired January 2, 2023, and they have expressed their willingness to serve another term. The Board recommended their reappointment through communication received by the Clerk of the Board. Randy Armstrong and Dale Allen are registered voters in the district and are qualified to serve under HSC section 9022.

**ALTERNATIVES**

The Board may decline to make the appointments or may defer consideration to a later date.

**OTHER AGENCY INVOLVEMENT**

The SSCD has recommended these appointments. The County Administrative Office has reviewed the recommendations.

**FISCAL IMPACT**

Costs associated with processing committee and commission appointments are included in the Clerk of the Board's approved budget.

**ATTACHMENTS:**

Description	Upload Date	Description
1/18/23 SCCD Letter	2/16/2023	1/18/23 SCCD Letter

SOUTH SHASTA CEMETERY DISTRICT

Post Office Box 1007

Cottonwood, Ca 96022

Anderson Cemetery Phone 530-365-7140

Cottonwood Cemetery Phone 530-347-3621

**RECEIVED**

FEB 06 2023

ADMINISTRATIVE OFFICE  
SHASTA COUNTY

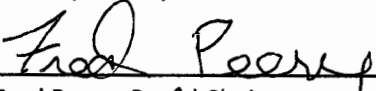
January 18, 2023

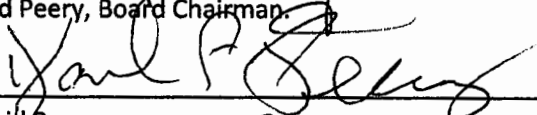
Shasta County Board of Supervisors  
1450 Court Street, Suite 308B  
Redding, Ca 96001-1680

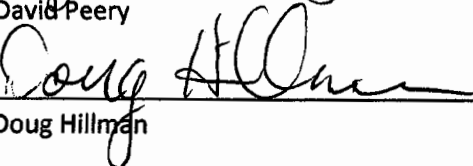
Members,

The Board of Trustees of the South Shasta Cemetery District would recommend that Randy Armstrong and Dale Allen be reappointed to the South Shasta Board of Trustee for another four-year term of service.

Thank you for your consideration.

 Date 1-27-23  
Fred Peery, Board Chairman.

 Date 1-27-23  
David Peery

 Date 1/20/23  
Doug Hillman

**REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS**

**BOARD MEETING DATE:** March 14, 2023

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

**SUBJECT:**

Appoint Randall W. Smith in lieu of election to the Shasta Community Services District Board of Directors to serve a four-year term to December 4, 2026.

**DEPARTMENT:** Clerk of the Board

**Supervisory District No. :** 3

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

**STAFF REPORT APPROVED BY:** Mary Williams, Deputy County Executive Officer

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

**RECOMMENDATION**

Appoint Randall W. Smith in lieu of election to the Shasta Community Services District Board of Directors to serve a four-year term to December 4, 2026.

**DISCUSSION**

The 2022 General Election was held last November. A vacant seat was up for election on the Shasta Community Services District Board of Directors with a term of four years from December 2, 2022, through December 4, 2026. No person filed a declaration of candidacy for that seat. Elections Code 10515(b) dictates how these seats shall be filled:

If no person has filed a declaration of candidacy for any office, the supervising authority shall appoint any person to the office who is qualified on the date when the election would have been held. The person appointed shall qualify and take office and serve exactly as if elected at a general district election for the office.

The Board of Supervisors is the supervising authority per Elections Code section 10500(b)(13).

The Clerk of the Board has worked with Shasta Community Services District to identify a qualified individual to fill their open seat. Randall W. Smith has offered to serve, as if elected for the indicated term.

The Shasta County Clerk/Registrar has certified that no persons filed a declaration of candidacy for the subject seat and also verified that Randall W. Smith is a registered voter within the district.

**ALTERNATIVES**

Pursuant to Elections Code section 10515(b), the Board of Supervisors shall make appointments to fill the offices on special district boards of directors that were up for election, but for which no declarations of candidacy were filed. The Board may decline to make this appointment, appoint some other person who meets the qualifications for appointment to Shasta

Community Services District's Board of Directors, or may request that other applicants be considered.

**OTHER AGENCY INVOLVEMENT**

The District supports this appointment. The County Administrative Office has reviewed the recommendation.

**FISCAL IMPACT**

Costs associated with assisting committees and commissions with appointments and reappointments are included in the Clerk of the Board's adopted budget.

**ATTACHMENTS:**

Description	Upload Date	Description
1/26/23 Shasta CSD Minutes	2/2/2023	1/26/23 Shasta CSD Minutes
Randall Smith Letter of Interest	2/2/2023	Randall Smith Letter of Interest
2022 Certification for Appointments in Lieu of Election	3/3/2023	2022 Certification for Appointments in Lieu of Election



**SHASTA COMMUNITY SERVICES DISTRICT  
BOARD OF DIRECTORS MEETING  
6:00pm Thursday, January 26th, 2023  
15611 Rock Creek Road Shasta, CA 96087  
DRAFT MINUTES**

**Board Members Present:** Interim President David Cross, Director Jane Heinan, Director Shawna Staup

**Board Members Absent:** President Brent Lemler

**Staff Present:** General Manager Chris Koeper, Board Secretary David Clark.

Interim President David Cross had called the meeting to order at 6:00 P.M.

**1. Pledge of Allegiance** Was led by Interim Board President David Cross

**2. Approve Agenda** Director Shawna Staup made a motion to approve the Agenda with the correction to move line item **8-2** to line item **4**. Director Jane Heinan seconds the motion. Motion passes unanimously.

**3. Public Comment Period**

This time is set aside for members of the public to address the District on matters not on the agenda and matters on the Consent Calendar. If your comments concern an item noted on the regular agenda, please address the Board after that item is open for public comments. By law, the Board of Directors cannot make decisions on matters not on the agenda. The Board will customarily refer these matters to the General Managers Office. Each speaker is allocated three (3) minutes to speak. Speakers may not cede their time. Comments should be limited to matters within the jurisdiction of the District.

A community member was asking how to get in contact with another community member about possible squatters on their property they might not know about.

**4. Consent Calendar**

**4-1 Appointment of board Interim President & Vice President**

**Discussion Possible Action**

Director Jane Heinan made a motion to appoint Director David Cross to Interim Board President. Director Shawna Staup seconds the motion. Motion passed unanimously.

Matters listed under the Consent Calendar are considered by the Board to be routine and will be enacted by one motion in the form listed below. There will be no separate discussion of the items unless good cause is shown prior to the time the Board votes on the motion to adopt.

**5-1** December 21<sup>st</sup>, 2022, minutes

**Financial Reports for December 1<sup>st</sup> through December 31<sup>st</sup>, 2022**

**5-2** SCSD Financial Report

Initials \_\_\_\_\_ Initials \_\_\_\_\_

- 5-3 SCSD Monthly Bank Transactions
- 5-4 SCSD Budget vs Actual
- 5-5 SFD Financial Report
- 5-6 SFD Monthly Bank Transactions
- 5-7 SFD Budget vs Actual

**RECOMMENDATION: Approval and adoption of all items on the Consent Calendar.**

A motion was made by Director Shawna Staup to approve the Consent Calendar. Director Jane Heinan Seconds the motion. Motion passes unanimously.

**6. Correspondence:** None

**7. General Business:**

**7-1 General Manager Report**

GM Chris Koeper had read his report and a copy is filed with the office board packet.

**7-2 SFD Report**

No Staff Present

**8. Old Business:** None

**9. New Business:**

**9-1 Review of charges to Account 1525**

**Discussion Possible Action**

There was discussion on the situation leading up to the charges however the discussion was tabled pending more information needed.

**9-3 Shasta Community Services District budget revisions 2022/2023**

**Discussion Possible Action**

A motion was made by Director Shawna Staup to approve New Business line item# **9-3**. Director Jane Heinan Seconds the motion. Motion passes unanimously.

**9-4 Shasta Fire Department budget revisions 2022/2023**

**Discussion Possible Action**

A motion was made by Director Shawna Staup to approve New Business line item# **9-4**. Director Jane Heinan Seconds the motion. Motion passes unanimously.

**9-5 Board of Directors to appoint individual to fill open Board Position.**

**Discussion Possible Action**

- a. Letter from Randall Smith
- b. Letter from Chris Hunter
- c. Letter from Erich Roehl

Mr. Randall Smith was present to offer his services and explain the qualifications for the board of directors absent seat.

Director Shawna Staup made a motion to appoint Randall Smith fill the vacant seat on the board of directors. Director Jane Heinan seconds the motion. Motion passes unanimously.

Initials\_\_\_\_\_

Initials\_\_\_\_\_

**9-6 Close customer deposit account**

**Discussion Possible Action**

A motion was made by Director Shawna Staup to close the customer deposit acct and transfer the funds to the general fund. Director Jane Heinan Seconds the motion. Motion passes unanimously.

**9-7 Future board meeting dates**

**Discussion Possible Action**

A motion was made by Director Shawna Staup to change future Shasta Community Services Districts Board of Directors meetings to the third Tuesday of the month. Director Jane Heinan Seconds the motion. Motion passes unanimously.

**9-8 Board to Approve contractors bid on office / shop project**

**Discussion Possible Action**

Interim President David Cross made a motion to accept the bid from Gifford Construction for the new office building. Director Jane Heinan seconds the motion. Motion passes unanimously.

**10. Oral Communications:**

These Comment sessions are for information and reporting purposes only. Board action cannot be taken. If it becomes apparent that action is necessary or desired, the matter(s) will be scheduled on a subsequent board agenda.

**10-1 Board Members:** There was a discussion about edenvillageusa.org building in the old trailer park.

**10-2 Staff Members:** General Manager had secured a grant for around 40,000 for the Shasta Fire Department.

**11. Adjourn:** 7:49 PM

In compliance with the Americans with Disabilities Act, the Shasta Community Services District will make available to any member of the public who has a disability, a needed modification or accommodation, including an auxiliary aid or service, in order for that person to participate in the public meeting. A person needing assistance should contact the district office by mail at PO Box 2520 Shasta, CA 96087 48 hours prior to the meeting. Accommodations may include, but are not limited to, interpreters, assistive listening devices, accessible seating, or documentation in an alternate format. If requested, this document and other agenda materials can be made available in an alternative format for persons with a disability who are covered by the Americans with Disabilities Act

---

**Interim Board President**

---

**Secretary of the Board**

## Shasta CSD Board Opening

Gentlemen,

My name is Randall W. Smith (Randy) I have lived in the district over 25 years and would be glad to fill the current vacancy. The only problem is that I would not be available to meet on Wednesday evenings but would be available any other time on Wednesdays before 5 PM. Thursday evenings would be fine for me. As for my background, I am retired now but worked at Chicago Title in Redding as chief title officer for 18 years and Western Title in the same position prior to that so I have a lot of local knowledge. The only volunteer office I have held is Chairman of the board of deacons at Shasta Baptist Church and as such I am CEO for our church. My contact information is below if you would like to interview me. Thank you for your consideration.



Randy Smith

11470 Benson Dr.

PO Box 477

Shasta, Ca. 96087

530-241-4531



# SHASTA COUNTY

Cathy Darling Allen, County Clerk/Registrar of Voters


County Clerk/Elections Department / [www.elections.co.shasta.ca.us](http://www.elections.co.shasta.ca.us)  
1643 Market St., Redding, CA 96001 / PO Box 990880, Redding, CA 96099-0880  
Phone: 530-225-5730 / FAX: 530-225-5454 / CA Relay Service: 711 or 800-735-2922

**Certificate of County Clerk of  
Qualified Candidates to be Appointed in-Lieu of Election for  
the General Election of November 8, 2022**

STATE OF CALIFORNIA }  
COUNTY OF SHASTA } ss.

I, Cathy Darling Allen, Shasta County Clerk, do hereby certify pursuant to the provisions of Section 10515 of the Elections Code, that each of the attached named candidates has filed a declaration of candidacy for the office of Director and that the number of candidates who have filed for that office of the said district does not exceed the number of offices to be filled at said election and respectfully request that these said candidates be appointed at a meeting held prior to Monday, November 28, 2022.

WITNESS my hand and Official Seal this 6<sup>th</sup> day of October, 2022.

  
\_\_\_\_\_  
CATHY DARLING ALLEN  
Shasta County Clerk/Registrar of Voters





**Certified List of Qualified Special District Candidates**  
**Appointed in-Lieu of Election for the**  
**General Election of November 8, 2022**

Special Districts	Open Seats	Candidate	Address	City, State, Zip
ACID Director Division 1	1	Ronnean Lund	5551 Willow Rd	Redding, CA 96001
ACID Director Division 2	1	Audie Butcher	5621 Balls Ferry Rd	Anderson, CA 96007
Burney Fire Protection District	3	Irene May Pamela Grant No one filed	37159 Galena Cir 20040 Hudson St	Burney, CA 96013 Burney, CA 96013
Burney Water District	3	James Hamlin No one filed No one filed	20541 Burney Ct	Burney, CA 96013
Castella Fire Protection District	2	No one filed No one filed		
Castella Fire Protection District-2yr	1	No one filed		
Centerville Community Services District	3	Larry Whitehead Mark Oliver Larry F. Hopson	15661 Prospect Dr 15754 Horseless Carriage Dr 14955 Middletown Park Dr	Redding, CA 96001 Redding, CA 96001 Redding, CA 96001
Cottonwood Fire Protection District	3	Lisa M Pruitt Arthur W. Parham, Jr. Jeffrey R. Alderman	3226 Chestnut St 3535 Babiarz Ct 19936 Little Woods Rd	Cottonwood, CA 96022 Cottonwood, CA 96022 Cottonwood, CA 96022
Cottonwood Water District	2	Nicholas Shidlovsky No one filed	3668 Park Dr	Cottonwood, CA 96022
Fall River Valley Community Services District	3	Brett Hendrix Tyler Dewitt No one filed	PO Box 45 25110 Old Reynolds Rd	Fall River Mills, CA 96028 Fall River Mills, CA 96028 Fall River Mills, CA 96028
Happy Valley Fire Protection District	3	Matthew Dalton Dennis Stone Jim Barry	15760 Cloverdale Rd 16568 Palm Ave 17060 Palm Ave	Anderson, CA 96007 Anderson, CA 96007 Anderson, CA 96007
Igo-Ono Community Services District	2	Brenda Bailey-Sandifer Kelly Shreeve	11625 Rainbow Lake Rd 7644 Archer Rd	Igo, CA 96047 Igo, CA 96047
Mayers Memorial Hospital District	2	Les Cufaupe Jeanne Utterback	PO Box 577 641-055 Iris Rd	Fall River Mills, CA 96028 Mc Arthur, CA 96056
Millville Fire Protection District	3	No one filed No one filed No one filed		
Shasta Community Services District	3	Brent Lemler David Cross No one filed	10083 Tilton Mine Rd 15588 Old Stage Coach Rd	Redding, CA 96001 Redding, CA 96001
Shasta Lake Fire Protection District	2	Rose Smith Ted Chase	4243 Main St 13627 Beacon St	Shasta Lake, CA 96019 Shasta Lake, CA 96019
Anderson Fire Protection District	3	Judi Duncan Chad Downing Patricia A. Clarke	3371 Bardick Rd 1988 Spruce Cir 3376 Bardick Rd	Anderson, CA 96007 Anderson, CA 96007 Anderson, CA 96007
Anderson Fire Protection District - 2 yr	1	Melissa Ferkey	2643 Tremonto Rd	Anderson, CA 96007
Fall River Valley Fire Protection District	2	Scott Gallion Joseph M. Bruce	25379 Glenburn Rd 26437 Grove St	Fall River Mills, CA 96028 McArthur, CA 96056

**REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS**

**BOARD MEETING DATE:** March 14, 2023

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

**SUBJECT:**

Take the following actions regarding the Western Shasta Resource Conservation District Board of Directors: (1) Determine that Kathy Grissom and Matt Plummer have demonstrated interests in soil and water conservation; (2) appoint Kathy Grissom to the remainder of a four-year term to November 29, 2024; and (3) appoint Matt Plummer to the remainder of a four-year term to November 27, 2026.

**DEPARTMENT:** Clerk of the Board

**Supervisory District No. :** All

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

**STAFF REPORT APPROVED BY:** Mary Williams, Deputy County Executive Officer

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

**RECOMMENDATION**

Take the following actions regarding the Western Shasta Resource Conservation District Board of Directors: (1) Determine that Kathy Grissom and Matt Plummer have demonstrated interests in soil and water conservation; (2) appoint Kathy Grissom to the remainder of a four-year term to November 29, 2024; and (3) appoint Matt Plummer to the remainder of a four-year term to November 27, 2026.

**DISCUSSION**

The Western Shasta Resource Conservation District (WSRCD) has a seven-member Board of Directors (Board) per Public Resources Code (PRC) sections 9151 et seq. In 1992, the WSRCD Board elected for District Directors to be appointed by the Board of Supervisors in lieu of elections provided for in PRC section 9314(c).

The WSRCD Board has two vacancies, one dating from 2019 and one from 2022, both due to prior Board members stepping down from their positions. Kathy Grissom and Matt Plummer both submitted applications for the vacant seats. The WSRCD Board has unanimously recommended that the Board of Supervisors appoint: 1) Kathy Grissom to the remainder of a four-year term to November 29, 2024; and 2) Matt Plummer to the remainder of a four-year term to November 27, 2026.

PRC section 9314(c) states that:

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

Kathy Grissom and Matt Plummer have each demonstrated an interest in soil and water conservation based upon the submitted applications and approval by the WSRCD Board.

**ALTERNATIVES**

The Board may decline to make the appointments and direct District staff to post another Notice of Vacancy.

**OTHER AGENCY INVOLVEMENT**

The District Board supports the recommended action.

**FISCAL IMPACT**

Costs associated with assisting committees and commissions with appointments and reappointments are included in the Clerk of the Board's adopted budget.

**ATTACHMENTS:**

Description	Upload Date	Description
Grissom Application	2/17/2023	Grissom Application
1/25/23 WSRCD Minutes	2/17/2023	1/25/23 WSRCD Minutes
Plummer Application + Landowner Rep Form	2/28/2023	Plummer Application + Landowner Rep Form
2/22/23 WSRCD Minutes	2/28/2023	2/22/23 WSRCD Minutes



**Western Shasta Resource Conservation District  
Director/Associate Director Questionnaire for Candidates**

Name Kathy Grissom Date \_\_\_\_\_

Address \_\_\_\_\_

Phone \_\_\_\_\_

Fax \_\_\_\_\_

Email \_\_\_\_\_

Present Occupation retired teacher / substitute teacher

Education Level BA English, MA Education, General ed & Special ed

Past Work Experience past 30 years teacher of <sup>teaching credential</sup> behaviorally & emotionally  
disturbed students, prior to that 3 years for CCC & various youth organizations

Preferred Term ☐ Term Ending 11-02 ☐ Term Ending 11-04 ☒ No Preference

Why do you wish to become an RCD Director or Associate Director?

Nothing is more important to me than doing all I can to restore & preserve our many natural resources. If there is anything I can offer to the board, I would like to be considered.

Which RCD activities and programs particularly interest you and why?

I'm most interested in any projects that restore or enhance habitat for native plants & for wildlife. In looking at the latest Annual Report, that might include the various creek projects that improve fish passage & revegetation.

What goals do you have in mind for the RCD? What would you like to see accomplished during your term?

I have much to learn about the workings of the RCD and my goal at this time would be to educate myself & learn from the other board members.

What are your hobbies? (Optional)

I enjoy working around my 5 acres & taking care of my animals. I enjoy trail riding & belong to the Shasta Trinity Backcountry Horsemen.

I enjoy going camping, & on fishing & hunting trips with my boyfriend, although I spend little time fishing & none hunting. I spend my time exploring the areas we go & reading in the sunshine.

I also belong to several local environmental groups - Shasta Environmental Alliance & <sup>Page 40 of 217</sup> Sierra Club & North State Climate Action.

**APPLICATION TO BE A  
MEMBER OF THE BOARD OF DIRECTORS  
for the Western Shasta Resource Conservation District**

Pursuant to Section 9314 of the Public Resources Code, the Western Shasta Resource Conservation District has requested, by resolution, that the Board of Supervisors appoint Directors of the above district in lieu of an election

**To the Board of Supervisors:**

I do hereby make application to the Board of Supervisors for appointment as a Director of the Western Shasta Resource Conservation District, and submit the names of no less than ten (10) valid registered voters living in the resource conservation district. I understand these names will be verified by the County Elections Department as to their registration status and a street name must be given, not a P.O. box number or mail route number.




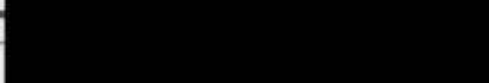

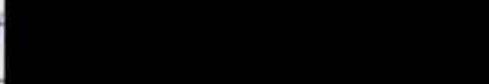
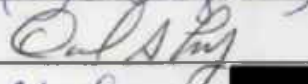
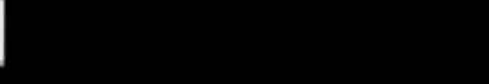
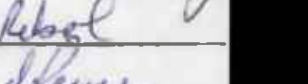
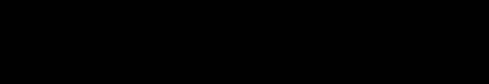
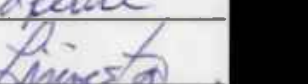
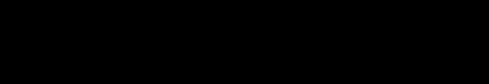
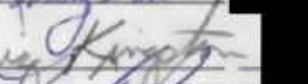
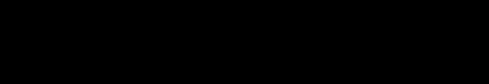
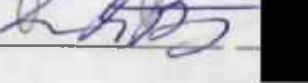



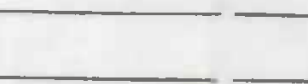

Printed Name of Applicant: Kathy Grissom

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

Street address: \_\_\_\_\_

Signature of Applicant: Kathy Grissom

**ONLY REGISTERED VOTERS IN THE DISTRICT ARE QUALIFIED TO SIGN BELOW**

Printed Name	Signature	Residence Address (or P.O. box number)
1. Cathy Brightman		
2. Tom Brightman		
3. Mary Ann McLean		
4. Tamra Plaga		
5. David S. Ledger		
6. Peggy Rebel		
7. Teddy Pearce		
8. John Kingston		
9. CRAIG KINGSTON		
10. Maureen Roenstine		
11. _____	_____	_____
12. _____	_____	_____
13. _____	_____	_____
14. _____	_____	_____
15. _____	_____	_____



6270 Parallel Road, Anderson, CA 96007-4833 · Phone: (530) 365-7332 · Fax: (530) 365-7271

Western Shasta Resource Conservation District

**MINUTES OF THE REGULAR BOARD MEETING**

Wednesday, January 25, 2023, 1:03 p.m. to 02:41 p.m.

**MEETING**

**Board Members Present:** Dennis Heiman (President), Lois Kaufman (Director), John Moore (Director), Mike Berry (Director), and Robert Bailey (Director)

**Others Present:** Alicia Herrera (NRCS) Maureen Teubert, Sharon McBroome, Kelli Middlebrooks, Holly Starks, and Andrea Claassen (WSRCD Staff)

Dennis Heiman, President, called the meeting to order at 1:03 p.m.

**Consent Agenda:** The board reviewed the consent agenda. Sharon remarked that the minutes included were from the December meetings. She also reviewed some of the financial reports that were included in the board packet. It was asked that a roll call vote be done since John was attending the meeting via zoom.

By motion made, seconded (Berry/Kaufman) and unanimously carried, the Board of Directors approved the financials of the consent agenda.

**Additions/Changes to Agenda:** None

**Public Comment Period:** None.

**Correspondence:** Kathy Grissom dropped off a tribute article about Allan Hill that was in the Backcountry Horseman paper. Maureen also reviewed CalFire's general public comment request for their State Responsibility Area Fire Hazard Severity Zone Map. A flyer was also passed around an event flyer for participation at the Earth Day Festival that will be held at Caldwell Park.

**NRCS Report:** Litza sent a report that was included in the board packet and Alicia Herrera reviewed the report.

**CARCD Update:** Maureen gave an update that the first district managers meeting with the new CARCD executive director will be tomorrow.

**Old Business:**

**7.1 Continuation of Hybrid Meetings:** The board reviewed the current COVID-19 conditions. John Moore asked that the continuation of the hybrid meetings be added to the consent agenda.

By motion made, seconded (Berry/Bailey) and unanimously carried, the Board of Directors approved continuing hybrid meetings.



**7.2 Board Vacancy:** The board reviewed the board member application that was submitted by Kathy Grissom.

By motion made, seconded (Moore/Berry) and unanimously carried, the Board of Directors approved the application of Kathy Grissom to become a WSRCD Board Director.

**7.3 BOR Negotiation Update:** Maureen updated the board that the debt letter should be received sometime next week. The amount due will be \$616,483.37.

#### **New Business**

- **8.1 18-32F FEMA CTP Anderson Creek/Tormey Drain Flood Studies- Pacific Hydrologic Contract Approval:** Maureen reviewed the staff report for the 18-32F FEMA CTP Anderson Creek/Tormey Drain Flood Studies- Pacific Hydrologic Contract that was included in the board packet. Discussion was made on sole sourcing due to the extensive knowledge of the recommended contractor. Mike remarked on the fish habitat in Anderson Creek and to make sure the contractor keeps that in mind.

By motion made, seconded (Bailey/Berry) and unanimously carried, the Board of Directors approved the recommended contractor selection of Pacific Hydrologic Inc for the 18-32F FEMA CTP Anderson Creek/Tormey Drain Flood Studies.

- **8.2 CEQA NOE Review CARCD/USFS Post Fire Disaster Recovery 35-62:** Holly reviewed the staff report for the CEQA NOE Review CARCD/USFS Post Fire Disaster Recovery for 35-62.

By motion made, seconded (Berry/Kaufman) and unanimously carried, the Board of Directors approved the CEQA NOE for CARCD/USFS Post Fire Disaster Recovery.

- **8.3 CEQA Project-Specific Analysis Review for CalVTP Northern California Veterans Cemetery Project:** Andrea reviewed the staff report for the CEQA Project-Specific Analysis Review for CalVTP Northern California Veterans Cemetery Project that was included in the board packet. She also reviewed the CalVTP program process. Discussion was made on making sure there will be coordination between the Veterans Cemetery and the project manager to make sure there will be no disturbance with services and ceremonies being held at the Veterans Cemetery.

By motion made, seconded (Bailey/Berry) and unanimously carried, the Board of Directors approved the PSA Determination, adopted the project MMRP, adopted the CEQA findings, adopted the statement of overriding considerations, approved the project, and approved the filing of the CEQA Notice of Determination for the CalVTP Northern California Veterans Cemetery Project.

- **8.4 Policy Committee Meetings Schedule –** Maureen and Kelli reviewed the WSRCD Policy Committee Meeting schedule that was included in the board packet. A meeting should be scheduled before the March board meeting on March 22<sup>th</sup>.
- **8.5 DM Report –** Maureen reviewed the district managers report that was included in the board packet.



Closed Session: None

Agenda Item(s) for Next Meeting: February 22, 2023 next Meeting @ 09:00 am.

**Adjourn:** By motion made, seconded (Kaufman/Bailey) and unanimously carried, the regular meeting was adjourned at 02:41 p.m.

DRAFT



**APPLICATION TO BE A  
MEMBER OF THE BOARD OF DIRECTORS  
for the Western Shasta Resource Conservation District**


*Pursuant to Section 9314 of the Public Resources Code, the Western Shasta Resource Conservation District has requested, by resolution, that the Board of Supervisors appoint Directors of the above district in lieu of an election*

**To the Board of Supervisors:**

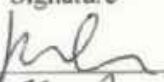

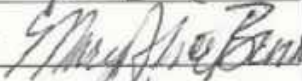
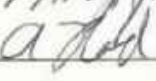
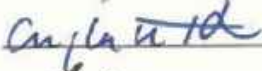

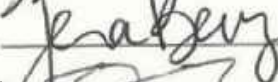


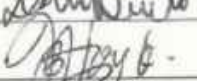
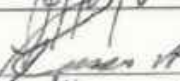
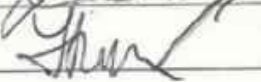

I do hereby make application to the Board of Supervisors for appointment as a Director of the Western Shasta Resource Conservation District, and submit the names of no less than ten (10) valid registered voters living in the resource conservation district. I understand these names will be verified by the County Elections Department as to their registration status and a street name must be given, not a P.O. box number or mail route number.

Printed Name of Applicant: Matt Plummer Date: 2/2/23

Street address: 

Signature of Applicant: 

**ONLY REGISTERED VOTERS IN THE DISTRICT ARE QUALIFIED TO SIGN BELOW**

Printed Name	Signature	Residence Address (No PO Box or route numbers)
1. <u>Kelsi Sprague</u>		
2. <u>Mary Alice Bennett</u>		
3. <u>Aaron Rodriguez</u>		
4. <u>Ayla Tucker</u>		
5. <u>DOE LASSIE</u>		
6. <u>Jenna Berry</u>		
7. <u>Wesley Tucker</u>		
8. <u>DARYN HOWLAND</u>		
9. <u>Daniel Bennett</u>		
10. <u>Jeanine Hyle</u>		
11. <u>Russell Hyle</u>		
12. <u>Lindsey Reiman</u>		
13. _____	_____	

To:

Western Shasta Resource Conservation District Board

Shasta County Board of Supervisors

As a resident and property owner within the Western Shasta Resource Conservation District, I hereby authorize Matt Plummer to be an agent on my behalf and representative for me on the Western Shasta Resource Conservation District Board.

Jeannine Hayte

Full Name

[Signature]

Signature

02/02/23

Date

Phone:

Address:

**Western Shasta Resource Conservation District  
Director/Associate Director Questionnaire for Candidates**

Name Matt Plummer Date 2/6/2023

Address [REDACTED]

Phone [REDACTED] Fax [REDACTED] Email [REDACTED]

Present Occupation Corporate trainer, consultant, campaign manager

Education Level Bachelors of Science in Mechanical Engineering & Psychology

Past Work Experience Extensive experience as a manager, leader, and founder.

Statewide and local public policy experience, extensive consulting with nonprofits

Preferred Term ☐ Term Ending 11-02 ☐ Term Ending 11-04 ☒ No Preference

Why do you wish to become an RCD Director or Associate Director?

Many of the biggest challenges facing California & our region are related to our environment and natural resources. As we face increasing threats from drought, atmospheric rivers, and wildfires - and push to limit carbon emissions, we must do a good job of managing our environmental resources. I want to be part of ensuring we maintain & improve our environmental assets for the generations to come. I also love the outdoors - summited Shasta and Whitney & hike regularly.

Which RCD activities and programs particularly interest you and why?

I am most interested in RCD's forest health and defensible space work. While we had a lighter year this past year, the constant threat of devastating wildfires is not acceptable. I want to be part of the answer to managing our forests well so we never have a Carr Fire again. I was grateful to be able to help develop a system for distributing \$1M to Carr Fire victims, but I'd rather prevent future fires. I also am interested in the wetland and riparian habitat restoration work. As someone who spends time hiking in and around creeks and rivers almost every weekend, I care deeply about preserving these spaces for recreational use and for wildlife.

What goals do you have in mind for the RCD? What would you like to see accomplished during your term?

My primary goal would be to reduce wildfire risk in areas in the RCD that fall into CalFires' "very high fire hazard severity zones." I'd like to continue the fuel break and fuel reduction projects already underway, add additional ones, and explore opportunities to educate and provide technical assistance to private landowners to increase their defensible space. Related, I'd like to explore ways to ensure native trees regrow in the Carr Fire burn scar area, as a new study by UC Davis shows that different, less fire-resistant trees are growing in the burned areas.

What are your hobbies? (Optional)

I spend a lot of time with my 3 daughters (4, 7, and 9) outside of work. We enjoy hiking at Whiskeytown, Clear Creek, Lassen, Shasta, and essentially everywhere else in the surrounding area. When on my own, I like hiking and climbing and long-distance running. I charted my own 50-mile run through Lassen and am making plans to complete the John Muir trail this summer.

I also enjoy public policy. I've worked on 2 gubernatorial campaigns as campaign manager, drafting policy positions on topics such as wildfire prevention, water, and energy. I also was campaign manager for a Redding city council candidate, where I performed a similar role. I recently started a newsletter called The California Quest to explore key policy proposals from both sides.





6270 Parallel Road, Anderson, CA 96007-4833 · Phone: (530) 365-7332 · Fax: (530) 365-7271

Western Shasta Resource Conservation District

**MINUTES OF THE REGULAR BOARD MEETING**

Wednesday, Feb 22, 2023, 9:04 p.m. to 11:31 p.m.

**MEETING**

**Board Members Present:** Dennis Heiman (President), Lois Kaufman (Director), John Moore (Director), Mike Berry(Director)

**Others Present:** Kathy Grissom, Matt Plummer (Public Guests), Maureen Teubert, Sharon McBroome, Kelli Middlebrooks, Holly Starks, and Karl Drexel (WSRCD Staff)

Dennis Heiman, President, called the meeting to order at 9:04 a.m.

Dennis Heiman asked that the guests Kathy and Matt introduce themselves. Both did and they expressed their interest in being on the WSRCD Board of Directors.

**Consent Agenda:** The board reviewed the consent agenda. Sharon reviewed some of the financial reports that were included in the board packet.

By motion made, seconded (Kaufman/Berry) and unanimously carried, the Board of Directors approved the financials of the consent agenda.

**Additions/Changes to Agenda:** Maureen asked that item 8.6 include an action with the review.

**Public Comment Period:** None

**Correspondence:** Maureen reviewed the CSDA call for nominations for board members for a 2 year term for 2024 to 2026. Each region has 3 seats and she passed around the expectations page if anyone is interested. She also reviewed some request for boothing for a health fair in Burney. She remarked that the WSRCD will have a booth at Clean CA Community Days Festival on March 25<sup>th</sup>, be involved in Trout in the Classroom, and see if staff is interested in the Earth Day event at Caldwell Park.

**NRCS Report:** Maureen reviewed that the current NRCS agreement 19-04B may be extended and potentially more money added to it, or a new agreement will be put in place when the current one ends.

**CARCD Update:** Maureen mentioned that the virtual portion of their annual conference will be starting at the beginning of March 6th, and she will send out the information to the board members.

**Old Business:**



**7.1 Brown Act Rules Regarding Remote Meetings When State of Emergency Ends:** Sharon and Maureen reviewed the CSDA article titled "2022 News Laws Series, Part 4: Brown Act Updates on Teleconferencing, Agenda Posting, and Disruptions of Board Meetings". It was discussed that this item should be discussed by the policy committee, and a policy should be created to address the new requirements regarding AB 2449.

**7.2 Board Vacancy:** The board reviewed the board member application that was submitted by Matt Plummer that was included in the board packet. Maureen reviewed the board committees that the WSRCD has, and goals and strategic planning that the board is starting to develop. Discussion was also made on project development and how the WSRCD received funding.

By motion made, seconded (Berry/Kaufman) and unanimously carried, the Board of Directors approved appointing Matt Plummer to the WSRCD Board of Directors.

#### **New Business**

- **8.1 19-40 CEQA Lead Agency Request:** Maureen reviewed the 19-40 CEQA Lead Agency staff report request that was included in the board packet. Mike asked if the WSRCD knows their roll with the Shasta County Fire Safe Council and this project with all the changes they are having. Maureen responded yes, and she reviewed the current tasks the WSRCD is responsible for.

By motion made, seconded (Bailey/Berry) and unanimously carried, the Board of Directors approved Resolution 23-02 for the Shasta Wildfire Mitigation Program Pilot Project(Whitmore) CEQA Lead Agency Request,.

- **8.2 2022 Annual Report:** Maureen reviewed the cost of the previous annual report that was printed and that she will be working on the 2022 one. Discussion was made on having the reports available at the events that the WSRCD will be attending.

By motion made, seconded (Berry/Kaufman) and unanimously carried, the Board of Directors approved spending up to \$2,000 on printing copies of the 2022 Annual Report.

- **8.3 USFS I5 Corridor Forest Health Grant Resolution:** Maureen reviewed the USFS I-5 Corridor Forest Health Grant Resolution staff report that was included in the board packet. She also reviewed the application and work that would be performed with the grant funds.

By motion made, seconded (Kaufman/Berry) and unanimously carried, the Board of Directors approved Resolution 23-01 for the USFS I5 Corridor Forest Health Grant.

- **8.4 Shasta LAFCO Ballot –** Maureen reviewed the Shasta LAFCO Ballot and candidate information that was included in the board packet. Discussion was made on the candidates and none of the board had a recommendation.
- **8.5 Finance Committee Meeting for Mid-Year Budget Review –** Discussion was made on having a Finance Committee meeting before the next regular board meeting. Sharon remarked that there are only 2 members on the committee and Matt remarked that he is interested in being on the committee if he is appointed to the board. They tentatively scheduled the finance committee meeting for March 22 at 9:00 am.



By motion made, seconded (Berry/Moore) and unanimously carried, the Board of Directors approved Matt Plummer to be on the Finance Committee if he is appointed by the County.

- **8.6 Building Lease Update** – Maureen remarked that the landlord and his daughter would be coming by in the afternoon to discuss the building lease renewal and it was short notice. Discussion was made on current cost per square foot on similar buildings and that the current lease is a really good deal at \$2,000 a month. Kelli remarked that the next door building is listed at \$0.60/sq ft and we are currently at about \$0.14/sq ft. Discussion was made on giving Maureen authorization of approving the lease if it was below a certain threshold and anything above should be reviewed by the board. Karl remarked that the WSRCD is doing well with the current 05 budget, and it could support a jump in the building lease.

By motion made, seconded (Berry/Kaufman) and unanimously carried, the Board of Directors approved approving a new lease up to \$4,000 a month.

- **8.5 DM Report** – Maureen reviewed the district managers report that was included in the board packet.

**Closed Session:** None

**Agenda Item(s) for Next Meeting:** March 29, 2023, next Meeting @ 09:00 am.

**Adjourn:** By motion made, seconded (Kaufman/Bailey) and unanimously carried, the regular meeting was adjourned at 11:31 a.m.

**REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS**

**BOARD MEETING DATE:** March 14, 2023

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

**SUBJECT:**

Approve an agreement with Nancy Southworth for legal services and delegate authority to County Counsel to authorize hourly rate increases not to exceed 20% over the initial rates during the term of the agreement.

**DEPARTMENT:** County Counsel

**Supervisory District No. :** All

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

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

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

**RECOMMENDATION**

Take the following actions: (1) Approve an agreement with Nancy Southworth with no maximum compensation to provide legal services related to child dependency cases effective March 20, 2023, for the period of five years or until the completion of the matter(s) and case(s) assigned to the firm; and (2) approve and authorize County Counsel to increase the hourly rate in an amount not to exceed 20% over the initial rates during the term of the agreement.

**DISCUSSION**

There is an immediate need for additional legal services provided to the Health & Human Services Agency in cases arising out of Welfare & Institutions Code section 300 et seq. This area of law is particularly specialized and requires that attorneys handling these cases be certified to do so. Nancy Southworth is experienced in representing counties in these matters, has the necessary certification, and is available to assist.

**ALTERNATIVES**

The Board could choose to enter into an agreement with another firm, not enter into the contract, or provide other direction.

**OTHER AGENCY INVOLVEMENT**

Risk Management has approved the agreement. The Recommendation has been reviewed by the County Administrative Office.

**FISCAL IMPACT**

The total amount to be paid will depend upon the number of hours involved in resolving matters or providing advice. Generally, costs of representation will be allocated to the appropriate department through the County's cost plan accounting process. Costs for contracted legal services are included in the applicable department's budget.

ATTACHMENTS:

Description	Upload Date	Description
PSA Legal Services	3/9/2023	PSA Legal Services

## **AGREEMENT FOR LEGAL SERVICES**

THIS AGREEMENT, dated March 14, 2023, is made by and between COUNTY OF SHASTA, through its OFFICE OF THE COUNTY COUNSEL ("COUNTY") and NANCY SOUTHWORTH, Attorney-at-Law ("FIRM").

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

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

NOW, THEREFORE, COUNTY and FIRM agree as follows:

1. **PERIOD OF PERFORMANCE**

This Agreement shall begin March 20, 2023, and shall continue for five years or until the completion of the matter(s) and case(s) identified in this Agreement in Attachment A (and any other matter(s) or cases COUNTY, through its County Counsel, assigns to FIRM as provided in this Agreement), whichever is later, or until this Agreement is terminated pursuant to the provisions of paragraph 6 or paragraph 7.

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

FIRM shall act as counsel to COUNTY and its officers and employees in matters or cases assigned to firm. The FIRM's services shall include remote participation, unless otherwise agreed upon in writing or by specific request.

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

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

FIRM shall coordinate with County Counsel in performing services under this Agreement, or to the County staff, as requested, regarding the matters or cases it is handling.

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

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

3. **REPORTING REQUIREMENTS**

FIRM shall provide County Counsel with a reports for any cases if requested by County Counsel

4. **COMPENSATION**

A. **Fees**

FIRM shall provide legal services at the following billing rates:

Attorney: The minimum charge shall be \$2,500 per week. Any hours worked in a week in excess of 10 hours shall be billed at \$250 per hour. For purposes of this agreement, a week shall commence on Sunday and end on Saturday. In the event the agreement ends in the middle of a week, the weekly minimum charge shall be prorated.

B. **Expenses**

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

1. Reimbursable ordinary expenses shall include, but not be limited to:

- (a) Deposition fees.
- (b) Transcript fees.
- (c) Messenger service.
- (d) Process service.
- (e) Document reproduction by an outside vendor.

2. Reimbursable extraordinary expenses shall include charges for which FIRM has obtained County Counsel's prior approval. Such expenses shall include, but not be limited to:

- (a) Consultants' fees.
- (b) Expert witnesses' fees.
- (c) Expenses for travel.

- (d) Investigative services costs.
  - (e) Other expenses approved in advance by County Counsel.
- 3. Non-reimbursable expenses shall include, but not be limited to:
  - (a) Staff time or overtime for performing secretarial, clerical, or word processing functions.
  - (b) Charges for time spent to provide necessary information for COUNTY audits or billing inquiries.
  - (c) Charges for work performed which had not been authorized by COUNTY. Such work shall be a gratuitous effort by FIRM.
  - (d) Charges for photocopies.
  - (e) Charges for online legal research.

5. **BILLINGS AND PAYMENTS**

A. **Billings**

- 1. FIRM shall submit its itemized billing statement monthly to County Counsel.
- 2. The original billing statement(s) and one copy shall be submitted to:  
  
County Counsel  
1450 Court Street, Suite 332  
Redding, California 96001
- 3. Each billing statement shall be itemized in a time reporting format acceptable to COUNTY and shall include original invoices for reimbursement of expenses. FIRM understands that COUNTY's Auditor/Controller will not reimburse FIRM for expenses unless the original invoice is submitted.
- 4. FIRM shall have and maintain all backup documentation to support all entries included in the monthly billing statement. Such documentation shall be in a form subject to audit and in accordance



with generally accepted accounting principles. FIRM shall make such documentation available to auditors upon request and in accordance with paragraph 11.E.

**B. Payments**

1. COUNTY shall review all billing statements.
2. COUNTY shall make its best effort to process payments promptly after receiving FIRM's monthly billing statement. COUNTY shall not pay interest or finance charges on any outstanding balance(s).
3. Payment may be made via ACH or other mutually agreed payment method.

**6. TERMINATION**

This Agreement may be terminated in whole or in part at any time COUNTY, in its sole discretion, deems termination to be in its best interest. COUNTY shall terminate services by delivering to FIRM a written Termination Notice specifying the extent to which services are terminated and the effective termination date. FIRM may terminate on ninety (90) days' written notice. During the ninety (90) day notice period, FIRM shall at COUNTY's request, transfer pending files or complete specified services, which may include a final report.

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

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

**8. CLOSING REPORT UPON TERMINATION**

After termination of this Agreement, upon COUNTY's request, FIRM shall deliver a *Closing Report* to COUNTY that describes the status of any case and any upcoming events or deadlines.

**9. NOTICES**

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

A. If to COUNTY:

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

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

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

B. If to FIRM:

Nancy Southworth  
855 Harter Pkwy Ste 260  
Yuba City, CA 95993

By email to: Southworthlawoffice@gmail.com

10. **ASSIGNMENT**

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

11. **STANDARD TERMS AND CONDITIONS**

A. **Indemnification**

- 1. FIRM shall indemnify and hold harmless COUNTY, its elected officials, officers, employees, agents, and volunteers against all claims, suits, actions, costs, expenses, audit exceptions (including, but not limited to, reasonable attorney's fees of County Counsel and counsel retained by COUNTY, expert fees, litigation costs, and investigation costs), damages, judgments, or decrees by reason of any person's or persons' loss or injury, including death, or property loss or damage (including property of COUNTY) arising from the negligent acts, willful acts, or errors or omissions of FIRM or any of FIRM's subcontractors, any person employed under FIRM, or under any subcontractor, or in any capacity during the progress of the work or the provision of services undertaken pursuant to this agreement, except when the injury or loss is caused by the sole negligence or intentional wrongdoing of COUNTY.

2. FIRM shall also defend and indemnify COUNTY for any adverse determination made by the Internal Revenue Service or the State Franchise Tax Board and/or any other taxing or regulatory agency and shall defend, indemnify, and hold harmless COUNTY with respect to FIRM's "independent contractor" status that would establish a liability on COUNTY for failure to make social security deductions or contributions or income tax withholding payments, or any other legally mandated payment. This provision shall survive the termination, expiration, or cancellation of this agreement.
3. For professional services provided under this agreement, FIRM shall indemnify, and hold harmless COUNTY, its elected officials, officers, employees, agents, and volunteers from and against any and all claims, demands, actions, losses, liabilities, damage, and costs, including reasonable attorneys' fees, arising out of or resulting from the negligent performance of the professional services provided under this agreement or from recklessness or willful misconduct.
4. FIRM shall also, at FIRM's own expense, defend the COUNTY against any suit or action brought against COUNTY founded upon any claim, action or proceeding which is based upon the work or the provision of services undertaken pursuant to this agreement.

**B. Insurance**

1. Without limiting FIRM's duty of indemnification, FIRM and any subcontractor shall obtain, from an insurance carrier authorized to transact business in the State of California, and maintain continuously during the term of this agreement Commercial General Liability Insurance, including coverage for owned and non-owned automobiles, and other insurance necessary to protect the COUNTY and the public with limits of liability of not less than \$1 million combined single limit bodily injury and property damage; such insurance shall be primary as to any other insurance maintained by COUNTY. The policy shall include an endorsement or amendment which names Shasta County, its elected officials, officers, employees, agents, and volunteers as additional insureds. If the above insurance is written on a Claims Made Form, the insurance shall be endorsed to provide an extended reporting period of not less than five years following termination of this Agreement.
2. FIRM hereby certifies that FIRM is aware of the provisions of section 3700 of the Labor Code, which requires every employer to insure against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of the Labor Code, and FIRM shall comply with such provisions before commencing the performance of the work or the provision of services pursuant to this agreement.

3. FIRM shall obtain and maintain continuously a policy of professional liability coverage with limits of liability of not less than \$2 million.
4. All insurance required by this Agreement shall be primary to and not contributing with any other insurance maintained by COUNTY

C. **Independent Contractor Status**

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

D. **Governing Laws**

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

E. **Record Retention and Inspection**

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

F. **Validity**

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

H. **Waiver**

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

12. **CONTRACT DOCUMENTS**

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

1. Attachment A - List of Assigned Matters and Cases

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

13. **COUNTERPARTS/ELECTRONIC, FACSIMILE, AND PDF SIGNATURES**

This agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each Party of this agreement agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act ("CUETA") Cal. Civ. Code §§ 1633.1 to 1633.17), for executing this agreement. The Parties further agree that the electronic signatures of the Parties included in this agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means an electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record pursuant to the CUETA as amended from time to time. The CUETA authorizes use of an electronic signature for transactions and contracts among Parties in California, including a government agency. Digital signature means an electronic identifier, created by computer, intended by the party using it to have the same force and effect as the use of a manual signature, and shall be reasonably relied upon by the Parties. For purposes of this section, a digital signature is a type of "electronic signature" as defined in subdivision (i) of Section 1633.2 of the Civil Code. Facsimile signatures or signatures transmitted via pdf document shall be treated as originals for all purposes

SIGNATURE PAGE FOLLOWS

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

\_\_\_\_\_  
Patrick H. Jones, Chariman  
Board of Supervisors  
County of Shasta  
State of California

ATTEST:

Mary W. Williams  
Acting Clerk of the Board of Supervisors

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

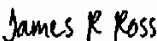
NANCY SOUTHWORTH




Approved as to form:

RISK MANAGEMENT APPROVAL

RUBIN E. CRUSE, JR  
County Counsel  
DocuSigned by:

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

DocuSigned by:  
By:   
0DBC25FD751A456...

**ATTACHMENT A**

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

Representing County of Shasta's Children and Family .

**REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS**

**BOARD MEETING DATE:** March 14, 2023

**CATEGORY:** Consent - Law and Justice-6.

**SUBJECT:**

Accept a donation of reimbursement from the Maurice & Marianne Johannessen Foundation for the purchase of a Concealed Carry Weapon permit printer and approve a budget amendment to recognize the donation.

**DEPARTMENT:** Sheriff

**Supervisory District No. :** All

**DEPARTMENT CONTACT:** Sean Pasley, Sheriff Records Specialist III (530)-245-6025

**STAFF REPORT APPROVED BY:** Michael L. Johnson, Sheriff-Coroner

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

**RECOMMENDATION**

Take the following actions: (1) Accept a donation of \$4,745.76 from the Maurice & Marianne Johannessen Foundation (Foundation) for the purchase of a Concealed Carry Weapon (CCW) permit printer for the purpose of printing CCW permits on Polyvinyl chloride (PVC) cards; and (2) approve a budget amendment increasing appropriations and revenue in the amount of \$4,746 to record the donation.

**DISCUSSION**

The current permit for Concealed Carry Weapon (CCW) applicants is a small three-page paper carbonless copy document. Once the permit holder completes the application process, the document is completed and the separate pages go to; the Department of Justice (DOJ), into the Sheriff's file for the permit holder, and to the permit holder.

The permit then goes through two-years of wear and tear until the permit holder needs to renew their permit. If the document is damaged, or rendered illegible, they must go to the Records Division and pay the current fee of \$13 for a replacement copy.

With the addition of this CCW printer, the Sheriff's Office will be able to issue PVC CCW permit cards similar to other government identification such as a driver's license. This card will have a watermark which will make the permit difficult to alter or counterfeit. The carbonless copy permit will still go to DOJ and a copy into the permit holders file in Records.

The Foundation provided a check payable to AlphaCard to pay for the purchase price of the printer and software along with certain printer accessories to assist in the transition from paper CCW permits to PVC card permits being issued to the permittee. Staff from the Sheriff's Office ordered the printer and software and the check from the Foundation was sent to the vendor for payment of the invoice.

The Sheriff's Office will work to implement the change to PVC cards which will include workflow process changes and will also require an analysis of staff time, material costs, and replacement costs which will likely necessitate requesting an adjustment to the local cost of CCW permits including the cost of a replacement should the permittee's CCW card become damaged or rendered illegible.

**ALTERNATIVES**

The Board may choose to not accept the donation of these funds which would require the Sheriff's Office to return the funds to the Foundation and to record payment to the vendor from appropriations in the Sheriff's Records budget.

**OTHER AGENCY INVOLVEMENT**

The County Administrative Office has reviewed this recommendation.

**FISCAL IMPACT**

The costs associated with the use of this printer, including costs for routine maintenance, supplies, technical support and other future associated costs will be included in future fiscal year Sheriff's budget requests. Sheriff's Office staff still need to conduct an analysis on the current CCW local fee and will return to the Board should increases in the fees be required as a result of this change. There is no additional General Fund impact with approval of this recommendation.

**ATTACHMENTS:**

Description	Upload Date	Description
Budget Memo-Worksheet	2/27/2023	Budget Memo-Worksheet
AlphaCard Invoice	2/27/2023	AlphaCard Invoice





# SHASTA COUNTY SHERIFF

Michael L. Johnson  
SHERIFF - CORONER

## INTERDEPARTMENTAL MEMORANDUM

TO: Nolda Short, Auditor-Controller  
FROM: Michael L. Johnson, Sheriff-Coroner  
DATE: February 24, 2023  
RE: FY 22/23 Sheriff Budget Amendment

*filed*  
*02-27-23*

Upon approval by the Board of Supervisors, please prepare a budget amendment as shown on the attached budget worksheet to increase appropriations and revenue \$4,746 in the Sheriff's Services budget which recognizes a donation from the Maurice & Marianne Johannessen Foundation, in the amount of \$4,745.76 for the purpose of providing to the Sheriff's Office an AlphaCard printer, software, and various printer accessories for CCW permit processes in the Sheriff's Office. Sheriff staff placed the order for the printer and the Foundation provided a check payable to the vendor for payment of the invoice.

### Sheriff - Services

DEPARTMENT NAME

#### APPROPRIATIONS INCREASE <DECREASE>

COST CENTER	ACCOUNT	ACCOUNT DESCRIPTION	BUDGET READS	BUDGET SHOULD READ	AMOUNT OF TRANSFER (+/-)
23570	035500	MINOR EQUIPMENT	4,500	9,246	4,746
TOTAL					4,746

#### REVENUE INCREASE <DECREASE>

COST CENTER	ACCOUNT	ACCOUNT DESCRIPTION	BUDGET READS	BUDGET SHOULD READ	AMOUNT OF TRANSFER (+/-)
23570	792500	DONATIONS/CONTRIBUTIONS	-	4,746	4,746
TOTAL					4,746



P.O. Box 95727, Chicago, IL 60694-5727  
 Telephone: (800) 717-8080 Fax: (503) 597-0907  
 www.AlphaCard.com

# Invoice

Date	Invoice #
11/30/2022	INV6965208

Page 1 of 2

Bill To				Ship To				
Shasta County Sheriff's Office Sean Pasley 300 Park Marina Circle Redding CA 96001 United States				Shasta County Sheriff's Office Sean Pasley 300 Park Marina Circle Redding CA 96001 United States				
Customer #		Order Number	Terms		Due Date		Account Manager	
1112024135		SO213811678	Net 30		12/30/2022		Kelsey Bergman	
Online Order #		PO #	Tracking #		Currency			Ship Via
		Sean Pasley- CCW Co...	391448487880 391452403906 391452402266 391452401855		USD			FedEx Ground®
Line	Item	Description	Ordered	Back Ordered	Shipped	Price	Total	Serial Number
1	ACP-PRO750-S11	AC Pro 750 System Bundle with AC ID Suite Light	1		1			
2	ACP-PRO750-D UO	Double-Sided ID Card Printer, PRO 750, . Includes Free Alphaguard Custom watermark.	1	0	1	2,141.99	2,141.99	75526310
3	ACIS-S11	ID Suite Standard Edition,	1	0	1	400.00	400.00	196600
4	ACP-750YMCK O300	Full Color YMCKO Ribbon, Compatible with the PRO750 printers- 300 prints	10	0	10	96.99	969.90	
5	80.030-GQ-WH	CR80, 30mil PVC Cards - White,FL,PP,GQ,100's (1000)	4	0	4	81.98	327.92	
6	LOH-960-000694	AC Logitech Webcam C270, USB 2.0 compatible	1	0	1	48.99	48.99	
7	ACP-PRO700-500-CLEANING	AlphaCard Cleaning Kit-Compatible with AlphaCard ID Card Printers	1	0	1	41.99	41.99	
8	TrueSupport-4	TrueSupport - 4 Years	1	0	1	530.00	530.00	
9		This order qualifies for free Super Saver Shipping for delivery in the Continental US within 7-10 days. Upgrade to FedEx Ground for \$25 or						



P.O. Box 95727, Chicago, IL 60694-5727  
 Telephone: (800) 717-8080 Fax: (503) 597-0907  
[www.AlphaCard.com](http://www.AlphaCard.com)

# Invoice

Date	Invoice #
11/30/2022	INV6965208

Page 2 of 2

Line	Item	Description	Ordered	Back Ordered	Shipped	Price	Total	Serial Number
10	End of Group	FedEx 3 Day Select for \$75 per printer.					4,460.79	
							Subtotal 4,460.79 Shipping Cost (FedEx Ground®) 0.00 Tax Total (Sales Tax 7.25%) 284.97 Total 4,745.76 Amount Due \$4,745.76	

**REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS**

**BOARD MEETING DATE:** March 14, 2023

**CATEGORY:** Consent - Public Works-7.

**SUBJECT:**

Take the following actions: (1) Approve an agreement with Mead & Hunt to provide on-call consulting services related to the Fall River Mills Airport; and (2) find the agreement to be exempt from the California Environmental Quality Act (CEQA) pursuant to State CEQA Guidelines section 15061(b)(3) and to not be subject to CEQA pursuant to section 15060(c)(2).

**DEPARTMENT:** Public Works

**Supervisory District No. :** 3

**DEPARTMENT CONTACT:** Al Cathey, Public Works Director, (530) 225-5661

**STAFF REPORT APPROVED BY:** Al Cathey, Public Works Director

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

**RECOMMENDATION**

Take the following actions: (1) Approve an agreement with Mead & Hunt in an amount not to exceed \$300,000 to provide on-call consulting services related to the Fall River Mills Airport effective date of signing through December 31, 2027; and (2) find the agreement to be exempt from the California Environmental Quality Act (CEQA) pursuant to State CEQA Guidelines section 15061(b)(3) and to not be subject to CEQA pursuant to State CEQA Guidelines section 15060(c)(2) because the activity will not result in a direct or reasonably foreseeable indirect physical change in the environment.

**DISCUSSION**

The Fall River Mills Airport (Airport) supports general aviation in Eastern Shasta County. Engineering and administrative work is periodically required to operate and maintain the facilities in compliance with applicable regulations. Routine functions are performed with County staff. Consultants are needed to assist with grant administration; design and engineering; environmental analysis and documentation; planning; and construction management for expected construction projects at the Airport.

A Request for Qualifications (RFQ) was advertised on July 18, 2022. Proposals were received from three firms. A selection committee of Public Works staff reviewed the proposals. Based on criteria in the RFQ, Mead & Hunt received the highest ranking. A proposed agreement has been negotiated and is recommended for approval.

**ALTERNATIVES**

The Board may decline to enter into the proposed agreement with Mead & Hunt, direct staff to renegotiate terms with Mead & Hunt, or reissue the RFQ.

**OTHER AGENCY INVOLVEMENT**

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

Recommendation has been reviewed by the County Administrative Office.

**FISCAL IMPACT**

The total compensation under the agreement shall not exceed \$300,000. Sufficient appropriations are included in the Adopted Fiscal Year (FY) 2022-2023 and projected FY 2023-24 Fall River Mills Airport Administration budget. Grant funds will cover the expenditures. The Fall River Mills Airport Administration fund may experience periods of negative cash while waiting for grant reimbursement.

**ATTACHMENTS:**

Description	Upload Date	Description
Mead & Hunt Agreement	2/28/2023	Mead & Hunt Agreement

**PERSONAL SERVICES AGREEMENT  
BETWEEN THE  
COUNTY OF SHASTA  
AND  
MEAD & HUNT, INC.**



**ON-CALL GRANT ADMINISTRATION, DESIGN/ENGINEERING, PLANNING,  
ENVIRONMENTAL, AND CONSTRUCTION MANAGEMENT SERVICES**

**FOR**

**FALL RIVER MILLS AIRPORT (O89)**

## TABLE OF CONTENTS

ARTICLE I INTRODUCTION .....	1
ARTICLE II INDEMNIFICATION .....	1
ARTICLE III EMPLOYMENT STATUS OF CONSULTANT .....	2
ARTICLE IV NONASSIGNMENT OF AGREEMENT; NON-WAIVER .....	2
ARTICLE V ENTIRE AGREEMENT; AMENDMENTS; HEADINGS; EXHIBITS/ APPENDICES .....	3
ARTICLE VI STATEMENT OF WORK/RESPONSIBILITIES OF CONSULTANT .....	3
ARTICLE VII RESPONSIBILITIES OF COUNTY .....	4
ARTICLE VIII CONSULTANT’S REPORTS OR MEETINGS .....	5
ARTICLE IX PERFORMANCE PERIOD .....	5
ARTICLE X ALLOWABLE COSTS AND PAYMENTS .....	6
ARTICLE XI TERMINATION.....	7
ARTICLE XII COST PRINCIPLES AND ADMINISTRATIVE REQUIREMENTS.....	8
ARTICLE XIII RETENTION OF RECORD/AUDITS .....	8
ARTICLE XIV AUDIT REVIEW PROCEDURES.....	9
ARTICLE XV SUBCONTRACTING .....	10
ARTICLE XVI EQUIPMENT PURCHASE AND OTHER CAPITAL EXPENDITURES.....	11
ARTICLE XVII STATE PREVAILING WAGE RATES .....	12
ARTICLE XVIII CONFLICT OF INTEREST .....	16
ARTICLE XIX REBATES, KICKBACKS OR OTHER UNLAWFUL CONSIDERATION...	16
ARTICLE XX PROHIBITION OF EXPENDING COUNTY, STATE, OR FEDERAL FUNDS FOR LOBBYING .....	17
ARTICLE XXI NON-DISCRIMINATION CLAUSE AND STATEMENT OF COMPLIANCE.	17
ARTICLE XXII DEBARMENT AND SUSPENSION CERTIFICATION .....	19
ARTICLE XXIII DISADVANTAGED BUSINESS ENTERPRISES (DBE) PARTICIPATION	19
ARTICLE XXIV INSURANCE.....	23
ARTICLE XXV FUNDING REQUIREMENTS .....	26
ARTICLE XXVI CHANGE IN TERMS .....	26
ARTICLE XXVII CONTINGENT FEE .....	26
ARTICLE XXVIII DISPUTES .....	26
ARTICLE XXVIX INSPECTION OF WORK .....	27
ARTICLE XXX SAFETY.....	27
ARTICLE XXXI OWNERSHIP OF DATA .....	27
ARTICLE XXXII CLAIMS FILED BY COUNTY’S CONSTRUCTION CONTRACTOR.....	28
ARTICLE XXXIII CONFIDENTIALITY OF DATA.....	28
ARTICLE XXXIV NATIONAL LABOR RELATIONS BOARD CERTIFICATION .....	29
ARTICLE XXXV EVALUATION OF CONSULTANT .....	29
ARTICLE XXXVI PROMPT PAYMENT FROM THE COUNTY TO CONSULTANT .....	29

ARTICLE XXXVII COMPLIANCE WITH CHILD, FAMILY, AND SPOUSAL SUPPORT  
REPORTING OBLIGATIONS ..... 30

ARTICLE XXXVIII PROPERTY TAXES ..... 30

ARTICLE XXXIX LICENSES AND PERMITS..... 30

ARTICLE XXXL AGREEMENT PREPARATION ..... 30

ARTICLE XLI COMPLIANCE WITH POLITICAL REFORM ACT ..... 30

ARTICLE XLII SEVERABILITY ..... 31

ARTICLE XLIII COUNTY’S RIGHT OF SETOFF ..... 31

ARTICLE XLIV USE OF COUNTY PROPERTY ..... 31

ARTICLE XLV COUNTERPARTS/ELECTRONIC, FACSIMILE, AND PDF SIGNATURES. 31

ARTICLE XLVI NOTIFICATION ..... 32

ARTICLE XLVII CONTRACT ..... 32

ARTICLE XLVIII SIGNATURES..... 33



## ARTICLE I INTRODUCTION

- A. This AGREEMENT is between the following named, hereinafter referred to as, CONSULTANT and the County of Shasta, a political subdivision of the State of California through the Department of Public Works, hereinafter referred to as, COUNTY.

The name of the "CONSULTANT" is as follows: Mead & Hunt, Inc.  
Incorporated in the State of Wisconsin.

The Project Manager for the "CONSULTANT" will be Jeff Leonard, PE.

The Contract Administrator for COUNTY will be Shawn Ankeny, PE.

- B. The work to be performed under this AGREEMENT is described in Article VI entitled "Statement of Work/Responsibilities of Consultant." The approved Consultant's Cost Proposal is attached hereto (Attachment I) and incorporated by reference. If there is any conflict between the approved Cost Proposal and this AGREEMENT, this AGREEMENT shall take precedence.
- C. The consideration to be paid to CONSULTANT as provided herein, shall be in compensation for all of CONSULTANT's expenses incurred in the performance hereof, including travel and per diem, unless otherwise expressly so provided.

## ARTICLE II INDEMNIFICATION

- A. To the fullest extent permitted by law, CONSULTANT shall indemnify and hold harmless COUNTY, its elected officials, officers, employees, agents, and volunteers against all claims, suits, actions, costs, expenses, (including, but not limited to, reasonable attorney's fees of County Counsel and counsel retained by COUNTY, expert fees, litigation costs, and investigation costs), damages, judgments, or decrees arising from the 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.

- B. For professional services provided under this AGREEMENT, CONSULTANT shall indemnify, defend, and hold harmless COUNTY, its elected officials, officers, employees, agents, and volunteers from and against any and all claims, demands, actions, losses, liabilities, damage, and costs, including reasonable attorneys' fees, arising out of or resulting from the negligent performance of the professional services provided under this AGREEMENT, CONSULTANT shall also, at CONSULTANT's own expense, defend the COUNTY against any suit or action brought against COUNTY founded upon any claim, action or proceeding which is based upon the work or the provision of services undertaken pursuant to this AGREEMENT. Furthermore, the duty of CONSULTANT includes the duty of defense, inclusive of that set forth in the California Civil Code Section 2778, and is subject to any limits provided for in Civil Code Section 2782.8. The words "professional services" shall be interpreted as defined in Civil Code Section 2782.8, as it may be amended from time to time. The provisions of this paragraph are intended to be interpreted as broadly as permitted by applicable law.
- C. These indemnification provisions are independent of, and shall not in any way be limited by, CONSULTANT's insurance coverage or lack of coverage, or by the insurance requirements of this agreement. COUNTY acknowledgement or approval of CONSULTANT's evidence of insurance coverage required by this agreement does not in any way relieve CONSULTANT from its obligations under this Section.

### **ARTICLE III EMPLOYMENT STATUS OF CONSULTANT**

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

### **ARTICLE IV 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.

## **ARTICLE V ENTIRE AGREEMENT; AMENDMENTS; HEADINGS; EXHIBITS/ APPENDICES**

- A. This AGREEMENT supersedes all previous contracts 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 changes in the scope of work and modifications of the total compensation that do not exceed 10% in the aggregate of the total CONSULTANT compensation may be agreed to in writing between CONSULTANT and Public Works Director, provided that the amendment is in substantially the same format as the COUNTY's standard format amendment contained in the Shasta County Contracts Manual (Administrative Policy 6-101).
- C. The headings that appear in this AGREEMENT are for reference purposes only and shall not affect the meaning or construction of this AGREEMENT.
- D. If any ambiguity, inconsistency, or conflict exists or arises between the provisions of this AGREEMENT and the provisions of any of this AGREEMENT's exhibits or appendices, the provisions of this AGREEMENT shall govern.

## **ARTICLE VI STATEMENT OF WORK/RESPONSIBILITIES OF CONSULTANT**

- A. CONSULTANT shall provide on-call Grant Administration; Design and Engineering; Environmental Analysis and Documentation; Planning Services; and Construction Management consulting services for the Fall River Mills Airport (O89). The potential projects are likely to be subject to federal, state and local funding processes; may be accomplished during the course of multiple grants; and may involve local approval prior to commencement. Services to be provided are further described in the paragraphs below.
- B. *Grant Administration* - CONSULTANT may assist the County with preparing necessary applications and documentation for FAA Airport Improvement Program (AIP) grant funding and/or Bipartisan Infrastructure Law (BIL) funding, representing the County in discussions with the FAA regarding grant requirements, and project documentation. CONSULTANT may also provide miscellaneous services as may be required by County, including, advising County on FAA standards and guidelines for construction and operational safety during construction; advertising and securing bids; attending pre-bid conferences; analyzing bid results; negotiation services; and provide contract award documents.
- C. *Design/Engineering* - CONSULTANT may provide design/engineering services associated with taxiway, runway, and roadway improvements including, pavement reconstruction/rehabilitation; subgrade stabilization; grading and drainage; signage and pavement markings; airfield electrical improvements, including lighting, and navigational aids. CONSULTANT shall provide staff who can perform the duties of Design Engineer, Resident Engineer, and Assistant Resident Engineer.

- D. *Environmental Analysis and Documentation* - CONSULTANT may provide environmental services to assist County with preparation of the environmental documentation as required under the California Environmental Quality Act (CEQA), the National Environmental Policy Act (NEPA), the California Clean Water Act, and other applicable environmental requirements for on-airport improvement projects. Additional services associated could include field surveys, environmental inventories, environmental reports, and necessary fieldwork and documentation to comply with the federal Clean Air Act General Conformity requirements.
- E. *Planning Services* - CONSULTANT may provide planning services to assist County with preparation of the necessary technical detail and analyses involved with airport planning for on-airport improvement projects.
- F. *Construction Management* - CONSULTANT may perform professional services consistent with industry-accepted roles of a Construction Manager. These services may include, but are not limited to:
- Attend meetings with County and FAA, during the design and construction phases of work, including public presentations as needed.
  - Assume charge of, and responsibility for, project phasing and scheduling, including but not limited to, preparation and maintenance of a master project schedule.
  - Construction phase management, including coordination, inspections, safety, and quality control services.
  - Construction phase records and accounting, including review of project bids, Disadvantaged Business Enterprise Program compliance monitoring, review of contract change orders review of progress payment applications.
  - Project close-out, and systems start-up management and coordination and preparation of electronic record drawings.
- G. As required by Government Code section 7550, each document or report prepared by CONSULTANT for or under the direction of COUNTY pursuant to this AGREEMENT shall contain the numbers and dollar amount of the AGREEMENT and all subcontracts under the AGREEMENT relating to the preparation of the document or written report. If multiple documents or written reports are the subject of the AGREEMENT or subcontracts, the disclosure section may also contain a statement indicating that the total AGREEMENT amount represents compensation for multiple documents or written reports. CONSULTANT shall label the bottom of the last page of the document or report as follows: department name, County Project number, and dollar amount. If more than one document or report is produced under this AGREEMENT, CONSULTANT shall add: "This [document or report] is one of [number] produced under this contract."

## **ARTICLE VII RESPONSIBILITIES OF COUNTY**

- A. Pursuant to the terms and conditions of this AGREEMENT, COUNTY shall provide information about the requirements for the project including the budget limitations and scheduling.

- B. Pursuant to the terms and conditions of this AGREEMENT, COUNTY shall provide existing non-confidential maps, drawings, specifications, data, or any other non-confidential information in COUNTY's possession requested by the CONSULTANT in furtherance of performing the services provided for in this AGREEMENT.
- C. Pursuant to the terms and conditions of this AGREEMENT, COUNTY shall be responsible for obtaining right to enter agreements with landowners as necessary to conduct on-site investigations.

## **ARTICLE VIII CONSULTANT'S REPORTS OR MEETINGS**

- A. CONSULTANT shall submit progress reports to COUNTY's Contract Administrator on each specific project in accordance with the Task Order. These reports shall be submitted at least once a month. The report must be sufficiently detailed for COUNTY's Contract Administrator or Project Coordinator to determine, if CONSULTANT is performing to expectations, or is on schedule; to provide communication of interim findings, and to sufficiently address any difficulties or special problems encountered, so remedies can be developed.
- B. CONSULTANT's Project Manager shall meet with COUNTY's Contract Administrator or Project Coordinator, as directed by COUNTY's Contract Administrator, to discuss progress on the project(s).

## **ARTICLE IX PERFORMANCE PERIOD**

- A. This AGREEMENT shall go into effect upon the date of signing by the *Chairman of the Shasta County Board of Supervisors*, and CONSULTANT shall commence work after notification to proceed by COUNTY's Contract Administrator. The AGREEMENT shall end on December 31, 2027, unless extended by AGREEMENT amendment. Notwithstanding the foregoing, COUNTY shall not be obligated for providing its responsibilities hereunder for any future COUNTY fiscal year unless or until COUNTY's Board of Supervisors appropriates funds for the COUNTY's responsibilities in this agreement in the 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 the COUNTY's responsibilities in 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.
- B. CONSULTANT is advised that any recommendation for AGREEMENT award is not binding on COUNTY until the AGREEMENT is fully executed and approved by COUNTY.
- C. The period of performance for each specific project shall be in accordance with the Task Order for that project. If work on a Task Order is in progress on the expiration date of this AGREEMENT, the terms of the AGREEMENT may be extended by AGREEMENT amendment.

## ARTICLE X ALLOWABLE COSTS AND PAYMENTS

- A. CONSULTANT will be reimbursed for hours worked at the hourly rates specified in the CONSULTANT's approved Cost Proposal. The specified hourly rates shall include direct salary costs, employee benefits, prevailing wages, employer payments, overhead, and fee. These rates may be adjusted annually upon COUNTY approval. CONSULTANT will be reimbursed within thirty (30) days upon receipt by COUNTY'S Contract Administrator of itemized invoices in duplicate.
- B. In addition, CONSULTANT will be reimbursed for incurred (actual) direct costs other than salary costs that are in the approved Cost Proposal and identified in the approved Cost Proposal and in the executed Task Order.
- C. Specific projects will be assigned to CONSULTANT through issuance of Task Orders.
- D. After a project to be performed under this AGREEMENT is identified by COUNTY, COUNTY will prepare a draft Task Order; less the cost estimate. A draft Task Order will identify the scope of services, expected results, project deliverables, period of performance, project schedule and will designate a COUNTY Project Coordinator. The draft Task Order will be delivered to CONSULTANT for review. CONSULTANT shall return the draft Task Order within ten (10) calendar days along with a Cost Estimate, including a written estimate of the number of hours and hourly rates per staff person, any anticipated reimbursable expenses, overhead, fee if any, and total dollar amount. After agreement has been reached on the negotiable items and total cost; the finalized Task Order shall be signed by both COUNTY and CONSULTANT.
- E. Task Orders may be negotiated for a lump sum (Firm Fixed Price) or for specific rates of compensation, both of which must be based on the labor and other rates set forth in CONSULTANT's approved Cost Proposal.

CONSULTANT shall be responsible for any future adjustments to prevailing wage rates including, but not limited to, base hourly rates and employer payments as determined by the Department of Industrial Relations. CONSULTANT is responsible for paying the appropriate rate, including escalations that take place during the term of the AGREEMENT.
- F. Reimbursement for transportation and subsistence costs shall not exceed State rates.
- G. When milestone cost estimates are included in the approved Cost Proposal, CONSULTANT shall obtain prior written approval in the form of an AGREEMENT amendment for a revised milestone cost estimate from the Contract Administrator before exceeding such estimate.
- H. Progress payments for each Task Order will be made monthly in arrears based on services provided and actual costs incurred.
- I. CONSULTANT shall not commence performance of work or services until this AGREEMENT has been approved by COUNTY and notification to proceed has been issued by COUNTY'S Contract Administrator. No payment will be made prior to approval or for any work performed prior to approval of this AGREEMENT.
- J. A Task Order is of no force or effect until returned to COUNTY and signed by an authorized representative of COUNTY. No expenditures are authorized on a project and work shall not commence until a Task Order for that project has been executed by COUNTY.

- K. CONSULTANT will be reimbursed within thirty (30) days upon receipt by COUNTY'S Contract Administrator of itemized invoices in duplicate. Separate invoices itemizing all costs are required for all work performed under each Task Order. Invoices shall be submitted no later than thirty (30) calendar days after the performance of work for which CONSULTANT is billing, or upon completion of the Task Order. Invoices shall detail the work performed on each milestone, on each project as applicable. Invoices shall follow the format stipulated for the approved Cost Proposal and shall reference this County Project number, project title and Task Order number. Credits due COUNTY that include any equipment purchased under the provisions of Article XVI, "Equipment Purchase and Other Capital Expenditures," must be reimbursed by CONSULTANT prior to the expiration or termination of this AGREEMENT. Invoices shall be mailed to COUNTY's Contract Administrator found in Article XLVI, "Notification."
- L. The period of performance for Task Orders shall be in accordance with dates specified in the Task Order. No Task Order will be written which extends beyond the expiration date of this AGREEMENT.
- M. The total amount payable by COUNTY for an individual Task Order shall not exceed the amount agreed to in the Task Order, unless authorized by amendment.
- N. If CONSULTANT fails to satisfactorily complete a deliverable according to the schedule set forth in a Task Order, no payment will be made until the deliverable has been satisfactorily completed.
- O. Task Orders may not be used to amend the language (or the terms) of this AGREEMENT nor to exceed the scope of work under this AGREEMENT.
- P. The total amount payable by COUNTY for all Task Orders resulting from this AGREEMENT shall not exceed \$300,000. It is understood and agreed that there is no guarantee, either expressed or implied that this dollar amount will be authorized under this AGREEMENT through Task Orders.
- Q. CONSULTANT shall be paid via electronic invoice payment; automated clearing house ("ACH"), COUNTY credit card, or Commerce Bank virtual card. ACH payments require submission of the completed Auditor-Controller ACH/Direct Deposit authorization form within five days of execution of this agreement.
- R. Consultant's violation or breach of agreement terms may result in fiscal penalties, withholding of compensation, or termination of agreement.

#### **ARTICLE XI TERMINATION**

- A. This AGREEMENT may be terminated by COUNTY, provided that COUNTY gives not less than thirty (30) calendar days' written notice (delivered by certified mail, return receipt requested) of intent to terminate. Upon termination, COUNTY shall be entitled to all work, including but not limited to, reports, investigations, appraisals, inventories, studies, analyses, drawings and data estimates performed to that date, whether completed or not.
- B. COUNTY may temporarily suspend this AGREEMENT, at no additional cost to COUNTY, provided that CONSULTANT is given written notice (delivered by certified mail, return receipt requested) of temporary suspension. If COUNTY gives such notice of temporary suspension, CONSULTANT shall immediately suspend its activities under this

AGREEMENT. A temporary suspension may be issued concurrent with the notice of termination.

- C. Notwithstanding any provisions of this AGREEMENT, CONSULTANT shall not be relieved of liability to COUNTY for damages sustained by County by virtue of any breach of this AGREEMENT by CONSULTANT, and County may withhold any payments due to CONSULTANT until such time as the exact amount of damages, if any, due County from CONSULTANT is determined.
- D. In the event of termination, CONSULTANT shall be compensated as provided for in this AGREEMENT. Upon termination, COUNTY shall be entitled to all work, including but not limited to, reports, investigations, appraisals, inventories, studies, analyses, drawings and data estimates performed to that date, whether completed or not.

## **ARTICLE XII COST PRINCIPLES AND ADMINISTRATIVE REQUIREMENTS**

- A. The CONSULTANT agrees that 48 CFR Part 31, Contract Cost Principles and Procedures, shall be used to determine the allowability of individual terms of cost.
- B. The CONSULTANT also agrees to comply with Federal procedures in accordance with 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
- C. Any costs for which payment has been made to the CONSULTANT that are determined by subsequent audit to be unallowable under 48 CFR Part 31 or 2 CFR Part 200 are subject to repayment by the CONSULTANT to LOCAL AGENCY.
- D. When a CONSULTANT or Subconsultant is a Non-Profit Organization or an Institution of Higher Education, the Cost Principles for Title 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards shall apply.

## **ARTICLE XIII RETENTION OF RECORD/AUDITS**

For the purpose of determining compliance with Gov. Code § 8546.7, the CONSULTANT, Subconsultants, and COUNTY shall maintain all books, documents, papers, accounting records, Independent CPA Audited Indirect Cost Rate workpapers, and other evidence pertaining to the performance of the AGREEMENT including, but not limited to, the costs of administering the AGREEMENT. All parties, including the CONSULTANT's Independent CPA, shall make such workpapers and materials available at their respective offices at all reasonable times during the AGREEMENT period and for three (3) years from the date of final payment under the AGREEMENT. COUNTY, FAA, Caltrans Auditor, FHWA, or any duly authorized representative of the Federal government having jurisdiction under Federal laws or regulations (including the basis of Federal funding in whole or in part) shall have access to any books, records, and documents of the CONSULTANT, Subconsultants, and the CONSULTANT's Independent CPA, that are pertinent to the AGREEMENT for audits, examinations, workpaper review, excerpts, and transactions, and copies thereof shall be furnished if requested without limitation.



#### ARTICLE XIV AUDIT REVIEW PROCEDURES

- A. Any dispute concerning a question of fact arising under an interim or post audit of this AGREEMENT that is not disposed of by AGREEMENT, shall be reviewed by COUNTY'S Chief Financial Officer.
- B. Not later than thirty (30) calendar days after issuance of the final audit report, CONSULTANT may request a review by COUNTY'S Chief Financial Officer of unresolved audit issues. The request for review will be submitted in writing.
- C. Neither the pendency of a dispute nor its consideration by COUNTY will excuse CONSULTANT from full and timely performance, in accordance with the terms of this AGREEMENT.
- D. CONSULTANT and Subconsultant AGREEMENTs, including cost proposals and Indirect Cost Rates (ICR), may be subject to audits or reviews such as, but not limited to, an AGREEMENT audit, an incurred cost audit, an ICR Audit, or a CPA ICR audit work paper review. If selected for audit or review, the AGREEMENT, cost proposal and ICR and related work papers, if applicable, will be reviewed to verify compliance with 48 CFR Part 31 and other related laws and regulations. In the instances of a CPA ICR audit work paper review it is CONSULTANT's responsibility to ensure federal, COUNTY, or local government officials are allowed full access to the CPA's work papers including making copies as necessary. The AGREEMENT, cost proposal, and ICR shall be adjusted by CONSULTANT and approved by COUNTY Contract Administrator to conform to the audit or review recommendations. CONSULTANT agrees that individual terms of costs identified in the audit report shall be incorporated into the AGREEMENT by this reference if directed by COUNTY at its sole discretion. Refusal by CONSULTANT to incorporate audit or review recommendations, or to ensure that the federal, COUNTY or local governments have access to CPA work papers, will be considered a breach of AGREEMENT terms and cause for termination of the AGREEMENT and disallowance of prior reimbursed costs.
- E. CONSULTANT's Cost Proposal may be subject to a CPA ICR Audit Work Paper Review and/or audit by the Independent Office of Audits and Investigations (IOAI). IOAI, at its sole discretion, may review and/or audit and approve the CPA ICR documentation. The Cost Proposal shall be adjusted by the CONSULTANT and approved by the COUNTY Contract Administrator to conform to the Work Paper Review recommendations included in the management letter or audit recommendations included in the audit report. Refusal by the CONSULTANT to incorporate the Work Paper Review recommendations included in the management letter or audit recommendations included in the audit report will be considered a breach of the AGREEMENT terms and cause for termination of the AGREEMENT and disallowance of prior reimbursed costs.
  - 1. During IOAI's review of the ICR audit work papers created by the CONSULTANT's independent CPA, IOAI will work with the CPA and/or CONSULTANT toward a resolution of issues that arise during the review. Each party agrees to use its best efforts to resolve any audit disputes in a timely manner. If IOAI identifies significant issues during the review and is unable to issue a cognizant approval letter, COUNTY will reimburse the CONSULTANT at an accepted ICR until a FAR (Federal Acquisition Regulation) compliant ICR {e.g. 48 CFR Part 31; GAGAS (Generally Accepted Auditing Standards); CAS (Cost Accounting Standards), if applicable; in accordance with

procedures and guidelines of the American Association of State Highways and Transportation Officials (AASHTO) Audit Guide; and other applicable procedures and guidelines}is received and approved by IOAI.

Accepted rates will be as follows:

- a. If the proposed rate is less than one hundred fifty percent (150%) - the accepted rate reimbursed will be ninety percent (90%) of the proposed rate.
  - b. If the proposed rate is between one hundred fifty percent (150%) and two hundred percent (200%) - the accepted rate will be eighty-five percent (85%) of the proposed rate.
  - c. If the proposed rate is greater than two hundred percent (200%) - the accepted rate will be seventy-five percent (75%) of the proposed rate.
2. If IOAI is unable to issue a cognizant letter per paragraph E.1. above, IOAI may require CONSULTANT to submit a revised independent CPA-audited ICR and audit report within three (3) months of the effective date of the management letter. IOAI will then have up to six (6) months to review the CONSULTANT's and/or the independent CPA's revisions.
  3. If the CONSULTANT fails to comply with the provisions of this paragraph E, or if IOAI is still unable to issue a cognizant approval letter after the revised independent CPA audited ICR is submitted, overhead cost reimbursement will be limited to the accepted ICR that was established upon initial rejection of the ICR and set forth in paragraph E.1. above for all rendered services. In this event, this accepted ICR will become the actual and final ICR for reimbursement purposes under this AGREEMENT.
  4. CONSULTANT may submit to COUNTY final invoice only when all of the following items have occurred: (1) IOAI accepts or adjusts the original or revised independent CPA audited ICR; (2) all work under this AGREEMENT has been completed to the satisfaction of COUNTY; and, (3) IOAI has issued its final ICR review letter. The CONSULTANT MUST SUBMIT ITS FINAL INVOICE TO COUNTY no later than sixty (60) calendar days after occurrence of the last of these items. The accepted ICR will apply to this AGREEMENT and all other agreements executed between COUNTY and the CONSULTANT, either as a prime or Subconsultant, with the same fiscal period ICR.

## **ARTICLE XV SUBCONTRACTING**

- A. Nothing contained in this AGREEMENT or otherwise, shall create any contractual relation between COUNTY and any Subconsultant(s), and no subcontract shall relieve CONSULTANT of its responsibilities and obligations hereunder. CONSULTANT agrees to be as fully responsible to COUNTY for the acts and omissions of its Subconsultant(s) and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by CONSULTANT. CONSULTANT's obligation to pay its Subconsultant(s) is an independent obligation from COUNTY's obligation to make payments to the CONSULTANT.

- B. CONSULTANT shall perform the work contemplated with resources available within its own organization and no portion of the work pertinent to this AGREEMENT shall be subcontracted without written authorization by COUNTY's Contract Administrator, except that, which is expressly identified in the approved Cost Proposal.
- C. Any subagreement entered into as a result of this AGREEMENT, shall contain all the provisions stipulated in this entire AGREEMENT to be applicable to Subconsultants unless otherwise noted.
- D. CONSULTANT shall pay its Subconsultants within Fifteen (15) calendar days from receipt of each payment made to the CONSULTANT by the COUNTY.
- E. Any substitution of Subconsultant(s) must be approved in writing by COUNTY's Contract Administrator in advance of assigning work to a substitute Subconsultant.
- F. Prompt Progress Payment

CONSULTANT or Subconsultant shall pay to any Subconsultant, not later than fifteen (15) days after receipt of each progress payment, unless otherwise agreed to in writing, the respective amounts allowed CONSULTANT on account of the work performed by the Subconsultants, to the extent of each Subconsultant's interest therein. In the event that there is a good faith dispute over all or any portion of the amount due on a progress payment from CONSULTANT or Subconsultant to a Subconsultant, CONSULTANT or Subconsultant may withhold no more than 150 percent of the disputed amount. Any violation of this requirement shall constitute a cause for disciplinary action and shall subject the licensee to a penalty, payable to the Subconsultant, of 2 percent of the amount due per month for every month that payment is not made.

In any action for the collection of funds wrongfully withheld, the prevailing party shall be entitled to his or her attorney's fees and costs. The sanctions authorized under this requirement shall be separate from, and in addition to, all other remedies, either civil, administrative, or criminal. This clause applies to both DBE and non-DBE Subconsultants.

- G. Prompt Payment of Withheld Funds to Subconsultants

No retainage will be held by the COUNTY from progress payments due to CONSULTANT. CONSULTANTS and Subconsultants are prohibited from holding retainage from Subconsultants. Any delay or postponement of payment may take place only for good cause and with the COUNTY's prior written approval. Any violation of these provisions shall subject the violating CONSULTANT or Subconsultant to the penalties, sanctions, and other remedies specified in Section 3321 of the California Civil Code. This requirement shall not be construed to limit or impair any contractual, administrative or judicial remedies, otherwise available to CONSULTANT or Subconsultant in the event of a dispute involving late payment or nonpayment by CONSULTANT, deficient Subconsultant performance and/or noncompliance by a Subconsultant. This clause applies to both DBE and non-DBE Subconsultants.

## **ARTICLE XVI EQUIPMENT PURCHASE AND OTHER CAPITAL EXPENDITURES**

- A. Prior authorization in writing, by COUNTY's Contract Administrator shall be required before CONSULTANT enters into any unbudgeted purchase order, or subcontract exceeding five thousand dollars (\$5,000) for supplies, equipment, or CONSULTANT services.

CONSULTANT shall provide an evaluation of the necessity or desirability of incurring such costs.

- B. For purchase of any item, service or consulting work not covered in CONSULTANT's approved Cost Proposal and exceeding five thousand dollars (\$5,000), with prior authorization by COUNTY's Contract Administrator; three competitive quotations must be submitted with the request, or the absence of proposal must be adequately justified.
- C. Any equipment purchased with funds provided under the terms of this AGREEMENT is subject to the following:
  - 1. "CONSULTANT shall maintain an inventory of all nonexpendable property. Nonexpendable property is defined as having a useful life of at least two years and an acquisition cost of five thousand dollars (\$5,000) or more. If the purchased equipment needs replacement and is sold or traded in, COUNTY shall receive a proper refund or credit at the conclusion of the AGREEMENT, or if the AGREEMENT is terminated, CONSULTANT may either keep the equipment and credit COUNTY in an amount equal to its fair market value, or sell such equipment at the best price obtainable at a public or private sale, in accordance with established COUNTY procedures; and credit COUNTY in an amount equal to the sales price. If CONSULTANT elects to keep the equipment, fair market value shall be determined at CONSULTANT's expense, on the basis of a competent independent appraisal of such equipment. Appraisals shall be obtained from an appraiser mutually agreeable to by COUNTY and CONSULTANT, if it is determined to sell the equipment, the terms and conditions of such sale must be approved in advance by COUNTY."
  - 2. Regulation 2 CFR, Part 200 requires a credit to Federal funds when participating equipment with a fair market value greater than five thousand dollars (\$5,000) is credited to the project.

## ARTICLE XVII STATE PREVAILING WAGE RATES

- A. No CONSULTANT or Subconsultant may be awarded an AGREEMENT containing public work elements unless registered with the Department of Industrial Relations (DIR) pursuant to Labor Code §1725.5. Registration with DIR must be maintained throughout the entire term of this AGREEMENT, including any subsequent amendments.
- B. The CONSULTANT shall comply with all of the applicable provisions of the California Labor Code requiring the payment of prevailing wages. The General Prevailing Wage Rate Determinations applicable to work under this AGREEMENT are available and on file with the Department of Transportation's Regional/District Labor Compliance Officer:

<https://dot.ca.gov/programs/construction/labor-compliance>.

These wage rates are made a specific part of this AGREEMENT by reference pursuant to Labor Code §1773.2 and will be applicable to work performed at a construction project site. Prevailing wages will be applicable to all inspection work performed at COUNTY construction sites, at COUNTY facilities and at off-site locations that are set up by the construction contractor or one of its subcontractors solely and specifically to serve COUNTY projects. Prevailing wage requirements do not apply to inspection work performed at the

facilities of vendors and commercial materials suppliers that provide goods and services to the general public.

C. General Prevailing Wage Rate Determinations applicable to this project may also be obtained from the Department of Industrial Relations website at <http://www.dir.ca.gov>.

D. Payroll Records

1. Each CONSULTANT and Subconsultant shall keep accurate certified payroll records and supporting documents as mandated by Labor Code §1776 and as defined in 8 CCR §16000 showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by the CONSULTANT or Subconsultant in connection with the public work. Each payroll record shall contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following:
  - a. The information contained in the payroll record is true and correct.
  - b. The employer has complied with the requirements of Labor Code §1771, §1811, and §1815 for any work performed by his or her employees on the public works project.
2. The payroll records enumerated under paragraph (1) above shall be certified as correct by the CONSULTANT under penalty of perjury. The payroll records and all supporting documents shall be made available for inspection and copying by COUNTY representatives at all reasonable hours at the principal office of the CONSULTANT. The CONSULTANT shall provide copies of certified payrolls or permit inspection of its records as follows:
  - a. A certified copy of an employee's payroll record shall be made available for inspection or furnished to the employee or the employee's authorized representative on request.
  - b. A certified copy of all payroll records enumerated in paragraph (1) above, shall be made available for inspection or furnished upon request to a representative of COUNTY, the Division of Labor Standards Enforcement and the Division of Apprenticeship Standards of the Department of Industrial Relations. Certified payrolls submitted to COUNTY, the Division of Labor Standards Enforcement and the Division of Apprenticeship Standards shall not be altered or obliterated by the CONSULTANT.
  - c. The public shall not be given access to certified payroll records by the CONSULTANT. The CONSULTANT is required to forward any requests for certified payrolls to the COUNTY Contract Administrator by both email and regular mail on the business day following receipt of the request.
3. Each CONSULTANT shall submit a certified copy of the records enumerated in paragraph (1) above, to the entity that requested the records within ten (10) calendar days after receipt of a written request.
4. Any copy of records made available for inspection as copies and furnished upon request to the public or any public agency by COUNTY shall be marked or obliterated in such a manner as to prevent disclosure of each individual's name, address, and social security

number. The name and address of the CONSULTANT or Subconsultant performing the work shall not be marked or obliterated.

5. The CONSULTANT shall inform COUNTY of the location of the records enumerated under paragraph (1) above, including the street address, city and county, and shall, within five (5) working days, provide a notice of a change of location and address.
  6. The CONSULTANT or Subconsultant shall have ten (10) calendar days in which to comply subsequent to receipt of written notice requesting the records enumerated in paragraph (1) above. In the event the CONSULTANT or Subconsultant fails to comply within the ten (10) day period, he or she shall, as a penalty to COUNTY, forfeit one hundred dollars (\$100) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Such penalties shall be withheld by COUNTY from payments then due. CONSULTANT is not subject to a penalty assessment pursuant to this section due to the failure of a Subconsultant to comply with this section.
- E. When prevailing wage rates apply, the CONSULTANT is responsible for verifying compliance with certified payroll requirements. Invoice payment will not be made until the invoice is approved by the COUNTY Contract Administrator.
- F. Penalty
1. The CONSULTANT and any of its Subconsultants shall comply with Labor Code §1774 and §1775. Pursuant to Labor Code §1775, the CONSULTANT and any Subconsultant shall forfeit to the COUNTY a penalty of not more than two hundred dollars (\$200) for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the Director of DIR for the work or craft in which the worker is employed for any public work done under the AGREEMENT by the CONSULTANT or by its Subconsultant in violation of the requirements of the Labor Code and in particular, Labor Code §§1770 to 1780, inclusive.
  2. The amount of this forfeiture shall be determined by the Labor Commissioner and shall be based on consideration of mistake, inadvertence, or neglect of the CONSULTANT or Subconsultant in failing to pay the correct rate of prevailing wages, or the previous record of the CONSULTANT or Subconsultant in meeting their respective prevailing wage obligations, or the willful failure by the CONSULTANT or Subconsultant to pay the correct rates of prevailing wages. A mistake, inadvertence, or neglect in failing to pay the correct rates of prevailing wages is not excusable if the CONSULTANT or Subconsultant had knowledge of the obligations under the Labor Code. The CONSULTANT is responsible for paying the appropriate rate, including any escalations that take place during the term of the AGREEMENT.
  3. In addition to the penalty and pursuant to Labor Code §1775, the difference between the prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the prevailing wage rate shall be paid to each worker by the CONSULTANT or Subconsultant.
  4. If a worker employed by a Subconsultant on a public works project is not paid the general prevailing per diem wages by the Subconsultant, the prime CONSULTANT of the project is not liable for the penalties described above unless the prime CONSULTANT had knowledge of that failure of the Subconsultant to pay the specified prevailing rate of

wages to those workers or unless the prime CONSULTANT fails to comply with all of the following requirements:

- a. The subagreement executed between the CONSULTANT and the Subconsultant for the performance of work on public works projects shall include a copy of the requirements in Labor Code §§ 1771, 1775, 1776, 1777.5, 1813, and 1815.
  - b. The CONSULTANT shall monitor the payment of the specified general prevailing rate of per diem wages by the Subconsultant to the employees by periodic review of the certified payroll records of the Subconsultant.
  - c. Upon becoming aware of the Subconsultant's failure to pay the specified prevailing rate of wages to the Subconsultant's workers, the CONSULTANT shall diligently take corrective action to halt or rectify the failure, including but not limited to, retaining sufficient funds due the Subconsultant for work performed on the public works project.
  - d. Prior to making final payment to the Subconsultant for work performed on the public works project, the CONSULTANT shall obtain an affidavit signed under penalty of perjury from the Subconsultant that the Subconsultant had paid the specified general prevailing rate of per diem wages to the Subconsultant's employees on the public works project and any amounts due pursuant to Labor Code §1813.
5. Pursuant to Labor Code §1775, COUNTY shall notify the CONSULTANT on a public works project within fifteen (15) calendar days of receipt of a complaint that a Subconsultant has failed to pay workers the general prevailing rate of per diem wages.
  6. If COUNTY determines that employees of a Subconsultant were not paid the general prevailing rate of per diem wages and if COUNTY did not retain sufficient money under the AGREEMENT to pay those employees the balance of wages owed under the general prevailing rate of per diem wages, the CONSULTANT shall withhold an amount of moneys due the Subconsultant sufficient to pay those employees the general prevailing rate of per diem wages if requested by COUNTY.

#### G. Hours of Labor

Eight (8) hours labor constitutes a legal day's work. The CONSULTANT shall forfeit, as a penalty to the COUNTY, twenty-five dollars (\$25) for each worker employed in the execution of the AGREEMENT by the CONSULTANT or any of its Subconsultants for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week in violation of the provisions of the Labor Code, and in particular §§1810 to 1815 thereof, inclusive, except that work performed by employees in excess of eight (8) hours per day, and forty (40) hours during any one week, shall be permitted upon compensation for all hours worked in excess of eight (8) hours per day and forty (40) hours in any week, at not less than one and one half (1.5) times the basic rate of pay, as provided in §1815.

#### H. Employment of Apprentices

1. Where either the prime AGREEMENT or the subagreement exceeds thirty thousand dollars (\$30,000), the CONSULTANT and any Subconsultants under him or her shall

comply with all applicable requirements of Labor Code §§ 1777.5, 1777.6 and 1777.7 in the employment of apprentices.

2. CONSULTANTS and Subconsultants are required to comply with all Labor Code requirements regarding the employment of apprentices, including mandatory ratios of journey level to apprentice workers. Prior to commencement of work, CONSULTANT and Subconsultants are advised to contact the DIR Division of Apprenticeship Standards website at <https://www.dir.ca.gov/das/>, for additional information regarding the employment of apprentices and for the specific journey-to- apprentice ratios for the AGREEMENT work. The CONSULTANT is responsible for all Subconsultants' compliance with these requirements. Penalties are specified in Labor Code §1777.7.

#### **ARTICLE XVIII CONFLICT OF INTEREST**

- A. During the term of this AGREEMENT, the CONSULTANT shall disclose any financial, business, or other relationship with COUNTY that may have an impact upon the outcome of this AGREEMENT or any ensuing COUNTY construction project. The CONSULTANT shall also list current clients who may have a financial interest in the outcome of this AGREEMENT or any ensuing COUNTY construction project which will follow.
- B. CONSULTANT certifies that it has disclosed to COUNTY any actual, apparent, or potential conflicts of interest that may exist relative to the services to be provided pursuant to this AGREEMENT. CONSULTANT agrees to advise COUNTY of any actual, apparent or potential conflicts of interest that may develop subsequent to the date of execution of this AGREEMENT. CONSULTANT further agrees to complete any statements of economic interest if required by either COUNTY ordinance or State law.
- C. The CONSULTANT hereby certifies that it does not now have nor shall it acquire any financial or business interest that would conflict with the performance of services under this AGREEMENT.
- D. The CONSULTANT hereby certifies that the CONSULTANT or Subconsultant and any firm affiliated with the CONSULTANT or Subconsultant that bids on any construction contract or on any Agreement to provide construction inspection for any construction project resulting from this AGREEMENT, has established necessary controls to ensure a conflict of interest does not exist. An affiliated firm is one, which is subject to the control of the same persons, through joint ownership or otherwise.

#### **ARTICLE XIX REBATES, KICKBACKS OR OTHER UNLAWFUL CONSIDERATION**

The CONSULTANT warrants that this AGREEMENT was not obtained or secured through rebates, kickbacks or other unlawful consideration either promised or paid to any LOCAL AGENCY employee. For breach or violation of this warranty, LOCAL AGENCY shall have the right, in its discretion, to terminate this AGREEMENT without liability, to pay only for the value of the work actually performed, or to deduct from this AGREEMENT price or otherwise recover the full amount of such rebate, kickback or other unlawful consideration.



## **ARTICLE XX PROHIBITION OF EXPENDING COUNTY, STATE, OR FEDERAL FUNDS FOR LOBBYING**

- A. The CONSULTANT certifies, to the best of his or her knowledge and belief, that:
1. No State, Federal, or COUNTY appropriated funds have been paid or will be paid, by or on behalf of the CONSULTANT, to any person for influencing or attempting to influence an officer or employee of any local, State, or Federal agency, a Member of the State Legislature or United States Congress, an officer or employee of the Legislature or Congress, or any employee of a Member of the Legislature or Congress in connection with the awarding or making of this AGREEMENT, or with the extension, continuation, renewal, amendment, or modification of this AGREEMENT.
  2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this AGREEMENT, the CONSULTANT shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- B. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. §1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than ten thousand dollars (\$10,000) and not more than one hundred thousand dollars (\$100,000) for each such failure.
- C. The CONSULTANT also agrees by signing this document that he or she shall require that the language of this certification be included in all lower tier subagreements, which exceed one hundred thousand dollars (\$100,000), and that all such subrecipients shall certify and disclose accordingly.

## **ARTICLE XXI NON-DISCRIMINATION CLAUSE AND STATEMENT OF COMPLIANCE**

- A. The CONSULTANT's signature affixed herein and dated shall constitute a certification under penalty of perjury under the laws of the State of California that the CONSULTANT has, unless exempt, complied with the nondiscrimination program requirements of Gov. Code §12990 and 2 CCR § 8103.
- B. During the performance of this AGREEMENT, CONSULTANT and its Subconsultants shall not deny the AGREEMENT's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. CONSULTANT and

Subconsultants shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment.

- C. CONSULTANT and Subconsultants shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 et seq.), the applicable regulations promulgated there under (2 CCR §11000 et seq.), the provisions of Gov. Code §§11135-11139.5, and the regulations or standards adopted by COUNTY to implement such article. The applicable regulations of the Fair Employment and Housing Commission implementing Gov. Code §12990 (a-f), set forth 2 CCR §§8100-8504, are incorporated into this AGREEMENT by reference and made a part hereof as if set forth in full.
- D. CONSULTANT shall permit access by representatives of the Department of Fair Employment and Housing and the COUNTY upon reasonable notice at any time during the normal business hours, but in no case less than twenty-four (24) hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or COUNTY shall require to ascertain compliance with this clause.
- E. CONSULTANT and its Subconsultants shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.
- F. CONSULTANT shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this AGREEMENT.
- G. The CONSULTANT, with regard to the work performed under this AGREEMENT, shall act in accordance with Title VI of the Civil Rights Act of 1964 (42 U.S.C. §2000d et seq.). Title VI provides that the recipients of federal assistance will implement and maintain a policy of nondiscrimination in which no person in the United States shall, on the basis of race, color, national origin, religion, sex, age, disability, be excluded from participation in, denied the benefits of or subject to discrimination under any program or activity by the recipients of federal assistance or their assignees and successors in interest.
- H. The CONSULTANT shall comply with regulations relative to non-discrimination in federally-assisted programs of the U.S. Department of Transportation (49 CFR Part 21 - Effectuation of Title VI of the Civil Rights Act of 1964). Specifically, the CONSULTANT shall not participate either directly or indirectly in the discrimination prohibited by 49 CFR §21.5, including employment practices and the selection and retention of Subconsultants
- I. CONSULTANT, subrecipient or Subconsultant will never exclude any person from participation in, deny any person the benefits of, or otherwise discriminate against anyone in connection with the award and performance of any contract covered by 49 CFR 26 on the basis of race, color, sex, or national origin. In administering the COUNTY components of the DBE Program Plan, CONSULTANT, subrecipient or Subconsultant will not, directly, or through contractual or other arrangements, use criteria or methods of administration that have the effect of defeating or substantially impairing accomplishment of the objectives of the DBE Program Plan with respect to individuals of a particular race, color, sex, or national origin.

## **ARTICLE XXII DEBARMENT AND SUSPENSION CERTIFICATION**

- A. The CONSULTANT's signature affixed herein shall constitute a certification under penalty of perjury under the laws of the State of California, that the CONSULTANT or any person associated therewith in the capacity of owner, partner, director, officer or manager:
1. Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;
  2. Has not been suspended, debarred, voluntarily excluded, or determined ineligible by any federal agency within the past three (3) years;
  3. Does not have a proposed debarment pending; and
  4. Has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years.
- B. Any exceptions to this certification must be disclosed to COUNTY. Exceptions will not necessarily result in denial of recommendation for award, but will be considered in determining responsibility. Disclosures must indicate the party to whom the exceptions apply, the initiating agency, and the dates of agency action.
- C. Exceptions to the Federal Government Excluded Parties List System maintained by the U.S. General Services Administration are to be determined by FHWA.

## **ARTICLE XXIII DISADVANTAGED BUSINESS ENTERPRISES (DBE) PARTICIPATION**

- A. CONSULTANT, subrecipient (COUNTY), or Subconsultant shall take necessary and reasonable steps to ensure that DBEs have opportunities to participate in the contract (49 CFR 26). To ensure equal participation of DBEs provided in 49 CFR 26.5, the COUNTY shows a contract goal for DBEs. CONSULTANT shall make work available to DBEs and select work parts consistent with available DBE Subconsultants and suppliers.

CONSULTANT shall meet the DBE goal shown elsewhere in these special provisions or demonstrate that they made adequate good faith efforts to meet this goal. It is CONSULTANT's responsibility to verify that the DBE firm is certified as DBE at date of proposal opening and document the record by printing out the California Unified Certification Program (CUCP) data for each DBE firm. A list of DBEs certified by the CUCP can be found here.

All DBE participation will count toward the California Department of Transportation's federally mandated statewide overall DBE goal. Credit for materials or supplies CONSULTANT purchases from DBEs counts towards the goal in the following manner:

- 100 percent counts if the materials or supplies are obtained from a DBE manufacturer.
- 60 percent counts if the materials or supplies are purchased from a DBE regular dealer.
- 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. 49CFR26.55 defines "manufacturer" and "regular dealer."

This AGREEMENT is subject to 49 CFR Part 26 entitled "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs". CONSULTANTS who enter into a federally-funded agreement will assist the COUNTY in a good faith effort to achieve California's statewide overall DBE goal.

- B. The goal for DBE participation for this AGREEMENT is 0.0%. Participation by DBE CONSULTANT or Subconsultants shall be in accordance with information contained in Exhibit 10-02: Consultant Contract DBE Commitment attached hereto and incorporated as part of the AGREEMENT. If a DBE Subconsultant is unable to perform, CONSULTANT must make a good faith effort to replace him/her with another DBE Subconsultant, if the goal is not otherwise met.
- C. CONSULTANT can meet the DBE participation goal by either documenting commitments to DBEs to meet the AGREEMENT goal, or by documenting adequate good faith efforts to meet the AGREEMENT goal. An adequate good faith effort means that the CONSULTANT must show that it took all necessary and reasonable steps to achieve a DBE goal that, by their scope, intensity, and appropriateness to the objective, could reasonably be expected to meet the DBE goal. If CONSULTANT has not met the DBE goal, complete and submit Exhibit 15-H: DBE Information – Good Faith Efforts to document efforts to meet the goal. Refer to 49 CFR Part 26 for guidance regarding evaluation of good faith efforts to meet the DBE goal.
- D. Contract Assurance

Under 49 CFR 26.13(b):

CONSULTANT, subrecipient or Subconsultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this AGREEMENT. CONSULTANT shall carry out applicable requirements of 49 CFR 26 in the award and administration of federal-aid contracts.

Failure by the CONSULTANT to carry out these requirements is a material breach of this contract, which may result in the termination of this AGREEMENT or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

- (1) Withholding monthly progress payments;
- (2) Assessing sanctions;
- (3) Liquidated damages; and/or
- (4) Disqualifying CONSULTANT from future proposing as non-responsible

- E. Termination and Substitution of DBE Subconsultants

CONSULTANT shall utilize the specific DBEs listed to perform the work and supply the materials for which each is listed unless CONSULTANT or DBE Subconsultant obtains the COUNTY's written consent. CONSULTANT shall not terminate or substitute a listed DBE for convenience and perform the work with their own forces or obtain materials from other sources without authorization from the COUNTY. Unless the COUNTY's consent is provided, the CONSULTANT shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE on the Exhibit 10-02 Consultant Contract DBE Commitment form, included in the Bid.

The COUNTY authorizes a request to use other forces or sources of materials if CONSULTANT shows any of the following justifications:

1. Listed DBE fails or refuses to execute a written contract based on plans and specifications for the project.
2. The COUNTY stipulated that a bond is a condition of executing the subcontract and the listed DBE fails to meet the COUNTY's bond requirements.
3. Work requires a consultant's license and listed DBE does not have a valid license under Contractors License Law.
4. Listed DBE fails or refuses to perform the work or furnish the listed materials (failing or refusing to perform is not an allowable reason to remove a DBE if the failure or refusal is a result of bad faith or discrimination).
5. Listed DBE's work is unsatisfactory and not in compliance with the AGREEMENT.
6. Listed DBE is ineligible to work on the project because of suspension or debarment.
7. Listed DBE becomes bankrupt or insolvent.
8. Listed DBE voluntarily withdraws with written notice from the AGREEMENT
9. Listed DBE is ineligible to receive credit for the type of work required.
10. Listed DBE owner dies or becomes disabled resulting in the inability to perform the work on the AGREEMENT.
11. The COUNTY determines other documented good cause.

CONSULTANT shall notify the original DBE of the intent to use other forces or material sources and provide the reasons and provide the DBE with 5 days to respond to the notice and advise CONSULTANT and the COUNTY of the reasons why the use of other forces or sources of materials should not occur.

CONSULTANT's request to use other forces or material sources must include:

1. One or more of the reasons listed in the preceding paragraph.
2. Notices from CONSULTANT to the DBE regarding the request.
3. Notices from the DBEs to CONSULTANT regarding the request.

If a listed DBE is terminated or substituted, CONSULTANT must make good faith efforts to find another DBE to substitute for the original DBE. The substitute DBE must perform at least the same amount of work as the original DBE under the AGREEMENT to the extent needed to meet or exceed the DBE goal.

#### F. Commitment and Utilization

The COUNTY's DBE program must include a monitoring and enforcement mechanism to ensure that DBE commitments reconcile to DBE utilization.

The COUNTY shall request CONSULTANT to:

1. Notify the COUNTY's Contract Administrator or designated representative of any changes to its anticipated DBE participation

2. Provide this notification before starting the affected work
3. Maintain records including:
  - Name and business address of each 1st-tier Subconsultant
  - Name and business address of each DBE Subconsultant, DBE vendor, and DBE trucking company, regardless of tier
  - Date of payment and total amount paid to each business (see Exhibit 9-F Monthly Disadvantaged Business Enterprise Payment)

If CONSULTANT is a DBE CONSULTANT, they shall include the date of work performed by their own forces and the corresponding value of the work.

If a DBE is decertified before completing its work, the DBE must notify CONSULTANT in writing of the decertification date. If a business becomes a certified DBE before completing its work, the business must notify CONSULTANT in writing of the certification date. CONSULTANT shall submit the notifications to the COUNTY. On work completion, CONSULTANT shall complete a Disadvantaged Business Enterprises (DBE) Certification Status Change, Exhibit 17-O, form and submit the form to the COUNTY within 30 days of AGREEMENT acceptance.

Upon work completion, CONSULTANT shall complete Exhibit 17-F Final Report – Utilization of Disadvantaged Business Enterprises (DBE), First-Tier Subcontractors and submit it to the COUNTY within 90 days of AGREEMENT acceptance. The COUNTY will withhold \$10,000 until the form is submitted. The COUNTY will release the withhold upon submission of the completed form.

In the COUNTY's reports of DBE participation to Caltrans, the COUNTY must display both commitments and attainments.

- G. A DBE is only eligible to be counted toward the AGREEMENT goal if it performs a commercially useful function (CUF) on the AGREEMENT. CUF must be evaluated on an agreement by agreement basis. A DBE performs a Commercially Useful Function (CUF) when it is responsible for execution of the work of the AGREEMENT and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a CUF, the DBE must also be responsible, with respect to materials and supplies used on the AGREEMENT, for negotiating price, determining quality and quantity, ordering the material and installing (where applicable), and paying for the material itself. To determine whether a DBE is performing a CUF, evaluate the amount of work subcontracted, industry practices, whether the amount the firm is to be paid under the AGREEMENT is commensurate with the work it is actually performing, and other relevant factors.
- H. A DBE does not perform a CUF if its role is limited to that of an extra participant in a transaction, AGREEMENT, or project through which funds are passed in order to obtain the appearance of DBE participation. In determining whether a DBE is such an extra participant, examine similar transactions, particularly those in which DBEs do not participate.
- I. If a DBE does not perform or exercise responsibility for at least thirty percent (30%) of the total cost of its AGREEMENT with its own work force, or the DBE subcontracts a greater portion of the work of the AGREEMENT than would be expected on the basis of normal

industry practice for the type of work involved, it will be presumed that it is not performing a CUF.

- J. CONSULTANT shall maintain records of materials purchased or supplied from all subcontracts entered into with certified DBEs. The records shall show the name and business address of each DBE or vendor and the total dollar amount actually paid each DBE or vendor, regardless of tier. The records shall show the date of payment and the total dollar figure paid to all firms. DBE CONSULTANTS shall also show the date of work performed by their own forces along with the corresponding dollar value of the work.
- K. If a DBE Subconsultant is decertified during the life of the AGREEMENT, the decertified Subconsultant shall notify CONSULTANT in writing with the date of decertification. If a Subconsultant becomes a certified DBE during the life of the AGREEMENT, the Subconsultant shall notify CONSULTANT in writing with the date of certification. Any changes should be reported to COUNTY's Contract Administrator within thirty (30) calendar days.
- L. After submitting an invoice for reimbursement that includes a payment to a DBE, but no later than the 10th of the following month, the prime contractor/consultant shall complete and email the Exhibit 9-F: Disadvantaged Business Enterprise Running Tally of Payments to business.support.unit@dot.ca.gov with a copy to the Agency.
- M. Any subcontract entered into as a result of this AGREEMENT shall contain all of the provisions of this section.

## ARTICLE XXIV INSURANCE

Without limiting Consultant's duties of defense and indemnification:

- A. Consultant and any subcontractor shall carry Commercial General Liability Insurance, and other coverage necessary to protect County and the public, with limits of \$2 million per occurrence or claim. Such coverage shall:
  - 1. Be equivalent to the current Insurance Services Office (ISO) form CG 00 01, assuring coverage for products and completed operations, property damage, bodily injury, and personal and advertising injury.
  - 2. Include an endorsement, or an amendment to the policy of insurance, naming Shasta County, its elected officials, officers, employees, agents, and volunteers as additional insureds; the additional insureds coverage shall be equal to the current ISO forms CG 20 10 for on-going operations, and CG 20 37 for completed operations.
  - 3. Apply separately to this project and location(s); in the event of a general aggregate limit, the general aggregate limit shall be twice the required per occurrence limit.
  - 4. Contain, or be endorsed to 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.”
- B. Consultant and any subcontractor shall carry Automobile Liability Insurance covering any auto, unless Consultant has no owned autos then covering at minimum hired and non-owned autos, with limits of \$1 million per occurrence or claim. Such coverage shall:
1. Include, or be endorsed to contain, Additional Insured coverage in favor of Shasta County, its elected officials, officers, employees, agents, and volunteers.
  2. Include, or be endorsed to contain, coverage for hazardous waste transportation, when appropriate to the work being performed.
- C. Consultant and any subcontractor shall carry statutorily required Workers' Compensation Insurance, and Employer's Liability Insurance with limits of \$1 million per occurrence or claim, to cover Consultant, subcontractor, Consultant's partner(s), subcontractor's partner(s), Consultant's employees, and subcontractor's(s') employees, covering the full liability for compensation for injury to those employed by Consultant or subcontractor. 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.
- D. Consultant shall carry Professional Liability (Errors and Omissions) Insurance, applicable to the Consultant's profession and the services/work being performed, with limits of not less than \$2 million per occurrence or claim, \$2 million aggregate.
- E. Consultant shall assure subcontractors meet all insurance requirements of Consultant.
- F. With regard to all insurance coverage required by this agreement:
- (1) Any deductible or self-insured retention exceeding \$25,000 for Consultant or subcontractor shall be disclosed to and be subject to approval by the Shasta County Risk Manager prior to the effective date of this agreement; policy shall provide, or be endorsed to provide, that any self-insured retention or deductible may be satisfied by either the named insured or County, and must also provide that defense costs satisfy the self-insured retention or deductible. Any and all deductibles and self-insured retentions shall be the sole responsibility of Consultant or subcontractor who procured such coverage, and shall not apply to the Indemnified Additional Insured Parties. County may deduct from any amounts otherwise due Consultant to fund the self-insured retention or deductible.
  - (2) If any insurance coverage required hereunder is provided on a “claims made” rather than “occurrence” form, Consultant or subcontractor shall maintain such 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 coverage for claims received and reported three years after the expiration date of this agreement.



- (3) In the event coverage is reduced or canceled, or otherwise materially changed, a notice of said reduction or cancellation or change shall be provided to County within 24 hours.
- (4) Consultant hereby grants to Shasta County, its elected officials, officers, employees, agents, and volunteers, a waiver of any right to subrogation or recovery which any insurer of said Consultant may acquire against County by virtue of the payment of any loss under such coverage, and agrees to obtain any endorsement that may be necessary to affect this waiver; this provision applies regardless of whether or not County has received such a waiver or endorsement.
- (5) Any available insurance proceeds in excess of the specified minimum limits and insurance coverage pursuant to the terms of this agreement shall be applicable to County.
- (6) Before the effective date of this agreement, Consultant shall provide County with certificates of insurance, and all amendatory endorsements or policy amendments, as evidence of meeting insurance coverage required of this agreement; for purposes of verification of Consultant meeting insurance requirements of this agreement, County reserves the right to require any policies, declarations, endorsements, and other documentation.
- (7) Coverage required herein shall be in effect at all times during the term of this agreement, and may be provided by programs of self-insurance when supported by adequate evidence meeting appropriate self-insurance and regulatory compliance. Insurance is to be placed with insurers authorized to transact business in California, with a current A.M. Best's rating of not less than A:VII, unless otherwise authorized by County.
- (8) 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.
- (9) For any claims related to this agreement, Consultant's coverage shall be primary and non-contributory. Any coverage maintained by Shasta County, its elected officials, officers, employees, agents, and volunteers, shall be excess of the Consultant's coverage and shall not contribute with it.
- (10) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to Shasta County, its elected officials, officers, employees, agents, or volunteers.

## **ARTICLE XXV FUNDING REQUIREMENTS**

- A. It is mutually understood between the parties that this AGREEMENT may have been written before ascertaining the availability of funds or appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays that would occur if the AGREEMENT were executed after that determination was made.
- B. This AGREEMENT is valid and enforceable only, if sufficient funds are made available to COUNTY for the purpose of this AGREEMENT. In addition, this AGREEMENT is subject to any additional restrictions, limitations, conditions, or any statute enacted by the Congress, State Legislature, or COUNTY governing board that may affect the provisions, terms, or funding of this AGREEMENT in any manner.
- C. It is mutually agreed that if sufficient funds are not appropriated, this AGREEMENT may be amended to reflect any reduction in funds.
- D. COUNTY has the option to terminate the AGREEMENT pursuant to Article XI "Termination," or by mutual agreement to amend the AGREEMENT to reflect any reduction of funds.

## **ARTICLE XXVI CHANGE IN TERMS**

- A. This AGREEMENT may be amended or modified only by mutual written agreement of the parties.
- B. CONSULTANT shall only commence work covered by an amendment after the amendment is executed and notification to proceed has been provided by COUNTY's Contract Administrator.
- C. There shall be no change in CONSULTANT's Project Manager or members of the project team, as listed in the approved Cost Proposal, which is a part of this AGREEMENT without prior written approval by COUNTY's Contract Administrator.

## **ARTICLE XXVII CONTINGENT FEE**

CONSULTANT warrants, by execution of this AGREEMENT that no person or selling agency has been employed, or retained, to solicit or secure this AGREEMENT upon an agreement or understanding, for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees, or bona fide established commercial or selling agencies maintained by CONSULTANT for the purpose of securing business. For breach or violation of this warranty, COUNTY has the right to annul this AGREEMENT without liability; pay only for the value of the work actually performed, or in its discretion to deduct from the AGREEMENT price or consideration, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

## **ARTICLE XXVIII DISPUTES**

Prior to either party commencing any legal action under this AGREEMENT, the parties agree to try in good faith, to settle any dispute amicably between them. If a dispute has not been settled after forty-five (45) days of good-faith negotiations and as may be otherwise provided herein, then either party may commence legal action against the other.

- A. Any dispute, other than audit, concerning a question of fact arising under this AGREEMENT that is not disposed of by agreement shall be decided by a committee consisting of COUNTY's Contract Administrator and COUNTY's Public Works Director, who may consider written or verbal information submitted by CONSULTANT.
- B. Not later than thirty (30) calendar days after completion of all deliverables necessary to complete the plans, specifications and estimate, CONSULTANT may request review by COUNTY Governing Board of unresolved claims or disputes, other than audit. The request for review will be submitted in writing.
- C. Neither the pendency of a dispute, nor its consideration by the committee will excuse CONSULTANT from full and timely performance in accordance with the terms of this AGREEMENT.

## **ARTICLE XXVIX INSPECTION OF WORK**

CONSULTANT and any Subconsultant shall permit COUNTY, the state, and the FHWA if federal participating funds are used in this AGREEMENT; to review and inspect the project activities and files at all reasonable times during the performance period of this AGREEMENT.

## **ARTICLE XXX SAFETY**

- A. CONSULTANT shall comply with OSHA regulations applicable to CONSULTANT regarding necessary safety equipment or procedures. CONSULTANT shall comply with safety instructions issued by COUNTY Safety Officer and other COUNTY representatives. CONSULTANT personnel shall wear hard hats and safety vests at all times while working on the construction project site.
- B. Pursuant to the authority contained in Vehicle Code §591, COUNTY has determined that such areas are within the limits of the project and are open to public traffic. CONSULTANT shall comply with all of the requirements set forth in Divisions 11, 12, 13, 14, and 15 of the Vehicle Code. CONSULTANT shall take all reasonably necessary precautions for safe operation of its vehicles and the protection of the traveling public from injury and damage from such vehicles.

## **ARTICLE XXXI OWNERSHIP OF DATA**

- A. It is mutually agreed that all materials prepared by CONSULTANT under this AGREEMENT shall become the property of County, and CONSULTANT shall have no property right therein whatsoever. Immediately upon termination, County shall be entitled to, and CONSULTANT shall deliver to County, reports, investigations, appraisals, inventories, studies, analyses, drawings and data estimates performed to that date, whether completed or not, and other such materials as may have been prepared or accumulated to date by CONSULTANT in performing this AGREEMENT which is not CONSULTANT's privileged information, as defined by law, or CONSULTANT's personnel information, along with all other property belonging exclusively to County which is in CONSULTANT's possession. Publication of the information derived from work performed or data obtained in connection with services rendered under this AGREEMENT must be approved in writing by County.

- B. Additionally, it is agreed that the Parties intend this to be an AGREEMENT for services and each considers the products and results of the services to be rendered by CONSULTANT hereunder to be work made for hire. CONSULTANT acknowledges and agrees that the work (and all rights therein, including, without limitation, copyright) belongs to and shall be the sole and exclusive property of COUNTY without restriction or limitation upon its use or dissemination by COUNTY.
- C. Nothing herein shall constitute or be construed to be any representation by CONSULTANT that the work product is suitable in any way for any other project except the one detailed in this Contract. Any reuse by COUNTY for another project or project location shall be at COUNTY's sole risk.
- D. Applicable patent rights provisions regarding rights to inventions shall be included in the contracts as appropriate (48 CFR 27 Subpart 27.3 – Patent Rights under Government Contracts for federal-aid contracts).
- E. COUNTY may permit copyrighting reports or other agreement products. If copyrights are permitted; the AGREEMENT shall provide that the FHWA shall have the royalty-free nonexclusive and irrevocable right to reproduce, publish, or otherwise use; and to authorize others to use, the work for government purposes.
- F. Nothing in this section prohibits CONSULTANT from using standard details and other design features on the projects.

#### **ARTICLE XXXII CLAIMS FILED BY COUNTY's CONSTRUCTION CONTRACTOR**

- A. If claims are filed by COUNTY's construction contractor relating to work performed by CONSULTANT's personnel, and additional information or assistance from CONSULTANT's personnel is required in order to evaluate or defend against such claims; CONSULTANT agrees to make its personnel available for consultation with COUNTY's construction contract administration and legal staff and for testimony, if necessary, at depositions and at trial or arbitration proceedings.
- B. CONSULTANT's personnel that COUNTY considers essential to assist in defending against construction contractor claims will be made available on reasonable notice from COUNTY. Consultation or testimony will be reimbursed at the same rates, including travel costs that are being paid for CONSULTANT's personnel services under this AGREEMENT.
- C. Services of CONSULTANT's personnel in connection with COUNTY's construction contractor claims will be performed pursuant to a written AGREEMENT amendment, if necessary, extending the termination date of this AGREEMENT in order to resolve the construction claims.

#### **ARTICLE XXXIII CONFIDENTIALITY OF DATA**

- A. All financial, statistical, personal, technical, or other data and information relative to COUNTY's operations, which are designated confidential by COUNTY and made available to CONSULTANT in order to carry out this AGREEMENT, shall be protected by CONSULTANT from unauthorized use and disclosure.

- B. Permission to disclose information on one occasion, or public hearing held by COUNTY relating to the AGREEMENT, shall not authorize CONSULTANT to further disclose such information, or disseminate the same on any other occasion.
- C. CONSULTANT shall not comment publicly to the press or any other media regarding the AGREEMENT or COUNTY's actions on the same, except to COUNTY's staff, CONSULTANT's own personnel involved in the performance of this AGREEMENT, at public hearings or in response to questions from a Legislative committee.
- D. CONSULTANT shall not issue any news release or public relations item of any nature, whatsoever, regarding work performed or to be performed under this AGREEMENT without prior review of the contents thereof by COUNTY, and receipt of COUNTY's written permission.
- E. All information related to the construction estimate is confidential, and shall not be disclosed by CONSULTANT to any entity, other than COUNTY, FAA, Caltrans, and/or FHWA. All of the materials prepared or assembled by CONSULTANT pursuant to performance of this AGREEMENT are confidential and CONSULTANT agrees that they shall not be made available to any individual or organization without the prior written approval of County or except by court order. If CONSULTANT or any of its officers, employees, or subcontractors does voluntarily provide information in violation of this AGREEMENT, County has the right to reimbursement and indemnity from CONSULTANT for any damages caused by CONSULTANT releasing the information, including, but not limited to, County's attorney's fees and disbursements, including without limitation experts' fees and disbursements.

#### **ARTICLE XXXIV NATIONAL LABOR RELATIONS BOARD CERTIFICATION**

In accordance with Public Contract Code §10296, CONSULTANT hereby states under penalty of perjury that no more than one final unappealable finding of contempt of court by a federal court has been issued against CONSULTANT within the immediately preceding two-year period, because of CONSULTANT's failure to comply with an order of a federal court that orders CONSULTANT to comply with an order of the National Labor Relations Board.

#### **ARTICLE XXXV EVALUATION OF CONSULTANT**

CONSULTANT's performance will be evaluated by COUNTY. A copy of the evaluation will be sent to CONSULTANT for comments. The evaluation together with the comments shall be retained as part of the AGREEMENT record.

#### **ARTICLE XXXVI PROMPT PAYMENT FROM THE COUNTY TO CONSULTANT**

The COUNTY shall make any progress payment within 30 days after receipt of an undisputed and properly submitted payment request from CONSULTANT on a professional service contract. If the COUNTY fails to pay promptly, the COUNTY shall pay interest to the contractor, which accrues at the rate of 10 percent per annum on the principal amount of a money judgment remaining unsatisfied. Upon receipt of a payment request, the COUNTY shall act in accordance with both of the following:

- (1) Each payment request shall be reviewed by the COUNTY as soon as practicable after receipt for the purpose of determining that the payment request is a proper payment request.
- (2) Any payment request determined not to be a proper payment request suitable for payment shall be returned to CONSULTANT as soon as practicable, but not later than seven (7) days, after receipt. A request returned pursuant to this paragraph shall be accompanied by a document setting forth in writing the reasons why the payment request is not proper.

#### **ARTICLE XXXVII 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.

#### **ARTICLE XXXVIII 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.

#### **ARTICLE XXXIX 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.

#### **ARTICLE XXXL 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.

#### **ARTICLE XLI 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.

#### **ARTICLE XLII 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.

#### **ARTICLE XLIII 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.

#### **ARTICLE XLIV 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.

#### **ARTICLE XLV COUNTERPARTS/ELECTRONIC, FACSIMILE, AND PDF SIGNATURES**

This agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each Party of this agreement agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act ("CUETA") Cal. Civ. Code §§ 1633.1 to 1633.17), for executing this agreement. The Parties further agree that the electronic signatures of the Parties included in this agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means an electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record pursuant to the CUETA as amended from time to time. The CUETA authorizes use of an electronic signature for transactions and contracts among Parties in California, including a government agency. Digital signature means an electronic identifier, created by computer, intended by the party using it to have the same force and effect as the use of a manual signature, and shall be reasonably relied upon by the Parties. For purposes of this section, a digital signature is a type of "electronic signature" as defined in subdivision (i) of Section 1633.2 of the Civil Code. Facsimile signatures or signatures transmitted via pdf document shall be treated as originals for all purposes.

## ARTICLE XLVI NOTIFICATION

All notices hereunder and communications regarding interpretation of the terms of this AGREEMENT and changes thereto, shall be effected by the mailing thereof by registered or certified mail, return receipt requested, postage prepaid, and addressed as follows:

### CONSULTANT:

Mead & Hunt, Inc.  
Jeff Leonard, Program/Project Manager  
1360 19th Hole Drive, Suite 200,  
Windsor, CA 95492  
(707) 284-8676  
[Jeff.leonard@meadhunt.com](mailto:Jeff.leonard@meadhunt.com)

### COUNTY:

Shasta County Department of Public Works  
Shawn Ankeny, Contract Administrator  
1855 Placer Street  
Redding, CA 96001  
Ph: (530) 225-5661; Fax: (530) 225-5667  
E-mail: [sankeney@co.shasta.ca.us](mailto:sankeney@co.shasta.ca.us)

Any oral notice authorized by this AGREEMENT shall be given to the persons specified in Article XLVI and shall be deemed to be effective immediately.

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.

## ARTICLE XLVII CONTRACT

The two parties to this AGREEMENT, who are the before named CONSULTANT and the before named COUNTY, hereby agree that this AGREEMENT constitutes the entire AGREEMENT which is made and concluded in duplicate between the two parties. Both of these parties for and in consideration of the payments to be made, conditions mentioned, and work to be performed; each agree to diligently perform in accordance with the terms and conditions of this AGREEMENT as evidenced by the signatures below.

***SIGNATURE PAGE FOLLOWS***



**ARTICLE XLVIII SIGNATURES**

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

\_\_\_\_\_  
PATRICK JONES, CHAIR  
Board of Supervisors  
County of Shasta  
State of California

ATTEST:

MARY E. WILLIAMS  
Acting Clerk of the Board of Supervisors

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

Approved as to form:

RUBIN E. CRUSE, JR  
APPROVAL  
County Counsel

RISK MANAGEMENT

DocuSigned by:  
By: Matthew M. McOmber 02/27/2023 | 5:01 PM PST  
Matthew M. McOmber  
Senior Deputy County Counsel

DocuSigned by:  
By: James Johnson 02/27/2023 | 2:24 PM PST  
James Johnson  
Risk Management Analyst III

**CONSULTANT**  
MEAD & HUNT, INC.

DocuSigned by:  
By: Jeff Leonard  
BB649AF18871441...  
Print Name: Jeff Leonard

DocuSigned by:  
By: Berry Still  
809B01790895476...  
Print Name: Berry Still

Title: Vice President

Title: Secretary

Date: 02/27/2023 | 10:35 AM PST

Date: 02/27/2023 | 12:42 PM PST

Tax I.D.#: 39-0793822

**MEAD & HUNT, Inc.**  
**Standard Billing Rate Schedule**  
**Effective January 2023**

**Standard Billing Rates**

• Clerical .....	\$95.00 / hour
• Technical Editor .....	\$129.00 / hour
• Accounting, Administrative Assistant .....	\$121.00 / hour
• Technician I, Technical Writer .....	\$112.00 / hour
• Technician II, Surveyor - Instrument Person .....	\$130.00 / hour
• Technician III .....	\$151.00 / hour
• Technician IV .....	\$159.00 / hour
• Senior Technician .....	\$200.00 / hour
• Engineer I, Scientist I, Architect I, Planner I .....	\$142.00 / hour
• Engineer II, Scientist II, Architect II, Planner II .....	\$158.00 / hour
• Engineer III, Scientist III, Architect III, Planner III .....	\$170.00 / hour
• Construction Resident Project Representative (RPR) .....	\$179.00 / hour
• Senior Engineer, Senior Scientist, Senior Architect, Senior Planner, Construction Management .....	\$220.00 / hour
• Project Engineer, Project Scientist, Project Architect, Project Planner .....	\$235.00 / hour
• Senior Project Engineer, Senior Project Scientist, Senior Project Architect, Senior Project Planner .....	\$272.00 / hour
• Senior Associate, Principal, Senior Client / Project Manager .....	\$340.00 / hour

**Expenses**

• Geographic Information or GPS Systems .....	\$100.00 / day
• Total Station Survey Equipment .....	\$110.00 / day
Charges for other equipment may appear in a proposal	
• Out-Of-Pocket Direct Job Expenses .....	cost plus 15%
Such as reproductions, sub-consultants / contractors, etc	

**Travel Expense**

• Company or Personal Car Mileage .....	\$ IRS rate / mile*
* Rates will be charged at Current IRS rate	
• Air and Surface Transportation .....	cost plus 15%
• Lodging and Sustenance .....	cost plus 15%

**Billing and Payment**

- Travel time is charged for work required to be performed out-of-office. A minimum of two hours will be billed for any work out-of-office.
- Invoicing is on a monthly basis for work performed. Payment for services is due within 30 days from the date of the invoice. An interest charge of 1.5% per month is made on the unpaid balance starting 30 days after the date of invoice.

This schedule of billing rates is effective January 1, 2023, and will remain in effect until December 31, 2023, unless unforeseen increases in operational costs are encountered. We reserve the right to change rates to reflect such increases.

## EXHIBIT 10-02 CONSULTANT CONTRACT DBE COMMITMENT


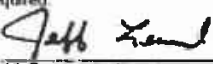
Local Assistance Procedures Manual

Exhibit 10-02  
Consultant Contract DBE Commitment

## EXHIBIT 10-02 CONSULTANT CONTRACT DBE COMMITMENT

1. Local Agency: Shasta County 2. Contract DBE Goal: No Goal  
 3. Project Description: On-call Grant Administration, Design/Engineering, Planning, Environmental, and CM Services  
 4. Project Location: Fall River Mills Airport (O89)  
 5. Consultant's Name: Mead & Hunt 6. Prime Certified DBE: ☐ 7. Total Contract Award Amount: 300000  
 8. Total Dollar Amount for ALL Subconsultants: \$ 0.00 9. Total Number of ALL Subconsultants: 0

10. Description of Work, Service, or Materials Supplied	11. DBE Certification Number	12. DBE Contact Information	13. DBE Dollar Amount

Local Agency to Complete this Section		14. TOTAL CLAIMED DBE PARTICIPATION	\$
20. Local Agency Contract Number: <u>710539</u> 21. Federal-Aid Project Number: <u>TBD</u> 22. Contract Execution Date: <u> </u>			%
Local Agency certifies that all DBE certifications are valid and information on this form is complete and accurate.   23. Local Agency Representative's Signature Shawn Ankeny 25. Local Agency Representative's Name Principal Engineer - Engineering 27. Local Agency Representative's Title		IMPORTANT: Identify all DBE firms being claimed for credit, regardless of tier. Written confirmation of each listed DBE is required.  15. Preparer's Signature JEFF LEONARD 17. Preparer's Name VICE PRESIDENT, MEAD + HUNT, INC. 19. Preparer's Title 24. Date: <u>2/9/23</u> 26. Phone: <u>530-245-6810</u> 16. Date: <u>2-10-2023</u> 18. Phone: <u>707 284 8676</u>	

DISTRIBUTION: 1. Original – Local Agency  
 2. Copy – Caltrans 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.

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-89, Sacramento, CA 95814.

Page 1 of 2  
 July 23, 2015

**EXHIBIT 10-02 CONSULTANT CONTRACT DBE COMMITMENT**

**Local Assistance Procedures Manual**

**Exhibit 10-02  
 Consultant Contract DBE Commitment**

**INSTRUCTIONS – CONSULTANT CONTRACT DBE COMMITMENT**

**CONSULTANT SECTION**

- 1. Local Agency** - Enter the name of the local or regional agency that is funding the contract.
- 2. Contract DBE Goal** - Enter the contract DBE goal percentage as it appears on the project advertisement.
- 3. Project Description** - Enter the project description as it appears on the project advertisement (Bridge Rehab, Seismic Rehab, Overlay, Widening, etc).
- 4. Project Location** - Enter the project location as it appears on the project advertisement.
- 5. Consultant's Name** - Enter the consultant's firm name.
- 6. Prime Certified DBE** - Check box if prime contractor is a certified DBE.
- 7. Total Contract Award Amount** - Enter the total contract award dollar amount for the prime consultant.
- 8. Total Dollar Amount for ALL Subconsultants** - Enter the total dollar amount for all subcontracted consultants. SUM = (DBEs + all Non-DBEs). Do not include the prime consultant information in this count.
- 9. Total number of ALL subconsultants** - Enter the total number of all subcontracted consultants. SUM = (DBEs + all Non-DBEs). Do not include the prime consultant information in this count.
- 10. Description of Work, Services, or Materials Supplied** - Enter description of work, services, or materials to be provided. Indicate all work to be performed by DBEs including work performed by the prime consultant's own forces, if the prime is a DBE. If 100% of the item is not to be performed or furnished by the DBE, describe the exact portion to be performed or furnished by the DBE. See LAPM Chapter 9 to determine how to count the participation of DBE firms.
- 11. DBE Certification Number** - Enter the DBE's Certification Identification Number. All DBEs must be certified on the date bids are opened.
- 12. DBE Contact Information** - Enter the name, address, and phone number of all DBE subcontracted consultants. Also, enter the prime consultant's name and phone number, if the prime is a DBE.
- 13. DBE Dollar Amount** - Enter the subcontracted dollar amount of the work to be performed or service to be provided. Include the prime consultant if the prime is a DBE. See LAPM Chapter 9 for how to count full/partial participation.
- 14. Total Claimed DBE Participation - \$:** Enter the total dollar amounts entered in the "DBE Dollar Amount" column. **%:** Enter the total DBE participation claimed ("Total Participation Dollars Claimed" divided by item "Total Contract Award Amount"). If the total % claimed is less than item "Contract DBE Goal," an adequately documented Good Faith Effort (GFE) is required (see Exhibit 15-H DBE Information - Good Faith Efforts of the LAPM).
- 15. Preparer's Signature** - The person completing the DBE commitment form on behalf of the consultant's firm must sign their name.
- 16. Date** - Enter the date the DBE commitment form is signed by the consultant's preparer.
- 17. Preparer's Name** - Enter the name of the person preparing and signing the consultant's DBE commitment form.
- 18. Phone** - Enter the area code and phone number of the person signing the consultant's DBE commitment form.
- 19. Preparer's Title** - Enter the position/title of the person signing the consultant's DBE commitment form.

**LOCAL AGENCY SECTION**

- 20. Local Agency Contract Number** - Enter the Local Agency contract number or identifier.
- 21. Federal-Aid Project Number** - Enter the Federal-Aid Project Number.
- 22. Contract Execution Date** - Enter the date the contract was executed.
- 23. Local Agency Representative's Signature** - The person completing this section of the form for the Local Agency must sign their name to certify that the information in this and the Consultant Section of this form is complete and accurate.
- 24. Date** - Enter the date the DBE commitment form is signed by the Local Agency Representative.
- 25. Local Agency Representative's Name** - Enter the name of the Local Agency Representative certifying the consultant's DBE commitment form.
- 26. Phone** - Enter the area code and phone number of the person signing the consultant's DBE commitment form.
- 27. Local Agency Representative Title** - Enter the position/title of the Local Agency Representative certifying the consultant's DBE commitment form.

**Page 2 of 2  
 July 23, 2015**

**REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS**

**BOARD MEETING DATE:** March 14, 2023

**CATEGORY:** Consent - Public Works-8.

**SUBJECT:**

Award to the lowest responsive and responsible bidder, Highway Specialty Company, Inc., the contract for the “Zogg Fire Guardrail Repair Project,” Contract No. 706818.

**DEPARTMENT:** Public Works

**Supervisory District No. :** 2

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

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

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

**RECOMMENDATION**

Award to the lowest responsive and responsible bidder, Highway Specialty Company, Inc., on a lump sum basis, the contract for the “Zogg Fire Guardrail Repair Project,” Contract No. 706818, in the amount of \$156,799.00.

**DISCUSSION**

The County is preparing to repair guardrails at three locations that the Zogg Fire damaged. On April 5, 2022, the Board approved plans and specifications to construct the project. On February 23, 2023, two bids were received and opened. The low bid was 39% below the Engineer’s Estimate. Staff recommends that the Board award the contract to the lowest responsive and responsible bidder, Highway Specialty Company, Inc. in the amount of \$156,799.00.

**ALTERNATIVES**

The Board may decline to proceed with the project at this time. The temporary barriers will remain in place, and continued maintenance will be required for the barriers.

**OTHER AGENCY INVOLVEMENT**

Caltrans oversees the project; the County has received authorization from Caltrans to advance construction. County Counsel has approved the contract documents as to form. Risk Management has approved the contract documents. The Recommendation has been reviewed by the County Administrative Office.

**FISCAL IMPACT**

The total cost of this project is estimated to be \$257,000. The Federal Highway Administration Emergency Repair funds will reimburse 80% of the costs. Gas tax will fund the remaining 20%. Sufficient appropriations are included in the Adopted Fiscal Year 2022-23 Roads budget.

ATTACHMENTS:

Description	Upload Date	Description
Bid Summary Detail	2/27/2023	Bid Summary Detail



**REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS**

**BOARD MEETING DATE:** March 14, 2023

**CATEGORY:** Consent - Public Works-9.

**SUBJECT:**

Adopt a resolution which recognizes that the circumstances and factors that led to the May 31, 2022, proclamation establishing the Shasta County Grant-Funded Emergency Drought Relief Program (Program) for the purpose of implementing grant funded work on private water supply systems that supports immediate drought response and mitigates drought impacts have not been resolved and that there is a need for continuation of the emergency proclamation and find the Program categorically exempt in conformance with the California Environmental Quality Act (CEQA) Guidelines 14 CCR Section 15269-Emergency Projects.

**DEPARTMENT:** Public Works  
Resource Management

**Supervisory District No. :** All

**DEPARTMENT CONTACT:** Al Cathey, Public Works Director, (530) 225-5661

**STAFF REPORT APPROVED BY:** Troy Bartolomei, Assistant Public Works Director; Paul Hellman, Director of Resource Management

<b>Vote Required?</b>	<b>General Fund Impact?</b>
4/5 Vote	General Fund Impact

**RECOMMENDATION**

Adopt a resolution which recognizes that the circumstances and factors that led to the May 31, 2022, proclamation establishing the Shasta County Grant-Funded Emergency Drought Relief Program (Program) for the purpose of implementing grant funded work on private water supply systems that supports immediate drought response and mitigates drought impacts have not been resolved and that there is a need for continuation of the emergency proclamation and find the Program categorically exempt in conformance with the California Environmental Quality Act (CEQA) Guidelines 14 CCR Section 15269-Emergency Projects.

**DISCUSSION**

On October 19, 2021, the Governor expanded the drought emergency declaration statewide. On February 13, 2023, the Governor reaffirmed drought conditions still exist and the emergency declarations issued in 2021 remain in full force and effect. The State is experiencing critically dry conditions. In 2023, the United States Bureau of Reclamation reduced Central Valley Project water deliveries to 35% for agricultural use and 75% for municipal and industrial uses for north of delta contractors. The dry conditions present urgent problems. The recent precipitation has not yet recharged the groundwater tables. Drinking water supplies are still at risk in many communities. Although our region has received much needed precipitation, drought conditions persist. Staff will continue to monitor the status of drought conditions and will report to this Board with relevant, updated information as it relates to emergency status and the County's Program.

The State Water Resources Control Board opened a "County-wide and Regional Funding Solicitation." Counties or eligible partner entities may receive funding to implement regional programs that address drought-related and/or contamination issues for small water systems and domestic wells serving disadvantaged communities and low-income households. The Department



of Resource Management applied for funding under the above solicitation. On July 7, 2022, the County received written verification of Grant approval effective July 1, 2022, for the Shasta County Drinking Water Drought Assistance Program in the amount of \$2,474,998 from the State Water Resources Control Board, Division of Financial Assistance (email attached). Requests for reimbursement may not be made by the County until after Shasta County has received and agreed to the terms and conditions of the applicable funding agreement from the State. On December 6, 2022, the State provided a draft funding agreement. Staff is currently in discussions with the State.

The grant is also intended to provide water to disadvantaged communities and low-income households that face the loss or contamination of their water supplies. Eligible uses and purposes of the grants include but are not limited to hauled water, installation of individual and community water tanks, bottled water delivery, emergency water interties, new wells and pumps or rehabilitation of existing wells and pumps, and other projects that support immediate drought response.

Once eligibility is approved, the County's engineering consultant will assess the problem and provide a report of their findings and recommendations to the County. Based upon the engineering consultant's findings and recommendations, the County may provide appropriate interim and/or long-term solutions to the community or household through the County's well, pump, water hauling, and bottled water contractors.

The nature of the types of projects that the County envisions being available for assistance under the Program are, in general, unexpected losses of access to water that will require very prompt action. The necessary services will take too much time to procure through the normal competitive bidding process of three to six months or longer. The delays in implementing the program, projects, and services through the normal procurement process would result in a loss of potable water for the affected communities and households.

Public Contract Code section 22050(a)(1) states, "In the case of an emergency, a public agency, pursuant to a four-fifths vote of its governing body may repair or replace a public facility, take any directly related and immediate action required by that emergency, and procure the necessary equipment, services, and supplies for those purposes, without giving notice for bids to let contracts." Because this program is State funded and involves work paid for out of public funds, the Labor Code and Public Contract Code applicable to public works emergency contracts apply even for work done on private property. A report of work done on the Program is attached as Exhibit A to the Resolution.

The resolution also addresses CEQA requirements. Cal Code Regs. tit. 14 § 15269 (CEQA exemption 15269) states that certain "emergency projects are exempt from the requirements of CEQA," including but not limited to emergency repairs in these types of circumstances where it is necessary to maintain a service that is essential to the public health, safety or welfare. "Emergency repairs include those that require a reasonable amount of planning to address an anticipated emergency." (CEQA exemption 15269(b).) CEQA exemption 15269(c) also provides that actions necessary to prevent or mitigate an emergency are exempt from CEQA. The projects and program referenced by the resolution constitute an emergency project that is exempt from the California Environmental Quality Act ("CEQA") (Pub. Res. Code, §§ 21000, et seq. and Title 14 of the California Code of Regulations, §§ 15000 et seq. ("State CEQA Guidelines")), pursuant to 14 Cal. Code of Regs. §15269 as an emergency project.

## **ALTERNATIVES**

The Board may decline to maintain the emergency finding and the Resolution, in which case the Program terminates.

## **OTHER AGENCY INVOLVEMENT**

Resource Management manages the Program. Public Works administers the contracts. County Counsel has approved the resolution as to form. The Recommendation has been reviewed by the County Administrative Office.

## **FISCAL IMPACT**

State drought relief grant funds will cover the cost of the projects under the Program. To date, one grant application for \$2,475,000 has been approved by the State, which is being administered under the Program with the understanding that the State will provide the funding agreement necessary for reimbursement in the near future. Sufficient appropriations to administer

**BOARD OF SUPERVISORS REGULAR MEETING - March 14, 2023**

the program are included in the Adopted Fiscal Year 2022/23 Environmental Health budget. The Environmental Health fund (Budget Unit 402) is part of the general fund and as such the grants will be funded by general fund cash while awaiting reimbursement from the State. There is no general fund impact once reimbursement is received.

**ATTACHMENTS:**

Description	Upload Date	Description
Draft Resolution	3/7/2023	Draft Resolution
Exhibit A	3/7/2023	Exhibit A
State Approval Email 07.07.22	9/19/2022	State Approval Email 07.07.22

**RESOLUTION NO. 2023-  
RESOLUTION OF THE BOARD OF SUPERVISORS  
OF THE COUNTY OF SHASTA  
CONTINUING THE PROCLAMATION OF  
THE SHASTA COUNTY GRANT-FUNDED DROUGHT RELIEF PROGRAM FOR  
EMERGENCY REPAIRS AND REPLACEMENT NECESSARY FOR PROVISION OF  
WATER SERVICE WITHIN THE COUNTY**

**WHEREAS**, Public Contract Code section 1102 defines an emergency as “a sudden unexpected occurrence that poses a clear and imminent danger, requiring immediate action to prevent or mitigate the loss or impairment of life, health, property, or essential public services”; and

**WHEREAS**, pursuant to Public Contract Code section 20134(a), “In cases of emergency, when repair or replacements are necessary to permit the continued conduct of county operations or services, the board of supervisors, . . . may proceed at once to replace or repair any and all structures without adopting the plans, specifications, strain sheets, or working details or, subject to Chapter 2.5 (commencing with Section 22050), giving notice for bids to let contracts. If notice for bids to let contracts will not be given, the board shall comply with Chapter 2.5 (commencing with Section 22050)”; and

**WHEREAS**, Public Contract Code section 22050(a)(1) states, “In the case of an emergency, a public agency, pursuant to a four-fifths vote of its governing body may repair or replace a public facility, take any directly related and immediate action required by that emergency, and procure the necessary equipment, services, and supplies for those purposes, without giving notice for bids to let contracts”; and

**WHEREAS**, On October 19, 2021, the Governor of the State of California expanded the drought emergency declaration to proclaim a state of emergency due to drought such that the drought state of emergency is in effect statewide; and

**WHEREAS**, On February 13, 2023, the Governor of the State of California issued Executive Order N-3-23 stating that the drought emergency proclamations issued in 2021 remain in full force and effect; and

**WHEREAS**, the Governor’s State of Emergency Proclamation acknowledges that the State of California is experiencing critically dry conditions; and

**WHEREAS**, in 2023, the United States Bureau of Reclamation reduced Central Valley Project water deliveries to 35% for agricultural use and 75% for municipal and industrial uses north of delta contractors; and

**WHEREAS**, dry conditions and lack of precipitation present urgent problems: drinking water supplies are at risk in many communities; and

**WHEREAS**, the magnitude of the severe drought conditions presents threats beyond the control of the services, personnel, equipment and facilities of any single local government and require the combined forces of a mutual aid region or regions to combat; and

**WHEREAS**, these conditions are likely to be beyond the services, equipment, personnel and fiscal resources of the County of Shasta; and

Resolution No. 2023-  
March 14, 2023  
Page 2 of 5

**WHEREAS**, The State of California has implemented multiple drought relief grant programs, including the Small Community Drought Relief Grant; Urban and Multibenefit Drought Relief Grant; Safe and Affordable Funding for Equity and Resilience (SAFER); and any other drought relief grant, if any, that may become available to the County to address drought impacts (collectively, the Grants) and the County wishes to establish a program for the purpose of utilizing the Grants to address immediate impacts on human health and safety, including providing water to households or communities that lose access to water or are threatened with the contamination of water supplies, among other work, services, and projects if authorized by the Grants; and

**WHEREAS**, the Grants are intended to provide water to disadvantaged communities and low-income households that face the loss or contamination of their water supplies, to address immediate impacts on human health and safety; and

**WHEREAS**, the State of California Department of Water Resources has represented that some of the types of eligible uses and purposes of the Grants include but are not limited to funding hauled water, installation of individual and community water tanks, bottled water delivery, emergency water interties, new wells and pumps or rehabilitation of existing wells and pumps, and other projects that support immediate drought response; and

**WHEREAS**, the engineering services, construction services, and water supply services for eligible households and communities required to properly repair or otherwise adequately remediate unexpected or unplanned loss of access to water, whether due to the failure of a domestic well or other cause, will take too much time to procure through the normal competitive bidding process, which can often take three to six months; and

**WHEREAS**, delays in implementing the program, projects, and services authorized under the Grants and this Resolution will result in serious interruption of access, and loss, of potable water for the affected communities and households; and

**WHEREAS**, on May 31, 2022, the Board of Supervisors adopted Resolution No. 2022-059 proclaiming the existence of an emergency and established the Shasta County Grant-Funded Drought Relief Program (the Program); and

**WHEREAS**, on July 7, 2022, the County received written verification of Grant approval, effective July 1, 2022, from the State Water Resources Control Board, Division of Financial Assistance, for the Shasta County Drinking Water Drought Assistance Program in the amount of \$2,474,998; and

**WHEREAS**, the Board of Supervisors recognizes that the County has received multiple eligible grant applications which require immediate assessment and possible emergency work to adequately remediate the loss of access to water; and

**WHEREAS**, on August 16, 2022, the Board of Supervisors adopted Resolution No. 2022-092 proclaiming the continuation of an emergency drought condition in Shasta County and the need to continue the Shasta County Grant-Funded Drought Relief Program; and

**WHEREAS**, on August 30, 2022, the Board of Supervisors adopted Resolution No. 2022-100 proclaiming the continuation of an emergency drought condition in Shasta County and the need to continue the Shasta County Grant-Funded Drought Relief Program; and

**WHEREAS**, the Board of Supervisors received a status update on the Program in the form of a report attached as Exhibit A and incorporated herein; and

Resolution No. 2023-  
March 14, 2023  
Page 3 of 5

**WHEREAS**, on September 13, 2022, the Board of Supervisors adopted Resolution No. 2022-105 proclaiming the continuation of an emergency drought condition in Shasta County and the need to continue the Shasta County Grant-Funded Drought Relief Program; and

**WHEREAS**, on September 27, 2022, the Board of Supervisors adopted Resolution No. 2022-111 proclaiming the continuation of an emergency drought condition in Shasta County and the need to continue the Shasta County Grant-Funded Drought Relief Program; and

**WHEREAS**, on October 4, 2022, the Board of Supervisors adopted Resolution No. 2022-116 proclaiming the continuation of an emergency drought condition in Shasta County and the need to continue the Shasta County Grant-Funded Drought Relief Program; and

**WHEREAS**, on October 18, 2022, the Board of Supervisors adopted Resolution No. 2022-120 proclaiming the continuation of an emergency drought condition in Shasta County and the need to continue the Shasta County Grant-Funded Drought Relief Program; and

**WHEREAS**, on November 1, 2022, the Board of Supervisors adopted Resolution No. 2022-124 proclaiming the continuation of an emergency drought condition in Shasta County and the need to continue the Shasta County Grant-Funded Drought Relief Program; and

**WHEREAS**, on November 8, 2022, the Board of Supervisors adopted Resolution No. 2022-130 proclaiming the continuation of an emergency drought condition in Shasta County and the need to continue the Shasta County Grant-Funded Drought Relief Program; and

**WHEREAS**, on December 6, 2022, the Board of Supervisors adopted Resolution No. 2022-137 proclaiming the continuation of an emergency drought condition in Shasta County and the need to continue the Shasta County Grant-Funded Drought Relief Program; and

**WHEREAS**, on December 13, 2022, the Board of Supervisors adopted Resolution No. 2022-151 proclaiming the continuation of an emergency drought condition in Shasta County and the need to continue the Shasta County Grant-Funded Drought Relief Program; and

**WHEREAS**, on January 10, 2023, the Board of Supervisors adopted Resolution No. 2023-003 proclaiming the continuation of an emergency drought condition in Shasta County and the need to continue the Shasta County Grant-Funded Drought Relief Program; and

**WHEREAS**, on January 24, 2023, the Board of Supervisors adopted Resolution No. 2023-007 proclaiming the continuation of an emergency drought condition in Shasta County and the need to continue the Shasta County Grant-Funded Drought Relief Program; and

**WHEREAS**, on February 7, 2023, the Board of Supervisors adopted Resolution No. 2023-014 proclaiming the continuation of an emergency drought condition in Shasta County and the need to continue the Shasta County Grant-Funded Drought Relief Program; and

**WHEREAS**, on February 21, 2023, the Board of Supervisors adopted Resolution No. 2023-015 proclaiming the continuation of an emergency drought condition in Shasta County and the need to continue the Shasta County Grant-Funded Drought Relief Program; and

**WHEREAS**, on February 28, 2023, the Board of Supervisors adopted Resolution No. 2023-021 proclaiming the continuation of an emergency drought condition in Shasta County and the need to continue the Shasta County Grant-Funded Drought Relief Program; and

Resolution No. 2023-  
March 14, 2023  
Page 4 of 5

**WHEREAS**, the Board of Supervisors recognizes that the circumstances that led to the February 28, 2023 proclamation continue to exist.

**NOW, THEREFORE BE IT RESOLVED AND PROCLAIMED** by the Board of Supervisors of the County of Shasta that the current drought conditions constitute an emergency under Public Contract Code section 1102.

**NOW, THEREFORE BE IT RESOLVED, PROCLAIMED AND ORDERED** that the Recitals set forth above are true and correct and are hereby adopted and incorporated herein.

**NOW, BE IT FURTHER RESOLVED, PROCLAIMED AND ORDERED** that the Shasta County Public Works Director and the Director of Resource Management is each independently authorized to sign documents, forms, or other records if reasonably required pursuant to the requirements, terms or conditions of any of the Grants for the Program and to otherwise take any reasonably related and required action to apply for, obtain, utilize, and confirm eligibility of work, services, and projects funded by one or more of the Grants.

**NOW, BE IT FURTHER RESOLVED, PROCLAIMED AND ORDERED** that the Board of Supervisors of the County of Shasta hereby finds, based on substantial evidence, that the types of projects and eligible uses under the Grants available to address the drought emergency will not permit a delay resulting from a competitive solicitation for bids and proposals, and that the actions hereby authorized are necessary to respond to the emergency.

**NOW, BE IT FURTHER RESOLVED, PROCLAIMED AND ORDERED** that during the existence of this emergency, the Board of Supervisors of the County of Shasta, State of California, waives the competitive bidding requirements pursuant to Public Contract Code section 22050 for any and all contracts necessary to address the emergency provided the respective contract is approved, funded, and for a particular type of use or project authorized by any one or more of the Grants.

**NOW, BE IT FURTHER RESOLVED, PROCLAIMED AND ORDERED** that upon Grant approval and funding, the Shasta County Public Works Director or the Director of Resource Management is each independently hereby granted authority to order any related action reasonably necessary to implement the Program, procure hauled water, install individual and community water tanks, provide bottled water delivery, fund emergency water interties, construction of new wells or rehabilitation of existing wells, pumps and appurtenances, and other projects that support immediate drought response and shall otherwise take any directly related and immediate action required by the emergency, and shall procure the necessary equipment, services, and supplies for those purposes, without giving notice for bids to let contracts, and is further authorized to enter into and sign contracts, including retroactive, permits, funding agreements, and other documents required by the emergency and each and all of the Grants, in accordance with this Resolution and Public Contract Code Section 22050(b)(1), provided that the County first receives verification in writing from the State of California of the amount or amounts of the Grant or Grants, in the form of a Letter of Commitment or Grant Agreement and that such contracts are otherwise compliant with the Contracts Manual, Administrative Policy 6-101.

Resolution No. 2023-  
March 14, 2023  
Page 5 of 5

**NOW, BE IT FURTHER RESOLVED, PROCLAIMED AND ORDERED** that if a project or action is taken or performed on behalf of a County Service Area (CSA), then pursuant to Government Code section 25214.3, should there not be sufficient funds in a particular CSA to completely pay to repair, replace, restore, relocate, or install wells, pumps, and to pay for all other actions required by the emergency (collectively the “emergency repair costs”), the balance of funds used to pay the emergency repair costs shall constitute a loan to the respective CSA in which the project was located and for which the “emergency repair costs” were incurred and said CSA shall repay the loan to the County General Fund within the same fiscal year as required by Government Code section 25214.3, unless terms and conditions for repayment of the loan are otherwise modified by the Board of Supervisors as allowed by Government Code section 25214.4.

**NOW, BE IT FURTHER RESOLVED AND PROCLAIMED** that projects and program referenced herein constitute an emergency project that is exempt from the California Environmental Quality Act (“CEQA”) (Pub. Res. Code, §§ 21000, et seq. and Title 14 of the California Code of Regulations, §§ 15000 et seq. (“State CEQA Guidelines”)), pursuant to 14 Cal. Code of Regs. §15269 as an emergency project.

**NOW, BE IT FURTHER RESOLVED, PROCLAIMED AND ORDERED** that this Board of Supervisors will review the need for continuing emergency work at its next regularly scheduled meeting and thereafter, at least once every fourteen days until this Board determines review is no longer required in accordance with Public Contract Code section 22050.

**DULY PASSED AND ADOPTED** this 14th day of March, 2023, by the Board of Supervisors of the County of Shasta, by the following vote:

AYES:  
NOES:  
ABSENT:  
ABSTAIN:  
RECUSE:

---

PATRICK JONES, CHAIR  
Board of Supervisors  
County of Shasta  
State of California

ATTEST:  
MARY WILLIAMS  
Acting Clerk of the Board of Supervisors

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

## EXHIBIT A

**Report to the Board of Supervisors regarding the Shasta County  
Grant-Funded Drought Relief Program  
March 7, 2023**

In accordance with Shasta County Board of Supervisors Resolution No. 2022-059, the Departments of Resource Management and Public Works are working together to assist citizens with dry residential wells through implementation of the Shasta County Grant-Funded Drought Relief Program. Resource Management applied for and received a Letter of Commitment for a State drought relief grant and is performing grant management and application evaluation tasks. In support of Resource Management's State drought relief grant, Public Works has entered into contracts with consultants and contractors for services.

As of March 7, 2023, one hundred and ten (110) total applications for assistance under the State drought relief grant have been received. Applications and actions taken are as follows:

Total applications	110
Approved applications:	103
Applicants receiving bottled water	55
Applicants receiving hauled water	48
Initial well evaluations ordered	94
Initial well evaluations completed	90
Task Orders Closed	30

The contractors, consultants, and their services provided are as follows:

Business	Service Provided	Contract Amount	Amount Invoiced to Date
David A. Lawrence, Inc. dba Lawrence & Associates	Well evaluations, testing and engineering assessments	\$200,000.00	\$105,439.75
J&J Pumps, Inc.	Maintenance, repair, replacement and installation of pumps, water tanks and appurtenances	\$650,000.00	\$392,393.98
Converse Construction, Inc.	Maintenance, repair, replacement and installation of pumps, water tanks and appurtenances	\$500,000.00	\$104,284.03
Packway Materials, Inc.	Haul potable water	\$550,000.00	\$188,928.19
Kennie C. Knowles Trucking	Haul potable water	\$550,000.00	\$155,925.00
Mt. Shasta Spring Water	Provide bottled water	N/A	\$11,255.18
Snow Mountain Spring Water, Inc.	Provide bottled water	N/A	\$12,593.50
City of Redding Water Utility	Hydrant Meter Rental and Water	N/A	\$2,107.80



**From:** [Vue, Mally@Waterboards](mailto:Vue,Mally@Waterboards)  
**To:** [Paul Hellman](#)  
**Cc:** [Christy Gilbreath](#); [James Whittle](#); [Watson, Steve@Waterboards](mailto:Watson.Steve@Waterboards); [Pavelchik, Matthew@Waterboards](mailto:Pavelchik,Matthew@Waterboards); [Alfred Cathey](#)  
**Subject:** Approval for Shasta County Drinking Water Drought Assistance Program  
**Date:** Thursday, July 7, 2022 8:28:20 AM

---

**EXTERNAL SENDER:** Do not follow links or open attachments unless you recognize the sender and know the content is safe.

---

Hi Paul,

The State Water Resources Control Board, Division of Financial Assistance, has approved \$2,474,998 to Shasta County, Department of Resource Management, for the Shasta County Drinking Water Drought Assistance Program.

In the coming days, you will receive a "welcome package" via email with further instructions. The Program has an eligible start date of July 1, 2022, so you can start incurring costs for the Program now. However, we can only process a request for reimbursement after Shasta County has agreed to the terms and conditions of funding, which will be included in the email. Please let me know if you have any questions.

Thank You,

Mally Vue

Project Manager

Division of Financial Assistance

916-341-5827

REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS

**BOARD MEETING DATE:** March 14, 2023

**CATEGORY:** Consent - Resource Management-10.

**SUBJECT:**

Adopt a resolution approving, in part, Cory Halter's appeal of public facilities impact fees required in conjunction with building permit number BRES20-0050 to legalize an existing unpermitted one-family residence at 30555 Ted Elder Road, Fall River Mills, CA 96028, waiving all required impact fees with the exception of Library impact fees in the amount of \$178.15.

**DEPARTMENT:** Resource Management

**Supervisory District No. :** 3

**DEPARTMENT CONTACT:** Paul A. Hellman, Director of Resource Management, (530) 225-5789

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

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

**RECOMMENDATION**

Adopt a resolution approving, in part, Cory Halter's appeal of public facilities impact fees required in conjunction with building permit number BRES20-0050 to legalize an existing unpermitted one-family residence at 30555 Ted Elder Road, Fall River Mills, CA 96028, waiving all required impact fees with the exception of Library impact fees in the amount of \$178.15.

**DISCUSSION**

Pursuant to Ordinance No. 665, the following impact fees are required in conjunction with building permit number BRES20-0050 to legalize an existing unpermitted one-family residence at 30555 Ted Elder Road, Fall River Mills, CA 96028:

Public Protection: \$2,204.87  
Fire Protection: 1,954.37  
General Government: 1,560.56  
Sheriff Patrol & Investigation: 1,056.90  
Public Health: 1,003.31  
Animal Control: 293.37  
Library: 178.15

Total: \$8,251.53

Pursuant to Section 11, Administrative Appeal, of Ordinance No. 665, any individual who disputes the classification of property, or the calculation or amount of an impact fee may appeal the determination of staff to the Board which shall render its decision within

60 days of submittal of the appeal. The appeal of the impact fees required in conjunction with building permit number BRES20-0050 by Cory Halter was submitted on January 20, 2023; therefore, the Board must render its decision by March 21, 2023.

On February 28, 2023, the Board held a hearing and considered the appeal filed by Mr. Halter, including a written report and a presentation from the Director of Resource Management and testimony from Mr. Halter. By a 5-0 vote, the Board directed staff to prepare a resolution for the Board's consideration on March 14, 2023, which approves, in part, the appeal, waiving all required impact fees with the exception of Library impact fees in the amount of \$178.15. The Board's direction was based upon the appellant's claim that he was informed by several County officials that public facilities impact fees would not be applicable to the aforementioned building permit prior to applying for the permit and the fact that the appellant was not informed of the amount of the required impact fees prior to issuance of the building permit.

### **ALTERNATIVES**

The Board may make revisions to the findings for approving, in part, Mr. Halter's appeal in the resolution prior to its adoption. No other alternatives are available since the Board must render its decision on Mr. Halter's appeal by March 21, 2023.

### **OTHER AGENCY INVOLVEMENT**

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

### **FISCAL IMPACT**

Other sources of funding, potentially including the General Fund, may be needed to offset any impact fees which are reduced or waived when public facilities improvements eligible to be funded by impact fees are carried out.

#### **ATTACHMENTS:**

Description	Upload Date	Description
Draft Resolution	3/6/2023	Draft Resolution

**RESOLUTION NO. 2023-\_\_\_\_\_**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COUNTY OF SHASTA  
APPROVING, IN PART, THE APPEAL FILED BY CORY HALTER OF  
PUBLIC FACILITIES IMPACT FEES REQUIRED IN CONJUNCTION WITH  
BUILDING PERMIT NUMBER BRES20-0050**

**WHEREAS**, on May 4, 2021, building permit number BRES20-0050 was issued by the Shasta County Department of Resource Management to legalize an existing unpermitted one-family residence at 30555 Ted Elder Road, Fall River Mills, CA 96028; and

**WHEREAS**, pursuant to Ordinance No. 665 public facilities impact fees for residential development shall be collected on the date of the final inspection or upon issuance of a certificate of occupancy for the project, whichever occurs first, or at such earlier time permitted by law; and

**WHEREAS**, pursuant to Section 11, Administrative Appeals, of Ordinance No. 665, any individual who disputes the classification of property, or the calculation or amount of a public facilities impact fee may, within 15 days, appeal the determination of staff to the Board by filing a written appeal with the Clerk of the Board; and

**WHEREAS**, on January 20, 2023, prior to the issuance of a certificate of occupancy for building permit number BRES20-0050, the applicant, Cory Halter, filed a timely appeal of the public facilities impact fees required in conjunction with the aforementioned building permit, in the amount of \$8,251.53, with the Clerk of the Board; and

**WHEREAS**, pursuant to Section 11, Administrative Appeals, of Ordinance No. 665, the Board may hold a hearing, but in any event shall render its decision within 60 days of submittal of an appeal to the Clerk of the Board; and

**WHEREAS**, during a duly noticed meeting conducted on February 28, 2023, the Board held a hearing and considered the appeal of the public facilities impact fees required in conjunction with building permit number BRES20-0050 filed by Cory Halter, including consideration of a written report and a presentation from the Director of Resource Management and testimony from Cory Halter.

**NOW, THEREFORE, BE IT RESOLVED** that, based upon the appellant's claim that he was informed by several County officials that public facilities impact fees would not be applicable to the aforementioned building permit prior to applying for the permit and the fact that the appellant reported he was not informed of the amount of the required impact fees prior to issuance of the building permit, the Board approves, in part, Cory Halter's appeal, waiving all required impact fees with the exception of Library impact fees in the amount of \$178.15.

Resolution No. 2023-\_\_\_\_\_

Page 2 of 2

**DULY PASSED AND ADOPTED** this 14<sup>th</sup> day of March, 2023, by the Board of Supervisors of the County of Shasta by the following vote:

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

---

PATRICK JONES, CHAIR  
Board of Supervisors  
County of Shasta  
State of California

ATTEST:

MARY WILLIAMS  
Acting Clerk of the Board of Supervisors

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

**REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS**

**BOARD MEETING DATE:** March 14, 2023

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

**SUBJECT:**

Take the following actions: (1) Receive an update from the Acting County Executive Officer on County issues and consider action on specific legislation related to Shasta County's legislative platform; (2) consider approving a letter of opposition to Assembly Bill 742 which proposes limiting the use of police canines; and (3) receive Supervisors' reports on countywide issues.

**DEPARTMENT:** Administrative Office

**Supervisory District No. :** All

**DEPARTMENT CONTACT:** Mary Williams, Acting County Executive Officer (530) 225-5550

**STAFF REPORT APPROVED BY:** Mary Williams, Acting County Executive Officer

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

**RECOMMENDATION**

Take the following actions: (1) Receive an update from the Acting County Executive Officer on County issues and consider action on specific legislation related to Shasta County's legislative platform; and (2) receive Supervisors' reports on countywide issues.

**DISCUSSION**

N/A

**ALTERNATIVES**

N/A

**OTHER AGENCY INVOLVEMENT**

N/A

**FISCAL IMPACT**

N/A

**ATTACHMENTS:**

Description

Upload Date

Description

AB 742 Cpposition Letter

3/8/2023

AB 742 O pposition  
Letter

## BOARD OF SUPERVISORS

1450 Court Street, Suite 308B  
Redding, California 96001-1673  
(530) 225-5557  
(800) 479-8009  
(530) 229-8238 FAX

KEVIN W. CRYE, DISTRICT 1  
TIM GARMAN, DISTRICT 2  
MARY RICKERT, DISTRICT 3  
PATRICK JONES, DISTRICT 4  
CHRIS KELSTROM, DISTRICT 5

March 14, 2023

The Honorable Corey Jackson  
1021 O Street, Room 6120  
Sacramento, CA 95814

**RE: AB 742 (Jackson): Law Enforcement: Police Canines — OPPOSE**

Dear Assemblymember Jackson,

We regrettably write to **oppose AB 742: Law Enforcement: Police Canines**. Current law allows police officers to use reasonable force when making an arrest and requires them to maintain policies around using that force. However, this bill would make it illegal for law enforcement to use an unleashed police canine to apprehend a suspect and prohibit their use for crowd control. While we understand the intention of the bill to prevent further abuse of minority communities, in Shasta County, the cases of canine usage do not reflect a racial correlation.

Currently, in addition to using canine officers in direct response to public safety threats, the County sends our canine officers to school demonstrations, community events, as well as routine patrols, narcotic vehicle searches, area searches for lost citizens, recruitment fairs, etc. They are used in various circumstances that do not pertain to "touching" a suspect. Canines have a remarkable sense of smell. Coupling their heightened senses with their speed and agility, canine officers can be extremely valuable in tracking and apprehending a suspect and removing that threat to the general public. The use of canine officers to apprehend criminals is warranted for the safety of our human deputies; this vital tool should not be taken away from law enforcement agencies who discretely utilize this asset at critical times in the service of public safety for the greater community.

The Shasta County Sheriff's Office stands by its records in the deployment of canine officers. In 2022, the Shasta County Sheriff's Office deployed canine officers a total of 247 times. Of those 247 total deployments, the canine only made physical contact with a suspect, resulting in a physical apprehension 5 times. **In summary**, 98% of the time canine officers were used, a Sheriff's Office canine did not physically touch (bite) the suspect.

The 2022 data regarding the 5 suspects that were taken into custody when a canine officer made physical contact with were identified at the time of their jail booking as follows: three were Caucasian, one was Asian, one was American Indian.

Canine officers are vital to our operations; they are a substantial deterrent in policing, yet they create opportunities in our community to connect with residents. Please do not take away such a vital tool that helps protect our communities.

For these reasons, Shasta County remains opposed to AB 742.

Sincerely,



Patrick Jones, Chair  
Board of Supervisors  
County of Shasta

CC: Shasta County State Legislative Delegation

**REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS**

**BOARD MEETING DATE:** March 14, 2023

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

**SUBJECT:**

Discuss a possible new administrative policy, "Board of Supervisors Code of Conduct," and provide direction to staff (Sponsored by Supervisor Rickert).

**DEPARTMENT:** Administrative Office

**Supervisory District No. :** All

**DEPARTMENT CONTACT:** Mary Williams, Acting CEO (530) 225-5561

**STAFF REPORT APPROVED BY:** Mary Williams, Acting CEO (530) 225-5561

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

**RECOMMENDATION**

Discuss a possible new administrative policy, "Board of Supervisors Code of Conduct," and provide direction to staff (sponsored by Supervisor Rickert).

**DISCUSSION**

At the Board of Supervisors meeting on February 7, 2023, Supervisor Rickert raised the topic of a Code of Conduct adopted by the Rural County Representatives of California (RCRC) Board of Directors. By unanimous vote, the Board of Supervisors directed staff to bring such an item back on a future agenda to discuss a Code of Conduct for the Board of Supervisors, using the RCRC Board Code of Conduct as a template.

Staff have prepared a draft document for Board discussion based on the RCRC Board Code of Conduct, with adaptations to make the document applicable to the Shasta County Board of Supervisors.

**ALTERNATIVES**

The Board could direct staff to make changes to the draft Code of Conduct, or could direct staff to bring the item back in the form of a Policy Resolution to be adopted at an upcoming Board Meeting, or could direct staff not to proceed with the item any further.

**OTHER AGENCY INVOLVEMENT**

County Counsel has reviewed the draft Code of Conduct.

**FISCAL IMPACT**

None.

ATTACHMENTS:

Description	Upload Date	Description
BOS Code of Conduct AP 1-104 Draft	3/9/2023	BOS Code of Conduct AP 1-104 Draft

COUNTY OF SHASTA		Number
ADMINISTRATIVE MANUAL		1-104
SECTION:	General Administration	<b>Board of Supervisors Code of Conduct</b>
INITIAL ISSUE DATE:	XXXX	
LATEST REVISION DATE:	XXXX	
PAGE NO:	1 of 3	

## **INTRODUCTION**

The Shasta County Board of Supervisors (“Board”) is committed to ensuring that its members perform their duties with integrity and respect; and honorably represent the County of Shasta and the public they serve. The following Code of Conduct and Organizational Culture Expectations establishes ethical standards and serves as a guide for Board Members’ performance of the duties of office. This policy outlines practices that build and sustain positive Board relationships and define a culture of quality, equity and respect. It shall serve as the Board’s voice on the matters discussed herein. It supplements existing policies and procedures, including, but not limited to, Administrative Policy 1-101 and 1-105 and is to be interpreted so as to give effect to all such policies.

## **CODE OF CONDUCT**

**Members of the Shasta County Board of Supervisors agree to abide by the following Code of Conduct:**

1. We are committed to the highest ideals of honor, integrity, and due diligence.
2. We subscribe to the concepts of democratic, effective, and efficient governance by responsible, knowledgeable members of the Board of Supervisors with the understanding that official decisions made, and actions taken are always made in the best interest of public service.
3. Accurate and timely communication is vital to our process. We will share information frequently, accurately, and succinctly.
4. We recognize our obligation to comply with the laws concerning conflicts of interest and shall file annual statements as required by law.
5. We recognize that, consistent with the law, we cannot participate in or attempt to influence a decision that could have a reasonably foreseeable and material impact on our personal or financial interests.
6. We do not accept gifts, favors, or promises of future benefits that might compromise our independent judgment or action, or create the appearance of being compromised.
7. When participating in Shasta County activities, we will treat all individuals, issues, and organizations in a fair and respectful manner.
8. We are sworn to act in accordance with all applicable laws of the United States and the State of California in the performance of our official duties.

COUNTY OF SHASTA		Number
ADMINISTRATIVE MANUAL		1-104
SECTION:	General Administration	<b>Board of Supervisors Code of Conduct</b>
INITIAL ISSUE DATE:	XXXX	
LATEST REVISION DATE:	XXXX	
PAGE NO:	2 of 3	

9. We treat each other with mutual respect and remain civil, even when in disagreement. We offer constructive criticism to others directly and in a positive manner that respects individual dignity. We welcome constructive feedback to ourselves as an opportunity for professional improvement.
10. We are committed to maintaining an organization and a workplace that is free from unlawful discrimination and harassment. Board members shall act in accordance with the County's Policy Against Discrimination and Harassment (Chapter 22 of the Shasta County Personnel Rules). While all forms of harassment are prohibited, it is the Board's policy to emphasize that sexual harassment is specifically prohibited and will not be tolerated. Complaints alleging discrimination or harassment by or towards any Board member will be investigated promptly and as confidentially as authorized by law and County policy.
11. We abide by the processes and rules of order established by Board policy and this code of conduct.
12. We accurately and honestly represent the official policies and positions of Shasta County and make clear distinctions between such policy and our individual positions and opinions.
13. We respect the collective authority of the Board and shall not suggest anything is Board policy unless previously approved by the Board.
14. We adhere to Board policy concerning the placing of items on Board of Supervisors' agendas.
15. We are obligated to protect the confidential nature of information provided in Closed Session. We are committed to compliance with the Brown Act, Public Records Act and all other applicable laws.
16. As Board members, we shall refrain from directing the day-to-day operations of County staff.
17. The Board may censure a member, or take such additional or other action within the Board's legal authority, against a member who violates the rules or policies established by the Board of Supervisors or violates applicable laws.

All Board members are expected to abide by this code of conduct and the following expectations regarding organizational culture.

COUNTY OF SHASTA		Number
ADMINISTRATIVE MANUAL		1-104
SECTION:	General Administration	<b>Board of Supervisors Code of Conduct</b>
INITIAL ISSUE DATE:	XXXX	
LATEST REVISION DATE:	XXXX	
PAGE NO:	3 of 3	

## **ORGANIZATIONAL CULTURE**

### **Expectations of Board Members**

1. Always focus on what is best for Shasta County as a whole and represent the entire County as well as your individual district.
2. Maintain good board relationships and visibly demonstrate respect for, and fairly represent, each other.
3. Be sensitive to your public image and conduct at all times.
4. Be respectful, open, candid, honest and fair:
  - a. Explain your perspective, rationale, and reasoning.
  - b. Remember that respect for debate, differing of opinion, and reasoning mitigates polarization.
5. Do your homework, be prepared when bringing an item to the Board, be as concise as possible, and do not repeat comments previously made by another Board Member.
6. Recognizing that the Board is the staff's priority:
  - a. Provide clear direction to staff.
  - b. Recognize that expressing concerns to staff is appropriate but does not constitute policy direction.
  - c. Recognize the sensitivity of personnel matters; direct all personnel concerns or complaints to the Director of Support Services and do not publicly discuss personnel issues.
7. Briefly report on issues of Countywide significance when Supervisor Reports are on a Board meeting agenda.
8. When interacting with individuals or other agencies, clarify that you are only one of five decision makers.

## **REFERENCES**

BOS Policy Resolution No. 2023-XX—DATE  
Government Code section 54950 *et seq.*

REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS

**BOARD MEETING DATE:** March 14, 2023

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

**SUBJECT:**

Discuss Policy #5 under Shasta County Administrative Policy 1-105, *Board/County Staff Relations*, concerning individual Board members' interactions with County departments and staff, and consider providing direction to staff (Sponsored by Supervisor Crye).

**DEPARTMENT:** Support Services-Personnel

**Supervisory District No. :** All

**DEPARTMENT CONTACT:** Shelley Forbes, Director of Support Services, (530) 225-5515

**STAFF REPORT APPROVED BY:** Shelley Forbes, Director of Support Services

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

**RECOMMENDATION**

Discuss Policy #5 under Shasta County Administrative Policy 1-105, *Board/County Staff Relations*, concerning individual Board members' interactions with County departments and staff, and consider providing direction to staff (Sponsored by Supervisor Crye).

**DISCUSSION**

Shasta County Administrative Policy 1-105, *Board/County Staff Relations*, documents the respective roles of County Department Heads, the County Executive Officer, and the Board of Supervisors as well as provides direction relating to interactions between Board members and County staff. At the direction of the Board, Policy #5 under this policy is agendaized for discussion.

Policy 5. of Administrative Policy 1-105 reads as follows:

The Board recognizes that the department heads, both elected and appointed, have the responsibility to administer their departments and to run the day-to-day operations thereof. The Board will deal with the departments for administrative and other functions through the County Executive Officer or the department head. The Board's right to inquire into the operations of a department will not be limited by this policy.

As reflected in this language, it is the policy of the Board of Supervisors that individual Board members will deal with departments for administrative and other functions through the County Executive Officer or the department head. The purpose of this policy is to recognize that the individual department heads have the responsibility to run the day to day operations of their departments, and not the Board.

This is consistent with the following legal restrictions placed on the Board of Supervisors:

BOARD OF SUPERVISORS REGULAR MEETING - March 14, 2023

1. The Board of Supervisors does not have the power to perform a county officer's statutory duties for him or her, or direct the manner in which the duties are performed. *Dibb v. County of San Diego*, 8 Cal. 4th 1200 fn. 4 (1994); *People v. Langdon*, 54 Cal. App. 3d 384 (1976).
2. The Board of Supervisors shall not obstruct the independent and constitutionally and statutorily designated investigate and prosecutorial functions of the Sheriff and the District Attorney. Government Code § 25303.

**ALTERNATIVES**

The Board may choose to decline discussing Administrative Policy 1-105, *Board/County Staff Relations*, at this time.

**OTHER AGENCY INVOLVEMENT**

County Counsel has reviewed the staff report.

**FISCAL IMPACT**

Costs associated with the preparation of this staff report are included in the Support Services' adopted budget.

cc:

Mary E. Williams, Acting County Executive Officer  
Eric Magrini, Assistant County Executive Officer  
Monica Fugitt, Assistant Director of Support Services  
Kari Kibler, Deputy Director of Support Services

**ATTACHMENTS:**

Description	Upload Date	Description
Administrative Policy 1-105	2/22/2023	Administrative Policy 1-105



<b>COUNTY OF SHASTA</b> <b>ADMINISTRATIVE MANUAL</b>		Number
		1-105
SECTION:	General Administration	Board/County Staff Relations
INITIAL ISSUE DATE:	February 13, 1990	
LATEST REVISION DATE:	July 13, 2012	
PAGE NO:	Page 1 of 4	

### **PURPOSE**

To document the respective roles of County department heads, the County Executive Officer, and the Board of Supervisors.

### **BACKGROUND**

Definition: When the phrase "Board of Supervisors" or "Board" is used, it is to be taken as the Board sitting as a body. This is to be distinguished from the phrase "individual member of the Board" or "member" or "Supervisor," which designates an individual without the power of the Board as a whole.

The Board of Supervisors is the governing body of the County and has general supervisory authority over all county officers (Government Code Section 25303). Note: The District Attorney, in his/her capacity as public prosecutor, is considered a state officer under the direction of the Attorney General; therefore, the Board does not have supervisory authority over the District Attorney in his/her prosecutorial capacity and may not conduct an investigation in that regard. However, the County functions of the District Attorney may be investigated. Similarly, the Sheriff, with regard to law enforcement (but not correctional or custodial duties), acts as a state officer under the supervision of the Attorney General; the same limitations apply. (Government Code Section 25303). In carrying out its responsibilities, the Board will from time-to-time direct department heads either directly or through the County Executive Officer to provide information and recommendations relating to various matters under the department head's charge. The Board may also issue directives to the various department heads of the County to implement policies adopted by the Board. These actions may be formally taken during meetings of the Board.

The Board of Supervisors may inquire into the policies and practices of a county officer to determine whether the officer is properly performing the officer's duties. The Board of Supervisors may not, however, direct or control the day-to-day operations of County departments or otherwise circumscribe the exercise of discretion vested by law in a particular officer.

The Board has, among others, the following specific powers and duties:

1. Audit the accounts of County officers (Government Code Section 25250).
2. Provide for regular inventories of County property (Government Code Section 24051).
3. Require the Auditor/Controller to audit the accounts and records of any department (Government Code Section 26883).

<b>COUNTY OF SHASTA</b>		Number
<b>ADMINISTRATIVE MANUAL</b>		1-105
<b>SECTION:</b>	General Administration	Board/County Staff Relations
<b>INITIAL ISSUE DATE:</b>	February 13, 1990	
<b>LATEST REVISION DATE:</b>	July 13, 2012	
<b>PAGE NO:</b>	Page 2 of 4	

4. Employ experts to examine the books and accounts of County officers (Government Code Section 31000).
5. Do and perform all other acts and things required by law not enumerated in the statutes, or which are necessary to the full discharge of the duties of the legislative authority of County government (Government Code Section 25207).
6. Issue subpoenas to examine any officer of the County in relation to the discharge of the officer's official duties (Government Code Section 25170), and require that the officer's testimony be given under oath (Code of Civil Procedure Section 2093) (See Government Code Section 24057, oath to be administered by Clerk of the Board.).

## **POLICY**

The following are policies regarding the respective roles of County department heads, the County Executive Officer, and the Board of Supervisors:

1. Department heads have a clear responsibility to respond to any lawful order or direction of the Board of Supervisors, and shall consider such a request or direction to be a matter of priority attention.
2. As a general policy, unless compliance with the request would significantly disrupt the department's administration, department heads shall respond to requests for information or assistance from individual Board members. A response shall be provided regardless of the department head's personal or professional opinion, although the department head should ordinarily make the Board member aware of his or her professional opinion and reasons therefore, if different from the Board member's opinion. Copies of any resulting documents shall also be routinely provided by the department head to other Board members when they impact or could impact the exercise of their individual, and the Board's collective, responsibilities. Additionally, copies should be provided to the County Executive Officer. To the extent a Board member's request may conflict with official Board direction, a department head should not comply with the request but should advise the Board member of the existence and nature of the conflict. The Board member may seek concurrence from a majority of the Board if the member still wishes to pursue the matter, or if a department head on his or her own initiative requests Board clarification before responding.
3. Department heads shall respond directly to the Board when requested to do so by the Board or the County Executive Officer. Department heads shall comply with any

<b>COUNTY OF SHASTA</b> <b>ADMINISTRATIVE MANUAL</b>		Number
		1-105
SECTION:	General Administration	Board/County Staff Relations
INITIAL ISSUE DATE:	February 13, 1990	
LATEST REVISION DATE:	July 13, 2012	
PAGE NO:	Page 3 of 4	

requests or direction of the County Executive Officer issued pursuant to authority delegated to the County Executive Officer by the Board of Supervisors. No individual Board member may interfere with or countermand any proper direction given to department heads by the County Executive Officer when such action is within the scope of authority and responsibility delegated to the County Executive Officer by the Board.

4. When a Board member brings a matter to the Board, a department head whose department may be affected by the matter shall be given an opportunity to provide an independent determination or policy recommendation on the matter to the Board.
5. The Board recognizes that the department heads, both elected and appointed, have the responsibility to administer their departments and to run the day-to-day operations thereof. The Board will deal with the departments for administrative and other functions through the County Executive Officer or the department head. The Board's right to inquire into the operations of a department will not be limited by this policy.
6. While the foregoing policy statement is intended to clarify the framework for Board/Staff relationships, it nonetheless should be liberally interpreted in order to provide flexibility for the Board, individual Board members, and department heads to respond to unique circumstances requiring the exercise of sound judgment and common sense.

### **RESPONSIBLE DEPARTMENTS**

County Counsel  
County Administrative Office

<b>COUNTY OF SHASTA</b>		<b>Number</b>
<b>ADMINISTRATIVE MANUAL</b>		<b>1-105</b>
<b>SECTION:</b>	<b>General Administration</b>	<b>Board/County Staff Relations</b>
<b>INITIAL ISSUE DATE:</b>	<b>February 13, 1990</b>	
<b>LATEST REVISION DATE:</b>	<b>July 13, 2012</b>	
<b>PAGE NO:</b>	<b>Page 4 of 4</b>	

**REFERENCES**

Administrative Update--07/13/2012  
 BOS Policy Resolution No. 2001-10--8/14/01 (Amended)  
 BOS Policy Resolution No. 94-3--5/3/94 (Amended)  
 BOS Policy Resolution No. 93-5-- 6/1/93 (Amended)  
 BOS Policy Resolution No. 1-89 or (No. 1-2)--3/14/89 (Valid)  
 Government Code Section 25303  
 Government Code Section 25250  
 Government Code Section 24051  
 Government Code Section 26883  
 Government Code Section 31000  
 Government Code Section 25207  
 Government Code Section 25170  
 Government Code Section 24057

REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS

**BOARD MEETING DATE:** March 14, 2023

**CATEGORY:** Regular - Health and Human Services-6.

**SUBJECT:**

Introduce and waive the reading of, "*An Ordinance of the Board of Supervisors of the County of Shasta Consolidating the Department of Housing and Community Action Programs with the Health and Human Services Agency by Amending Chapter 2.28 of the Shasta County Code and Repealing Chapter 2.68 of the Shasta County Code.*"

**DEPARTMENT:** Housing and Community Action Programs  
Health and Human Services Agency-Business and Support Services

**Supervisory District No. :** All

**DEPARTMENT CONTACT:** Mary Williams, Acting Director, Housing and Community Action Agency

**STAFF REPORT APPROVED BY:** Mary Williams, Acting Director, Housing and Community Action Agency

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

**RECOMMENDATION**

Introduce and waive the reading of, "*An Ordinance of the Board of Supervisors of the County of Shasta Consolidating the Department of Housing and Community Action Programs with the Health and Human Services Agency by Amending Chapter 2.28 of the Shasta County Code and Repealing Chapter 2.68 of the Shasta County Code.*"

**DISCUSSION**

Staff recommends the Board amend Chapter 2.28 and repeal Chapter 2.68 of the Shasta County Code to integrate and consolidate the Department of Housing and Community Action Programs with the Health and Human Services Agency, under the supervision of the Health and Human Services Agency Director. Final approval of the consolidation rests with the Shasta County Housing Authority, a separate legal entity, and which this Board serves as the governing body.

The Department of Housing and Community Action Programs (HCAP) is a small department consisting of less than 25 full-time employees. Placing the HCAP under the supervision of the Health and Human Services Agency (HHSA) Director allows the employees of the HCAP to focus on providing services to residents of Shasta County, as well as the North State Continuum of Care, further drawing down administrative and fiscal support from HHSA.

Following a presentation by the Acting Director of HCAP and the HHSA Director during the January 24, 2023, Board of Supervisors meeting, the Board directed staff to bring for action the consolidation of HCAP into HHSA in order to streamline, consolidate, and improve services to the community.

The formal adoption of these amendments, as well as any affiliated actions necessary to implement these changes, would occur at the March 28, 2023, Board of Supervisors meeting, to be effective 30-days from that date.

**ALTERNATIVES**

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

**OTHER AGENCY INVOLVEMENT**

The proposed recommendation has been reviewed by the County Administrative Office and the Acting Director of the Housing and Community Action Programs. County Counsel prepared the proposed ordinance and approved as to form.

**FISCAL IMPACT**

The proposed recommendation has no fiscal impact.

**ATTACHMENTS:**

Description	Upload Date	Description
Housing-HHSA Consolidation Ordinance_Final	2/21/2023	Housing-HHSA Consolidation Ordinance_Final

**ORDINANCE NO. SCC 2023 - \_\_\_\_\_**

**AN ORDINANCE OF THE BOARD OF SUPERVISORS  
OF THE COUNTY OF SHASTA CONSOLIDATING THE DEPARTMENT OF  
HOUSING AND COMMUNITY ACTION PROGRAMS WITH THE HEALTH &  
HUMAN SERVICES AGENCY BY AMENDING CHAPTER 2.28 OF THE  
SHASTA COUNTY CODE AND REPEALING CHAPTER 2.68 OF THE SHASTA  
COUNTY CODE**

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

**SECTION I. Amendments to Chapter 2.28 of the Shasta County Code**

Chapter 2.28 of the Shasta County Code is amended to read in its entirety as follows:

**Chapter 2.28**

**HEALTH & HUMAN SERVICES AGENCY**

**Sections:**

<b>2.28.010</b>	<b>Establishment of Health &amp; Human Services Agency</b>
<b>2.28.020</b>	<b>Creation of Consolidated Office of Health &amp; Human Services Agency Director</b>
<b>2.28.030</b>	<b>Subordinate Positions</b>
<b>2.28.040</b>	<b>Authorization to Appoint as Deputies the County Health Officer, and Subordinate Positions</b>
<b>2.28.050</b>	<b>Official Bond</b>
<b>2.28.070</b>	<b>County Health Officer</b>
<b>2.28.080</b>	<b>Organization of the Health &amp; Human Services Agency</b>

**2.28.010 Establishment of Health & Human Services Agency**

- A. Pursuant to sections 24308 and 33200 of the Government Code and section 18991 of the Welfare & Institutions Code, there is hereby established the Shasta County Health & Human Services Agency. The services and functions of the Shasta County Departments of Mental Health, Public Health, Social Services, and the Office of the Public Guardian are hereby integrated and consolidated into the Shasta County Health & Human Services Agency.
- B. Upon the approval by resolution of the Shasta County Board of Supervisors, acting in its capacity as the governing body of the Shasta

Page 2 of 7

Ordinance No. SCC 2023 - \_\_\_\_\_

Health & Human Services Agency Ordinance Amendment

County Housing Authority pursuant to Health and Safety Code section 34290 and Resolution 71-116, the Shasta County Department of Housing and Community Action Programs shall be integrated and consolidated into the Shasta County Health & Human Services Agency. The Health & Human Services Agency will administer all programs and activities coming within the scope of authority granted by law to public housing authorities and community action agencies. The Health & Human Services Agency will administer the programs and activities in conformity with applicable federal and state law.

**2.28.020      Creation of Consolidated Office of Health & Human Services Agency Director.**

- A. Pursuant to section 27430 of the Government Code, there is hereby created the office of the Public Guardian to perform the duties of that office established or permitted by law. Pursuant to section 10801 of the Welfare & Institutions Code, there is also the office of the Director of Social Services. Pursuant to sections 24308 and 33200 of the Government Code and section 18991 of the Welfare & Institutions Code, the duties of the offices of the Public Guardian and the Director of Social Services are hereby consolidated with the position of Health & Human Services Agency Director. The person appointed to fill the position of Health & Human Services Agency Director is hereby deemed to be the Public Guardian and the Director of Social Services.
- B. Pursuant to sections 5607 and 5608 of the Welfare & Institutions Code, there is the office of the Director of Mental Health Services.
  - 1. If the Health & Human Services Agency Director satisfies the standards established by state statute and regulation, in accordance with Welfare & Institutions Code section 5607, as now enacted and as may hereafter be amended, then pursuant to sections 24308 and 33200 of the Government Code and section 18991 of the Welfare & Institutions Code, the duties of the office of the Director of Mental Health Services shall be consolidated with the position of Health & Human Services Agency Director. The person appointed to fill the position of Health & Human Services Agency Director shall serve as the Director of Mental Health Services.
  - 2. If the Health & Human Services Agency Director does not satisfy the aforementioned standards, the board of supervisors shall



Page 3 of 7

Ordinance No. SCC 2023 - \_\_\_\_\_

Health & Human Services Agency Ordinance Amendment

appoint a separate Director of Mental Health Services who satisfies the standards, upon the recommendation of the Health and Human Services Agency Director, and who shall report to the board of supervisors through the Health & Human Services Agency Director. The person so appointed shall serve in the capacity of Director of Mental Health Services at the pleasure of the board of supervisors. The salary for the position shall be fixed by ordinance or resolution of the Board of Supervisors

- C. The position of Health & Human Services Agency Director shall be filled by the Board of Supervisors. The salary for the position shall be fixed by ordinance or resolution of the Board of Supervisors.
- D. The person appointed to fill the position of Health & Human Services Agency Director shall take the oath and give the bond required for the office of the Public Guardian and the office of the Director of Social Services (if any), and discharge all the duties pertaining to the office of Public Guardian, the office of the Director of Social Services, and the position of Health & Human Services Agency Director.
- E. The person appointed to fill the position of Director of Mental Health Services pursuant to either Section 2.28.020(B)(1) or (B)(2) of this Code shall also take the oath and give the bond required for the office of the Director of Mental Health Services (if any), and discharge all the duties pertaining to the office of the Director of Mental Health Services.
- F. The person appointed to fill the position of Health & Human Services Agency Director shall also direct and administer public health functions, pursuant to section 33201 of the Government Code.
- G. Pursuant to section 11800 of the Health & Safety Code, the Health & Human Services Agency is designated as the agency that shall administer the county alcohol and drug program. The Health & Human Services Agency Director may either serve as the alcohol and drug program administrator or may appoint an alcohol and drug program administrator who shall report to the Health & Human Services Agency Director.
- H. Upon approval by resolution by the Shasta County Board of Supervisors acting in its capacity as the governing body of the Shasta County Housing Authority pursuant to Health and Safety Code section 34290 and Resolution 71-116, the Health & Human Services Agency Director may

Page 4 of 7

Ordinance No. SCC 2023 - \_\_\_\_\_

Health & Human Services Agency Ordinance Amendment

either serve as the Executive Director of the Housing Authority or may designate a management employee to serve as the Executive Director of the Housing Authority. A management employee so designated by the Health and Human Services Agency Director will serve in the capacity of Executive Director of the Housing Authority at the pleasure of the Health & Human Services Agency Director.

- I. Pursuant to Government Code section 12752.1 and Resolution 73-117, the County of Shasta is designated the Community Action Agency for the County. The Health & Human Services Agency Director may serve as the Executive Director of the Community Action Agency or may designate a management employee to serve as the Executive Director of the Community Action Agency. A management employee so designated by the Health and Human Services Agency Director will serve in the capacity of Executive Director of the Community Action Agency at the pleasure of the Health & Human Services Agency Director. The tripartite advisory board established pursuant to Government Code section 12752.1 shall not participate in the selection of an Executive Director for the Community Action Agency.

**2.28.030 Subordinate Positions**

The Board of Supervisors may, by ordinance or resolution, create such subordinate positions in the Health & Human Services Agency, and set the salaries thereof, as may be necessary.

**2.28.040 Authorization to Appoint as Deputies the County Health Officer, and Subordinate Positions**

- A. The person appointed to fill the consolidated office of Health & Human Services Agency Director established pursuant to Section 2.28.020 of this Code is authorized to appoint, as deputies, the County Health Officer, and such subordinate positions created pursuant to Section 2.28.030 of this Code, as necessary for the prompt and faithful discharge of the duties of the Office of Public Guardian, the Office of the Director of Social Services, and the position of Health & Human Services Agency Director.
- B. The person appointed to fill the position of Director of Mental Health Services pursuant to either Section 2.28.020(B)(1) or (B)(2) of this Code is authorized to appoint, as deputies, the County Health Officer, and such subordinate positions created pursuant to Section 2.28.030 of this Code, as

Page 5 of 7

Ordinance No. SCC 2023 - \_\_\_\_\_

Health & Human Services Agency Ordinance Amendment

necessary for the prompt and faithful discharge of the duties of the Office of the Director of Mental Health Services.

**2.28.050 Official Bond.**

The official bond of the Public Guardian shall be fixed at five million dollars, or at such other amount the Board of Supervisors may, from time to time, fix by ordinance or resolution of the Board.

**2.28.070 County Health Officer**

- A. Pursuant to section 101000 of the Health & Safety Code, there is the office of the County Health Officer. The position of County Health Officer shall be filled by the Board of Supervisors. The salary for the position shall be fixed by ordinance or resolution of the Board of Supervisors.
- B. The person appointed to fill the office of County Health Officer shall take the oath and give the bond required for that office (if any), and discharge all the duties pertaining to the office of County Health Officer, except, in accordance with section 33201 of the Government Code, for the direction and administration of health functions, which are to be performed by the Health & Human Services Agency Director pursuant to section 2.28.020(F) of this Code. The person appointed to fill the office of County Health Officer is further authorized to perform the duties identified in section 2.28.040 of this Code if appointed as a deputy to perform such duties.

**2.28.080 Organization of the Health & Human Services Agency**

- A. The Health & Human Services Agency Director shall have the discretion to organize the services and functions consolidated and integrated into the Health & Human Services Agency in such manner that the Health & Human Services Agency Director determines to be in the best interest of performing those services and functions.
- B. Such discretion shall be exercised in accordance with any then existing laws, as well as County policies established by ordinance or resolution concerning any reorganization or restructuring of the functions and operations of a County department or division of a County department.

Page 6 of 7

Ordinance No. SCC 2023 - \_\_\_\_\_

Health & Human Services Agency Ordinance Amendment

- C. Such discretion may not be used to impede the County Health Officer from carrying out the duties, services or functions required by law to be performed or discharged by the County Health Officer.
- D. Such discretion may not be used to impede the Director of Mental Health Services, appointed pursuant to Section 2.28.020(B)(2) of this Code, from carrying out the duties, services or functions required by law to be performed or discharged by the Director of Mental Health Services.
- E. In connection with the public health nursing functions of the Health & Human Services Agency, the final determination regarding issues of professional nursing practice shall be made by a person who is licensed as a registered nurse and certified as a public health nurse.
- F. The county alcohol and drug program shall be placed at the same administrative level and have responsibility similar to other major health programs in the county.

## **SECTION II. Repeal of Chapter 2.68 of the Shasta County Code**

Chapter 2.68 of the Shasta County Code is hereby repealed in its entirety.

## **SECTION III.**

If any section, subsection, sentence, clause, phrase, or provision of this Ordinance or its application to any person or circumstance is held invalid for any reason, the invalidity does not affect other provisions or applications of this Ordinance that can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are severable. The Board of Supervisors hereby declares that it would have passed this Ordinance and every section, subsection, sentence, clause, phrase, or provision thereof irrespective of the fact that any one or more sections, subsections, sentences, clauses, phrases, or provisions be declared unconstitutional or invalid.

## **SECTION IV.**

All former ordinances and resolutions, or parts thereof, conflicting or inconsistent with the provisions of this ordinance are hereby superseded by the Ordinance. The adoption of this ordinance shall not in any manner affect any action or prosecution for violation of ordinances, which violations were committed prior to the effective date hereof, be construed as a waiver of any license, fee, or penalty

Page 7 of 7

Ordinance No. SCC 2023 - \_\_\_\_\_

Health & Human Services Agency Ordinance Amendment

required by or resulting from any such ordinance, or affect the validity of any bond (or cash deposit in lieu thereof) required to be posted, filed, or deposited pursuant to such ordinance.

**SECTION V.**

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

**DULY PASSED AND ADOPTED** this \_\_\_\_ day of \_\_\_\_\_ 2023, by the Board of Supervisors, County of Shasta, State of California, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

RECUSE:

\_\_\_\_\_  
PATRICK JONES, CHAIRMAN

Board of Supervisors

County of Shasta

State of California

ATTEST:

MARY E. WILLIAMS

Acting Clerk of the Board of Supervisors

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

**REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS**

**BOARD MEETING DATE:** March 14, 2023

**CATEGORY:** Regular - Public Works-7.

**SUBJECT:**

Take the following actions: (1) Approve an Agreement with DLR Group (DLR) for planning, architectural and engineering services for the "Jail Inmate Transportation & Courtroom Repurposing Project and Strategic Facilities Plan for Inmate Housing", Contract No. 610590; (2) authorize the Public Works Director, or their designee, to approve extra work or changes in writing to the scope, time of performance, and amount of compensation not to exceed 10%, provided such approvals are approved as to form by County Counsel and Risk Management in accordance with the *Shasta County Contracts Manual*, Administrative Policy 6-101; (3) find the agreement with DLR to be exempt from the California Environmental Quality Act (CEQA) pursuant to State CEQA Guidelines sections 15061(b)(3) and 15301 and not subject to CEQA pursuant to CEQA Guidelines section 15060(c)(2); (4) approve a budget amendment increasing appropriations and revenue by \$200,000 in the Land Buildings & Improvements budget; and (5) approve a budget amendment increasing appropriations by \$200,000 in the Accumulated Capital Outlay budget offset by use of Committed–Public Safety Infrastructure Detention fund balance.

**DEPARTMENT:** Public Works

Sheriff-Jail

**Supervisory District No. :** All

**DEPARTMENT CONTACT:** Al Cathey, Public Works Director, (530) 225-5661

**STAFF REPORT APPROVED BY:** Al Cathey, Public Works Director

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

**RECOMMENDATION**

Take the following actions: (1) Find the agreement with DLR Group (DLR) for the "Jail Inmate Transportation & Courtroom Repurposing Project and Strategic Facilities Plan for Inmate Housing", Contract No. 610590, to be exempt from the California Environmental Quality Act (CEQA) pursuant to State CEQA Guidelines sections 15061(b)(3) and 15301; and not subject to CEQA pursuant to CEQA Guidelines section 15060(c)(2); (2) approve the Agreement with DLR, for planning, architectural and engineering services, in an amount not to exceed \$1,038,700, for a term from date of signing to the earlier of December 31, 2024, or the 30 days after filing of the Notice of Completion; (3) authorize the Public Works Director to approve extra work or changes in writing to the scope, time of performance, and amount of compensation not to exceed 10%, in the aggregate (\$103,870), provided such approvals are approved as to form by County Counsel and Risk Management in accordance with the *Shasta County Contracts Manual*, Administrative Policy 6-101; (4) approve a budget amendment increasing appropriations and revenue by \$200,000 in the Land Buildings & Improvements budget; and (5) approve a budget amendment increasing appropriations by \$200,000 in the Accumulated Capital Outlay budget offset by use of Committed – Public Safety Infrastructure Detention fund balance.

**DISCUSSION**

Staff recommends that the Board approve the personal services agreement between the County and DLR. The agreement organizes the services that DLR will provide into two related but separate Projects:

The first Project is for “Jail Inmate Transportation and Courtroom Repurposing.” The Judicial Branch of the State of California is nearing completion of the new courthouse and will vacate two existing courtrooms (Departments 1 and 2), connected to the Jail. The temporary court facilities north of the Jail have been removed. Planning, architectural and engineering services are needed to repurpose Departments 1 and 2 for other uses, including but not limited to, video arraignments, rehabilitative programming, inmate staging areas, and a secure vehicle sally port to transport inmates to the new Courthouse.

The second Project (the “Inmate Housing Project”) is to provide planning and space needs study services for a new inmate housing unit of no fewer than 256 beds.

A Request for Qualifications (RFQ) was advertised on August 20, 2022. Proposals were received from two firms, Nichols-Melburg and Rossetto and DLR. On January 10, 2023, the Board re-approved a plan to move forward in compliance with laws relating to environmental review, with the idea of an addition of 256-jail beds (inmate housing unit), adjacent to the existing Jail, and authorized staff to begin negotiations with DLR for planning, architectural and engineering services for both projects. Accordingly, the proposed agreement includes space planning, design and construction services for the Jail Inmate Transportation & Court Repurposing Project and a planning and space needs study for a proposed Inmate Housing Unit of new fewer than 256 beds. The agreement has been negotiated and is recommended for approval.

Each action recommended in this report is exempt from CEQA pursuant to the CEQA Regulations noted above. Each CEQA Regulation cited in this report stands as a separate and independent basis for these CEQA determinations.

## **ALTERNATIVES**

The Board may decline to enter into the proposed agreement with DLR. These services would be required to deliver the projects. The Board may direct staff to renegotiate terms, reissue the RFQ or decline to proceed with the project at this time.

## **OTHER AGENCY INVOLVEMENT**

The Sheriff’s Office has been involved with the projects. County Counsel has approved the agreement as to form. Risk Management has approved the agreement. The Recommendation has been reviewed by the County Administrative Office.

## **FISCAL IMPACT**

The cost estimate is \$1,300,000 for planning, design and construction administration services, project administration, and contingency. Upon approval of the recommendations, sufficient appropriations will be included in the Adopted Fiscal Year 2022/23 Land, Buildings and Improvements budget. The projects are being funded with Accumulated Capital Outlay.

## **ATTACHMENTS:**

Description	Upload Date	Description
DLR Group Agreement	3/2/2023	DLR Group Agreement
LBI BA Memo	2/15/2023	LBI BA Memo
BU 161 BA Memo	2/15/2023	BU 161 BA Memo

No Withholding

**PERSONAL SERVICES AGREEMENT  
BETWEEN THE COUNTY OF SHASTA AND  
DLR GROUP**

This agreement is entered into between the County of Shasta, through its Department of Public Works, a political subdivision of the State of California ("County") and DLR Group ("Consultant") (collectively, the "Parties" and individually a "Party") for the purpose of providing architectural and engineering services for the Shasta County Jail Inmate Transportation and Courtroom Repurposing Project (the "Repurposing Project") and a planning and space needs study for a new inmate housing unit of no fewer than 256 beds (the "Inmate Housing Project").

**Section 1. RESPONSIBILITIES OF CONSULTANT**

- A. Pursuant to the terms and conditions of this agreement, Consultant shall provide the following services for the Shasta County Jail Inmate Transportation and Courtroom Repurposing Project (Repurposing Project):

As further set forth herein, architectural and engineering services for the planning, renovation, and repurposing of two courtroom spaces, also referred to as Departments 1 and 2 (the Courtrooms or vacated space) and an inmate transportation facility. Such services for the Repurposing Project shall facilitate the transport of inmates from the existing Jail to the new Shasta County Courthouse, repurposing Courtrooms and vacated space for video arraignments, rehabilitative programming, and staging or holding areas or other uses as may be determined in the space needs program study.

- B. In connection with and in order to prepare necessary planning/space needs studies, plans and specifications, and construction, and to provide architectural, engineering, and consulting services to County to support the Repurposing Project, Consultant shall provide the following services:

1. Inmate Transportation and Courtroom Repurposing Project - Programs Renovation
  - a. Site visit/kickoff meeting – Within 30 days of execution of this agreement attend tour and project kickoff meeting on Day 1, meet with stakeholders on Day 2.
  - b. Space Needs Development – Based on Day 2 stakeholder's meeting, develop space needs list and adjacencies for the renovation/repurposing.
  - c. Space Needs Review (virtual) – Review space needs and adjacencies with County.
  - d. Space Needs Diagram Development – Based on the space needs development create a conceptual diagram that reflects the space needs and adjacencies. Includes circulation pathways.
  - e. Space Needs Review (virtual) – Review space diagrams with County.

DLR Group

Shasta County Jail  
Inmate Transportation/Courtroom Repurposing  
& Inmate Housing Projects  
Contract No. 610590



- f. Space Needs Refinement – Incorporate feedback and comments from review meeting and create Space Needs Presentation.
  - g. Deliver a Space Needs Presentation.
  - h. Provide to County a copy of the final Space Needs Program Study, including finalized floor plan and site layout.
  - i. Provide a programming level preliminary cost estimate based on the final Space Needs study.
- 2. Inmate Transportation and Courtroom Repurposing Project – Design, Bid and Construction Phase Services
  - a. *Schematic Design/Design Development (2 months)*
    - i. Develop Schematic level plans based on the Program Space Needs Study and provide copy to County.
    - ii. Develop Design Development level plans for County review. Incorporate any County comments into final Design Development level plans.
    - iii. Design Development plans shall include Demolition, Grading, Drainage, Floor and Ceiling, and Engineering Layout Plans.
    - iv. Provide a preliminary cost estimate based on the final Design Development plans.
  - b. *Construction Documents (CDs) (2 months)*
    - i. Upon County approval of Design Development plans, complete a detailed set of demolition, site/civil, floor, structural, electrical, mechanical, plumbing, security electronics plans with details and specifications (collectively, the “Construction Documents”) compliant with applicable laws and provisions of the Public Contract Code for competitive bidding and construction contract award purposes. County uses the Master 49 Section format. Specifications shall conform to this numbering standard and County’s internal consistency standards.
    - ii. Perform a final Code and Standards Review.
    - iii. Complete a detail final cost estimate based on County approved 100% complete Construction Documents.
  - c. *Bid Phase*
    - i. Prepare Regulatory Agency submittals.
    - ii. Attend a pre-bid meeting with prospective bidders.
    - iii. Provide responses to Requests for Information (RFI) and related issues regarding the Construction Documents.
    - iv. Prepare any addenda documents requested by County.
    - v. Prepare conformed project documents for the construction phase.

d. Construction Administration

- i. Attend weekly construction meetings with County, County's construction manager, and County's contractors, subcontractors, and suppliers. Includes one monthly site visit by DLR Group and weekly site visits or as may be needed by Trilogy.
- ii. Timely respond to the County's contractor's Requests for Information (RFI).
- iii. Timely review County's Contractor's submittals.
- iv. Determine and confirm compliance with the Construction Documents on an ongoing, routine basis and make periodic site visits or as often as needed for this purpose and as otherwise requested by County.
- v. Respond to County requests for information and provide consulting services on issues, alternatives, and other matters related to the Project.
- vi. Prepare project punch list of all deficiencies that need to be completed and facilitate in sign off or outstanding work.
- vii. The following engineering sub-consultant site visits are included during this phase: Electrical – 3, Mechanical and Plumbing – 3, Security Electronics – 2, Civil – 2.

- C. Pursuant to the terms and conditions of this agreement, Consultant shall provide a planning and space needs study and related consulting services for an Inmate Housing Project of no fewer than 256 jail beds, as follows:

Inmate Housing Project – Strategic Facilities Plan

1. Site Visit/Kickoff Meeting – Attend tour and project kickoff meeting on Day 1, meet with stakeholders on Day 2.
2. Strategic Plan Space Needs Development – Based on Day 2 stakeholder's meeting, develop space needs list and adjacencies for the first phase of a new facility.
3. Strategic Plan shall include an assessment of existing Jail support functions to determine phasing of both support and bed functions for a future housing unit and determine timing of what, how, and when plan services will need to be moved out of the existing jail and into a new or other facility.
4. Strategic Plan Space Needs Review (virtual) – Review space needs and adjacencies with County.
5. Strategic Plan Diagram Development – Based on the space needs development create a conceptual diagram that reflects the space needs and adjacencies. Includes circulation pathways.
6. Strategic Plan Diagram Review (virtual) – Review space diagrams with the County.

7. Strategic Plan Refinement – Incorporate feedback and comments from review meeting and create Strategic Plan Presentation.
8. Deliver a Strategic Plan Presentation.
9. Provide County with a final copy of the Strategic Facilities Plan Study.
10. Provide a programming level estimate based on the final Strategic Plan.

D. Miscellaneous

1. Consultant shall further provide all such services that are necessary to carry out the Projects and services in accordance with the terms, conditions, and requirements of this agreement. All services and work shall conform to all applicable laws, ordinances, regulations, and codes, including but not limited to Board of State Community Corrections (BSCC), the Americans with Disabilities Act (ADA), the California Fair Employment and Housing Act (FEHA), and accessibility laws, seismic standards, and any environmental safety considerations.
2. Consultant acknowledges and understands the County's needs for a new jail and to reduce operating costs, and the direction from the County's Board of Supervisors to County staff to move forward with the idea of potentially increasing jail bed space by retaining the current jail and building a new addition or adjacent facility with modern design, modifications to accommodate an inmate transportation construction project. Consultant will perform its responsibilities under this agreement in accordance with the foregoing and in a manner which will facilitate and enable the County—in the event it may so choose—to evaluate, undertake, or otherwise take lawful steps necessary to facilitate future planning and projects, if any, to increase jail capacity and bed space.

E. Consultant shall complete the services proscribed in this agreement in accordance with the schedule contained in EXHIBIT D, attached hereto and incorporated herein.

F. Consultant's lead personnel and those of its subconsultants and subcontractors that will be associated with the services provided pursuant to this agreement are designated on Exhibit B, attached hereto and incorporated herein. If any personnel, subconsultant, subcontractor, or other entity (collectively referred to as "person") now or later so designated fails to perform to the satisfaction of County, County may in its sole discretion demand, in writing, and Consultant shall remove that person from the Project and replace that person with one acceptable to County. At no time shall Consultant replace any person unless previously approved by the County and the replacement person shall be remain subject to County approval and the provisions of this paragraph.

- G. As required by Government Code Section 7550, each document or report prepared by Consultant for or under the direction of County pursuant to this agreement shall contain the numbers and dollar amount of the agreement and all subcontracts under the agreement relating to the preparation of the document or written report. If multiple documents or written reports are the subject of the agreement or subcontracts, the disclosure Section may also contain a statement indicating that the total agreement amount represents compensation for multiple documents or written reports. Consultant shall label the bottom of the last page of the document or report as follows: department name, agreement number, and dollar amount. If more than one document or report is produced under this agreement, Consultant shall add: "This [document or report] is one of [number] produced under this agreement."

## **Section 2. RESPONSIBILITIES OF COUNTY**

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

- A. Designate a representative, as Project Engineer, authorized to act in County's behalf. The Project Engineer shall examine the documents and work product submitted by Consultant and render decisions pertaining thereto to avoid unreasonable delay in the progress and completion of the Project.
- B. Provide full information about the requirements for the Project, including the budget limitations and scheduling.
- C. Provide Consultant reasonable access to County property to permit Consultant to complete services described in this agreement.
- D. Provide Consultant with existing maps, drawings, specifications, data, or any other information known to be contained in County archives needed by Consultant in executing Consultant's responsibilities.
- E. Compensate Consultant as prescribed in Sections 3 and 4 of this agreement and monitor the outcomes achieved by Consultant.
- F. Prepare all necessary environmental documents or determinations if required by CEQA.
- G. In reliance and based on the services and work product provided by Consultant, prepare General Bidding and Contract Requirements, commonly known as Volume 1 of the bid package. Upload bid packages, including final plans and specifications prepared by Consultant and approved by County, to County's web-based bid site.
- H. Pay all fees required to secure any necessary permits.
- I. Advertise for and receive bids for the award of the contract for construction of the Project.
- J. Provide Project construction inspection and testing services and prepare any reports, notices, or similar documents resulting therefrom that are not otherwise required to be prepared or provided by Consultant pursuant to this agreement.

**Section 3. COMPENSATION**

- A. Consultant shall be paid for the services described in this agreement in accordance with the Compensation Schedule in EXHIBIT A attached hereto and incorporated herein. Compensation paid to Consultant by County shall not exceed \$1,038,700 for all services provided pursuant to this agreement.

Reimbursement for expenses, costs, or fees, actually incurred by Consultant, if any, shall not exceed \$20,000. Unless approved in writing in advance by County, Consultant shall not be entitled to, nor include in any invoice, any amount for reimbursement of any expenses, costs, or fees. Consultant shall submit itemized statement or invoice and original receipts to document expenses that do not otherwise have an established value in EXHIBIT C – Reimbursable Billing Rates, attached and incorporated herein.

- B. Extra work or changes that are minor in nature and do not change the substance or purpose of this agreement may be authorized in writing by Shasta County's Public Works Director ("Director"), provided such extra work or changes is authorized in advance in writing and do not exceed ten percent (10%), in the aggregate, of the maximum compensation payable pursuant to this agreement.
- C. Extra work or changes in the work shall be performed either on an hourly rate basis or on a negotiated fixed fee basis. The compensation for extra work shall be negotiated using the rates specified in EXHIBIT C – Reimbursable Billing Rates. These rates shall be used as information to assist in arriving at a negotiated fee for extra work.
- D. Consultant shall be paid via electronic invoice payment; automated clearing house ("ACH"), County credit card, or Commerce Bank virtual card. ACH payments require submission of the completed Auditor-Controller ACH/Direct Deposit authorization form within five days of execution of this agreement.
- E. Consultant's violation or breach of agreement terms may result in fiscal penalties, withholding of compensation, or termination of agreement.

**Section 4. BILLING AND PAYMENT**

- A. Consultant shall submit to the Department of Public Works monthly invoices in arrears during the performance of the services prescribed in Section 1, based on a percent of work complete basis by Consultant. County shall make payment within 30 days of receipt of Consultant's correct and approved statement or invoice. If Consultant fails to complete or submit required deliverable items set forth in Section 1, County shall have right to delay payment or terminate this Contract in accordance with provisions in Section 6.
- B. Should County, or the state or federal government, disallow any amount claimed by Consultant, Consultant shall reimburse County, or the state or federal

government, as directed by County, or the state or federal government, for such disallowed cost.

**Section 5. TERM OF AGREEMENT**

This agreement shall commence as of the last date it has been signed by both Parties and shall end the earlier of December 31, 2024, or 30 days after the filing of the Notice of Completion for the construction of the Jail Inmate Transportation and Courtroom Repurposing Project provided for in this agreement. Notwithstanding the foregoing, County shall not be obligated for payments hereunder for any future County fiscal year unless or until County's Board of Supervisors appropriates funds for this agreement in County's budget for that County fiscal year. In the event that funds are not appropriated for this agreement, then this agreement shall end as of June 30 of the last County fiscal year for which funds for this agreement were appropriated. For the purposes of this agreement, the County fiscal year commences on July 1 and ends on June 30 of the following year. County shall notify Consultant in writing of such non-appropriation at the earliest possible date.

**Section 6. TERMINATION OF AGREEMENT**

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

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

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

**Section 8. NONASSIGNMENT OF AGREEMENT; NON-WAIVER**

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

**Section 9. EMPLOYMENT STATUS OF CONSULTANT**

Consultant shall, during the entire term of this agreement, be construed to be an independent contractor, and nothing in this agreement is intended nor shall be construed to create an employer-employee relationship, a joint venture relationship, or to allow County to exercise discretion or control over the professional manner in which Consultant performs the work or services that are the subject matter of this agreement; provided, however, that the work or services to be provided by Consultant shall be provided in a manner consistent with the professional standards applicable to such work or services. The sole interest of County is to ensure that the work or services shall be rendered and performed in a competent, efficient, and satisfactory manner. Consultant shall be fully responsible for payment of all taxes due to the State of California or the federal government that would be withheld from compensation if Consultant were a County employee. County shall not be

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

**Section 10. INDEMNIFICATION**

- A. To the fullest extent permitted by law, Consultant shall indemnify and hold harmless County, its elected officials, officers, employees, agents, and volunteers against all claims, suits, actions, costs, expenses, (including, but not limited to, reasonable attorney's fees of County Counsel and counsel retained by County, expert fees, litigation costs, and investigation costs), damages, judgments, or decrees arising from the 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.
- B. For professional services provided under this agreement, Consultant shall indemnify, defend, and hold harmless County, its elected officials, officers, employees, agents, and volunteers from and against any and all claims, demands, actions, losses, liabilities, damage, and costs, including reasonable attorneys' fees, arising out of or resulting from the negligent performance of the professional services provided under this agreement. Consultant shall also, at Consultant's own expense, defend the County against any suit or action brought against County founded upon any claim, action or proceeding which is based upon the work or the provision of services undertaken pursuant to this agreement. Furthermore, the duty of Consultant includes the duty of defense, inclusive of that set forth in the California Civil Code Section 2778, and is subject to any limits provided for in Civil Code Section 2782.8. The words "professional services" shall be interpreted



as defined in Civil Code Section 2782.8, as it may be amended from time to time. The provisions of this paragraph are intended to be interpreted as broadly as permitted by applicable law.

- C. These indemnification provisions are independent of, and shall not in any way be limited by, Consultant's insurance coverage or lack of coverage, or by the insurance requirements of this agreement. County acknowledgement or approval of Consultant's evidence of insurance coverage required by this agreement does not in any way relieve Consultant from its obligations under this Section.

## **Section 11. INSURANCE REQUIREMENTS**

Without limiting Consultant's duties of defense and indemnification:

- A. Consultant and any subcontractor shall carry Commercial General Liability Insurance, and other coverage necessary to protect County and the public, with limits of \$2 million per occurrence or claim. Such coverage shall:

1. Be equivalent to the current Insurance Services Office (ISO) form CG 00 01, assuring coverage for products and completed operations, property damage, bodily injury, and personal and advertising injury.
2. Include an endorsement, or an amendment to the policy of insurance, naming Shasta County, its elected officials, officers, employees, agents, and volunteers as additional insureds; the additional insureds coverage shall be equal to the current ISO forms CG 20 10 for on-going operations, and CG 20 37 for completed operations.
3. Apply separately to this project and location(s); in the event of a general aggregate limit, the general aggregate limit shall be twice the required per occurrence limit.
4. Contain, or be endorsed to contain, a "separation of insureds" clause which shall read, or have the same effect as the following:

"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."

- B. Consultant and any subcontractor shall carry Automobile Liability Insurance covering any auto, unless Consultant has no owned autos then covering at minimum hired and non-owned autos, with limits of \$1 million per occurrence or claim. Such coverage shall:
1. Include, or be endorsed to contain, Additional Insured coverage in favor of Shasta County, its elected officials, officers, employees, agents, and volunteers.
  2. Include, or be endorsed to contain, coverage for hazardous waste transportation, when appropriate to the work being performed.
- C. Consultant and any subcontractor shall carry statutorily required Workers' Compensation Insurance, and Employer's Liability Insurance with limits of \$1 million per occurrence or claim, to cover Consultant, subcontractor, Consultant's partner(s), subcontractor's partner(s), Consultant's employees, and subcontractor's (s') employees, covering the full liability for compensation for injury to those employed by Consultant or subcontractor. 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.
- D. Consultant shall carry Professional Liability (Errors and Omissions) Insurance, applicable to the Consultant's profession and the services/work being performed, with limits of not less than \$2 million per occurrence or claim, \$2 million aggregate.
- E. Consultant shall require its subcontractors, if any, to carry and maintain coverage and evidence that equals or exceeds the coverage requirements imposed upon Consultant by this agreement.
- F. With regard to all insurance coverage required by this agreement:
1. Any deductible or self-insured retention exceeding \$25,000 for Consultant or subcontractor shall be disclosed to and be subject to approval by the Shasta County Risk Manager prior to the effective date of this agreement; policy shall provide, or be endorsed to provide, that any self-insured retention or deductible may be satisfied by either the named insured or County, and must also provide that defense costs satisfy the self-insured retention or deductible. Any and all deductibles and self-insured retentions shall be the sole responsibility of Consultant or subcontractor who procured such coverage, and shall not apply to the Indemnified Additional Insured Parties. County may deduct from any amounts otherwise due Consultant to fund the self-insured retention or deductible.

2. If any insurance coverage required hereunder is provided on a “claims made” rather than “occurrence” form, Consultant or subcontractor shall maintain such 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 coverage for claims received and reported three years after the expiration date of this agreement.
3. In the event coverage is reduced or canceled, or otherwise materially changed, a notice of said reduction or cancellation or change shall be provided to County within 24 hours.
4. Consultant hereby grants to Shasta County, its elected officials, officers, employees, agents, and volunteers, a waiver of any right to subrogation or recovery which any insurer of said Consultant may acquire against County by virtue of the payment of any loss under such coverage, and agrees to obtain any endorsement that may be necessary to affect this waiver; this provision applies regardless of whether or not County has received such a waiver or endorsement.
5. Any available insurance proceeds in excess of the specified minimum limits and insurance coverage pursuant to the terms of this agreement shall be applicable to County.
6. Before the effective date of this agreement, Consultant shall provide County with certificates of insurance, and all amendatory endorsements or policy amendments, as evidence of meeting insurance coverage required of this agreement; for purposes of verification of Consultant meeting insurance requirements of this agreement, County reserves the right to require any policies, declarations, endorsements, and other documentation.
7. Coverage required herein shall be in effect at all times during the term of this agreement, and may be provided by programs of self-insurance when supported by adequate evidence meeting appropriate self-insurance and regulatory compliance. Insurance is to be placed with insurers authorized to transact business in California, with a current A.M. Best’s rating of not less than A:VII, unless otherwise authorized by County.
8. 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.

9. For any claims related to this agreement, Consultant's coverage shall be primary and non-contributory. Any coverage maintained by Shasta County, its elected officials, officers, employees, agents, and volunteers, shall be excess of the Consultant's coverage and shall not contribute with it.
10. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to Shasta County, its elected officials, officers, employees, agents, or volunteers.

**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 unlawfully 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. Furthermore, where applicable, Consultant represents and warrants all websites created for County, or used by Consultant to provide services pursuant to this agreement shall comply with the Americans with Disabilities Act of 1990 and shall specifically conform to the Web Content Accessibility Guidelines found at [www.w3.org.7.](http://www.w3.org.7.), and comply with Section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794d), Subpart B, 1194.22.

- D. No funds or compensation received by Consultant under this agreement shall be used by Consultant for sectarian worship, instruction, or proselytization in a manner prohibited by law.
- 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.
- F. **Prevailing Wage Rates, Labor Code, and DIR Compliance:** Certain work to be performed under this contract may be considered "public works" subject to prevailing wage, apprenticeship and other labor requirements of Labor Code division 2, part 7, chapter 1, Section 1720 et seq. Such public works may include work performed during the design, site assessment, feasibility study, and other preconstruction phases of construction including, but not limited to, inspection and land surveying work, regardless of whether any further construction work is conducted. Consultant is solely responsible for determining whether any work or portion thereof is subject to said requirements, and for complying with all such requirements that apply. All such public works projects are subject to compliance monitoring by the California Department of Industrial Relations (DIR). To the extent applicable, Consultant is responsible for posting job site notices as prescribed by regulation pursuant to Labor Code Section 1771.4(a)(2). Consultant acknowledges that it is aware of and understands state and federal public works, prevailing wage, and related requirements and to the extent applicable, shall comply with these requirements, including but not limited to compliance Labor Code Sections 1771 (payment of prevailing wage), 1771.1 (registration with DIR) and 1771.4 (submission of certified payrolls to Labor Commissioner).

**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 ensure a proper accounting of all funds and expenditures pertaining to the work performed or the services provided pursuant to this agreement. Consultant shall maintain records providing

information that account for all funds and expenses related to the provision of services provided pursuant to this agreement. Access to these records shall be provided to County during working days, 8:00 a.m. to 5:00 p.m. and at other times upon reasonable notice by County, and upon request of state and federal agencies charged with the administration of programs related to the work or services to be provided pursuant to this agreement.

- C. Consultant agrees to accept responsibility for receiving, replying to, and/or complying with any audit exception by appropriate federal, state, or County audit directly related to the provisions of this agreement. Consultant agrees to repay County the full amount of payment received for duplicate billings, erroneous billings, audit exceptions, or false or deceptive claims. Consultant agrees that County may withhold any money due and recover through any appropriate method any money erroneously paid under this agreement if evidence exists of less than full compliance with this agreement including, but not limited to, exercising a right of set-off against any compensation payable to Consultant.

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

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

**Section 16. LICENSES AND PERMITS**

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

**Section 17. PERFORMANCE STANDARDS**

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

**Section 18. CONFLICTS OF INTEREST**

Consultant and Consultant's officers and employees shall not have a financial interest, or acquire any financial interest, direct or indirect, in any business, property, or source of

income that could be financially affected by or otherwise conflict in any manner or degree with the performance of the work or services required under this agreement.

**Section 19. NOTICES**

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

If to County: Shasta County Department of Public Works  
1855 Placer Street  
Redding, CA 96001  
530-225-5661 Fax 530-225-5667

If to Consultant: Darrell Stelling, Senior Principal  
DLR Group  
1050 20<sup>th</sup> Street, Suite 250  
Sacramento, CA 95811  
916-446-0206

- 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 or their designee.

**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 in a format acceptable to County. 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.

**Section 28. COUNTERPARTS/ELECTRONIC, FACSIMILE, AND PDF SIGNATURES**

This agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each Party of this agreement agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act ("CUETA") Cal. Civ. Code §§ 1633.1 to 1633.17), for executing this agreement. The Parties further agree that the electronic signatures of the Parties included in this agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means an electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record pursuant to the CUETA as amended from time to time. The CUETA authorizes use of an electronic signature for transactions and contracts among Parties in California, including a government agency. Digital signature means an electronic identifier, created by computer, intended by the party using it to have the same force and effect as the use of a manual signature, and shall be reasonably relied upon by the Parties. For purposes of this Section, a digital signature is a type of "electronic signature" as defined in subdivision (i) of Section 1633.2 of the Civil Code. Facsimile signatures or signatures transmitted via pdf document shall be treated as originals for all purposes.

***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 their execution is made.

**COUNTY OF SHASTA**

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

\_\_\_\_\_  
PATRICK JONES, CHAIR  
Board of Supervisors  
County of Shasta  
State of California

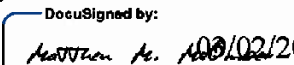
ATTEST:

MARY WILLIAMS  
Acting Clerk of the Board of Supervisors

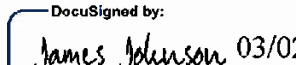
By: \_\_\_\_\_  
Deputy

Approved as to form:

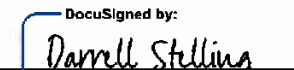
RUBIN E. CRUSE, JR  
County Counsel

By:  DocuSigned by:  
Matthew M. McOmber 03/02/2023 | 10:52 AM PST  
Senior Deputy County Counsel

RISK MANAGEMENT APPROVAL

By:  DocuSigned by:  
James Johnson 03/02/2023 | 9:45 AM PST  
Risk Management Analyst III

**CONSULTANT**  
**DLR GROUP**


By:  DocuSigned by:  
AC6C7CB895E2428...

Print Name: Darrell Stelling

Title: Assistant Secretary

Date: 03/01/2023 | 2:46 PM PST

Tax I.D.#: 94-3292360

By:  DocuSigned by:  
08951266DD4C42F...

Print Name: Mark Covington

Title: Vice President

Date: 03/01/2023 | 4:16 PM PST

DLR Group

Shasta County Jail  
Inmate Transportation/Courtroom Repurposing  
& Inmate Housing Projects  
Contract No. 610590

**EXHIBIT A****TO THE  
PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF SHASTA AND  
DLR GROUP****Compensation Schedule for Repurposing Project:**

Services / Consultant or Subconsultant	REPURPOSING PROJECT					
	Programming Renovation	Schematic Design & Design Development	Construction Documents	Bidding	Construction Administration	Subtotal
Programming: Repurposing Project/ DLR Group	\$70,000					\$70,000
Architecture/ DLR Group		\$224,000	\$222,000	\$12,000	\$182,000	\$640,000
Survey, Topographic, & Civil Engineering/ GHD		\$15,500	\$42,500	\$2,000	11,000	\$71,000
Structural Engineering/ Buehler		\$5,000	\$5,000	\$500	\$2,000	\$12,500
Mechanical and Plumbing Engineering/ Capital Engineering		\$13,000	\$16,000	\$2,000	\$11,000	\$42,000
Electrical Engineering/ The Engineering Enterprise		\$18,800	\$20,400	\$1,500	\$11,500	\$52,200
Security Electronics/ R&N Systems Design		\$20,000	\$20,000	\$2,000	\$13,000	\$55,000
Cost Estimating/ Sierra West Group	\$3,000	\$10,000	\$6,000			\$19,000
<b>Lump Sum Totals</b>	<b>\$73,000</b>	<b>\$306,300</b>	<b>\$331,900</b>	<b>\$20,000</b>	<b>\$230,500</b>	<b>\$961,700</b>

Additionally, if County and Consultant deem it necessary or appropriate, then GHD, or other qualified entity approved by County, will provide a topographic survey of the existing Sally Port at the cost of up to \$7,300. This is not included in the above Compensation Schedule.

**Compensation Schedule for Inmate Housing Project:**

Discipline/ Consultants	INMATE HOUSING PROJECT					Subtotal
	Strategic Facilities Plan					
Strategic Facilities Plan: Housing Unit/ DLR Group	\$52,000					\$52,000
Cost Estimating/ Sierra West Group	\$5,000					\$5,000
Lump Sum Totals	\$57,000	\$0	\$0	\$0	\$0	\$57,000

**Assumptions and Exclusions:**

Expenses included in Lump Sum Fees:

- Any travel expenses to and from site.
- DLR Group internal printing for coordination.
- Additional expenses not identified above are reimbursable.

Expenses not included in Lump Sum Fees:

- Printing Expenses – It is assumed all reviews will be done electronically so no document printing has been included.
- Printing cost for County reviews are not included in fee schedule.

Structural Engineering:

- Fees for structural engineering include only miscellaneous structural detailing for interior partition attachments to existing structure.

Civil Engineering:

- Assumes no site retaining walls.
- Real estate due diligence by others.
- Geotechnical by others.
- Hazmat by others.

**EXHIBIT B**

**TO THE  
PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF SHASTA AND  
DLR GROUP**

**Responsible Personnel:**

**ARCHITECTURE (INCLUDING PROGRAMMING & QUALITY ASSURANCE)**

Diana Castruita  
(DLR Group)  
Project Manager

Darrell Stelling  
(DLR Group)  
Principal-in-Charge  
QA/QC

Lori Coppenrath  
(DLR Group)  
Planner/Programmer

Gary Retel  
(DLR Group)  
Lead Designer

Andy Cupples  
(DLR Group)  
Detention Expert

Mark Van Allen  
(DLR Group)  
Detention Designer

Patrick Langford  
(DLR Group)  
Project Architect

Mili Del Castillo Salazar  
(DLR Group)  
Interior Designer

**ARCHITECTURAL SUB CONSULTANT**

Josh Cuthbertson  
Todd McEfee  
(Trilogy Architecture)

**STRUCTURAL ENGINEER**

Soli Sorabji  
Structural Project Manager  
(Buehler Engineering)

**CIVIL ENGINEER / SURVEY**

Brandon Tenney  
Civil Engineer  
(GHD)

**MECHANICAL ENGINEER**

Anthony Colacchia  
Mechanical/Plumbing Engineer  
(Capital Engineering)

**COST CONSULTANT**

John L. Moreno  
Cost Estimator  
(Sierra West Group)

**ELECTRICAL ENGINEER**

Scott Wheeler  
Electrical Engineer  
(The Engineering Enterprise)

**SECURITY ELECTRONICS**

Chris Nielsen  
Security and Low Voltage  
(R&N Systems Design)

**EXHIBIT C**

**Reimbursable Billing Rates**

**TO THE  
PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF SHASTA AND  
DLR GROUP**

# DLR Group

## Standard Hourly Billing Rates

Title	Client Hourly Billing Rate	Description
Senior Expert	\$350	Senior leaders who provide specific industry-related expertise
Expert	\$300	Leaders who provide specific industry-related expertise
Practice Leader	\$265	Senior Professional who leads a sector, discipline or practice segment
Project Leader	\$235	Senior Professional who leads clients and projects
Senior Professional	\$205	Professionals with significant experience since registration eligibility
Professional II	\$175	Professionals with mid-range experience since registration eligibility
Professional	\$145	Professionals that have reached registration eligibility
Professional Support	\$115	Degreed professionals prior to registration eligibility
Technical/Clerical	\$90	Interns, administrative and technical staff

**EXHIBIT D**

**TO THE  
PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF SHASTA AND  
DLR GROUP**

**Schedule for Repurpose Project:**

- Begin Renovation/Space Needs Study
- Complete Space Needs Study\*
- Begin Schematic Design/Design Development (SD/DD)
- Complete SD/DD with preliminary estimate
- Begin Construction Documents (CDs)
- Complete CDs with estimate

**Start or Complete No Later Than:**

Start by April 14, 2023  
Complete by June 14, 2023 (2 months)  
Start upon earlier of completion of Space Needs Study or June 14, 2023  
Within two months of start of SD/DD, or August 14, 2023, whichever is earlier  
Start upon earlier of completion of SD/DD, or August 14, 2023  
Within two months of start of CDs, or October 14, 2023, whichever is earlier

**Schedule for Inmate Housing Project:**

- Begin Strategic Facilities Plan
- Complete Strategic Facilities Plan\*

**Start or Complete No Later Than:**

Start by May 15, 2023  
Complete by August 15, 2023 (3 months)

\*Does not include Board Presentation

Time is of the essence and County has no obligation to grant or provide any extension of any start or completion deadlines set forth in this Exhibit. However, if deemed necessary in County's sole discretion, County may extend any such start or completion dates. Any such extension shall be set forth in writing signed by the Public Works Director.

**COUNTY  
OF  
SHASTA  
DEPARTMENT OF PUBLIC WORKS**

*Alfred V. Cathey, Director*

**MEMORANDUM**

**DATE** February 10, 2023

FAF 020004

**TO** Nolda Short, Auditor-Controller

**FROM** *for* Al Cathey, Director 

**SUBJECT** Budget Amendment for Land Buildings & Improvements

A budget amendment in the amount of \$200,000 is requested in the Land Buildings & Improvements Budget Unit 16600. The purpose of this budget amendment is to increase appropriations and revenue for the new transportation and jail renovation project.

After preparing the budget transfer document, would you please forward it to the CAO's office for approval. It is our intention to present this to the Board of Supervisors for approval on February 28, 2023. If you have any questions, please contact Ken Cristobal at extension 5679. Thank you for your assistance in this matter.

AVC/kdc

Attachment

email: Erin Bertain, Deputy County Executive Officer



County of Shasta

**Budget Amendment**Land Buildings & Improvements

DEPARTMENT NAME

APPROPRIATIONS  
INCREASE <DECREASE>

COST CENTER	ACCOUNT	ACCOUNT DESCRIPTION	BUDGET READS	BUDGET SHOULD READ	AMOUNT OF TRANSFER (+/-)
16600	034800	Prof & Special Services	517,529	717,529	200,000
					-
					-
					-
TOTAL					200,000

REVENUE  
INCREASE <DECREASE>

COST CENTER	ACCOUNT	ACCOUNT DESCRIPTION	BUDGET READS	BUDGET SHOULD READ	AMOUNT OF TRANSFER (+/-)
16600	800161	Trans In Accumulated Capital Outlay	400,000	600,000	200,000
					-
					-
					-
TOTAL					200,000



*From the Desk of:*  
**Mary Williams, Acting County Executive Officer**

**To:** Nolda Short, Auditor-Controller *mw*  
**From:** Mary Williams, Acting County Executive Officer  
**Date:** February 10, 2023  
**Subject:** Budget Amendment

Please prepare a budget amendment to the Accumulated Capital Outlay Budget Unit (BU161) to increase appropriations in the transfer out to Capital Projects in the amount of \$200,000. This transfer will be offset with use of the Committed – Public Safety Infrastructure Detention fund balance. These funds will be used for work planning for the new transportation and jail renovation project. This item will be brought to the Board on February 28, 2023, in conjunction with a Public Works item.

#### **Appropriations**

<b>COST CENTER</b>	<b>ACCOUNT</b>	<b>ACCOUNT DESCRIPTION</b>	<b>BUDGET READS</b>	<b>BUDGET SHOULD READ</b>	<b>AMOUNT OF TRANSFER (+/-)</b>
16100	095166	TRAN OUT CAPITAL PROJECTS	400,000	600,000	200,000
<b>TOTAL</b>					<b>\$200,000</b>

**REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS**

**BOARD MEETING DATE:** March 14, 2023

**CATEGORY:** Scheduled Hearings - Resource Management-8.

**SUBJECT:**

Take the following actions: (1) Conduct a public hearing; (2) find that the proposed ordinance is not subject to the California Environmental Quality Act (CEQA) for the reasons stated in the ordinance; and (3) introduce, waive the reading of, and enact *“An Ordinance of the Board of Supervisors of the County of Shasta Amending Section 17.88.335, Large Wind Energy Systems, of the Shasta County Code in Light of Assembly Bill 205.”*

**DEPARTMENT:** Resource Management  
Planning Division

**Supervisory District No. :** All

**DEPARTMENT CONTACT:** Paul A. Hellman, Director of Resource Management, (530) 225-5789

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

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

**RECOMMENDATION**

Take the following actions: (1) Conduct a public hearing; (2) find that the proposed ordinance is not subject to the California Environmental Quality Act (CEQA) for the reasons stated in the ordinance; and (3) introduce, waive the reading of, and enact *“An Ordinance of the Board of Supervisors of the County of Shasta Amending Section 17.88.335, Large Wind Energy Systems, of the Shasta County Code in Light of Assembly Bill 205,”* identified as Zone Amendment 23-0001.

**DISCUSSION**

On February 9, 2023, by a 4-0 vote the Planning Commission (the “Commission”) recommended that the Board of Supervisors approve the proposed ordinance (only four of the five Commissioners were in attendance at the February 9, 2023, meeting). During the Commission public hearing, Steven Johnson, Beth Messick-Lattin, Maggie Osa, Kelly Tanner, and Radley Davis spoke in support of the proposed ordinance and Bill Walker spoke in opposition to the proposed ordinance. The resolution adopted by the Commission is attached.

On July 12, 2022, the Board of Supervisors enacted Ordinance No. SCC 2022-04 amending the Shasta County Zoning Plan to regulate small and large wind energy systems within the unincorporated area of Shasta County, including the prohibition of large wind energy systems. On August 16, 2022, the Board of Supervisors adopted Resolution No. 2022-097, a resolution of intention to consider amendments to the Shasta County Zoning Plan in light of Assembly Bill (AB) 205 relative to the regulation of large wind energy systems and to direct the Department of Resource Management to study the matter, propose amendments to the Zoning Plan, and submit proposed amendments to the Commission for their consideration and recommended action.

The California State Legislature approved AB 205, which was signed by the Governor on June 30, 2022. Among other provisions, AB 205 allows developers of wind and solar photovoltaic facilities with a generating capacity of 50 megawatts or more to submit an application to the California Energy Commission (CEC) rather than to the local jurisdiction in which the

project is located. When such an application is submitted to the CEC, the CEC has exclusive siting authority over such proposed facilities but must make certain findings in order to approve an application which does not conform with applicable local ordinances. The CEC may not certify a facility that does not conform with any applicable state, local, or regional standards, ordinances, or laws, unless the commission determines that the facility is required for public convenience and necessity and that there are not more prudent and feasible means of achieving public convenience and necessity.

In addition, the CEC shall not approve an application for such a facility in the unincorporated area of Shasta County unless the CEC finds that the construction or operation of the facility will have an overall net positive economic benefit to Shasta County and that the applicant has entered into one or more legally binding and enforceable agreements with, or that benefit, a coalition of one or more community-based organizations, including local governmental entities.

The proposed amendments to the Zoning Plan address the authority granted to the CEC with respect to the certification of large wind energy systems through AB 205 which was enacted into law shortly after the Commission recommended that the Board of Supervisors adopt Section 17.88.335 of the Zoning Plan in order to prohibit additional large wind energy systems from being developed within the unincorporated area of Shasta County. The proposed amendments address the ability of applicants to request certification of large wind energy systems by the CEC in connection with Shasta County's prohibition against such developments and to address the findings which must be made by the CEC in order to certify a large wind energy system.

The proposed amendments continue to prohibit large wind energy systems in all zone districts of the unincorporated area of the County and state that there are more prudent and feasible means of achieving any possible public convenience and necessity than constructions large wind energy systems in the unincorporated area of the County.

The proposed amendments would add a legislative finding that the construction or operation of large wind energy systems will not have an overall net positive economic benefit to Shasta County and that the adverse impacts of large wind energy systems in Shasta County identified in the legislative findings outweigh any potential economic benefits to Shasta County that may be available from such large wind energy systems.

The proposed amendments also provide that no County officer, agency, or department is authorized to enter into a community benefit agreement in connection with such a large wind energy system without the prior approval of the Board of Supervisors.

The proposed amendments would also establish the duties to be performed by the Director of Resource Management in conjunction with applications for large wind energy systems filed with the CEC.

Environmental Determination: Adoption of the proposed ordinance is not subject to the California Environmental Quality Act (CEQA) pursuant to State CEQA Guidelines section 15060(c)(2) since it can be seen with certainty that this ordinance will not result in a direct or reasonably foreseeable indirect physical change in the environment.

## **ALTERNATIVES**

The following alternatives are available: (1) Enact the proposed ordinance with modifications; (2) do not enact the proposed ordinance; or (3) continue review of the proposed ordinance or refer the ordinance back to the Commission for additional information. Any modifications to the proposed ordinance not considered by the Commission will need to be referred back to the Commission for consideration.

## **OTHER AGENCY INVOLVEMENT**

County Counsel has approved the draft ordinance as to form. The County Administrative Office has reviewed this recommendation.

## **FISCAL IMPACT**

Approval or denial of the proposed ordinance would not result in any additional general fund impact.

## **ATTACHMENTS:**

Description	Upload Date	Description
Planning Commission Resolution 2023-007	2/27/2023	Planning Commission Resolution 2023-007
Strikeout Version of Draft Ordinance	2/27/2023	Strikeout Version of Draft Ordinance
Draft Ordinance	2/27/2023	Draft Ordinance

**RESOLUTION NO. 2023-007**

**A RESOLUTION OF THE SHASTA COUNTY PLANNING COMMISSION  
RECOMMENDING THAT THE SHASTA COUNTY BOARD OF SUPERVISORS  
APPROVE ZONE AMENDMENT 23-0001 AMENDING SECTION 17.88.335,  
LARGE WIND ENERGY SYSTEMS, OF THE SHASTA COUNTY CODE  
IN LIGHT OF ASSEMBLY BILL 205**

WHEREAS, the County of Shasta (County) has adopted a Zoning Plan identified as Title 17 (Zoning) of the Shasta County Code (SCC); and

WHEREAS, based on Board of Supervisors Resolution No. 2022-097, a resolution of intention to consider amendments to the Shasta County Zoning Plan in light of Assembly Bill 205 relative to the regulation of large wind energy systems, and to direct the Department of Resource Management to study the matter, propose amendments to the Zoning Plan, and submit proposed amendments to the Shasta County Planning Commission for their consideration and recommended action; and

WHEREAS, a duly noticed public hearing was held on February 9, 2023, at which time all interested persons were given an opportunity to comment and those comments were considered by the Planning Commission; and

WHEREAS, the Shasta County Planning Commission has considered public comments and a report from the Department of Resource Management.

NOW, THEREFORE BE IT RESOLVED, by the Shasta County Planning Commission that:

1. The foregoing recitals are true and correct.
2. The Planning Commission has independently reviewed and considered the proposed zone amendment, together with all public comments and a report from the Department of Resource Management.
3. Adoption of the ordinance is not subject to the California Environmental Quality Act (CEQA) pursuant to State CEQA Guidelines section 15060(c)(2) since it can be seen with certainty that this ordinance will not result in a direct or reasonably foreseeable indirect physical change in the environment.
4. The proposed Zone Amendment is consistent with the Shasta County General Plan on the basis that the ordinance prohibits a type of development that is incompatible in high risk fire hazard areas from locating in such areas (Objective FS-1), protects the natural scenery along scenic highways from new development which would diminish the aesthetic value of the scenic corridor (Objective SH-1), and guides development in a pattern that will respect the natural resource values of County lands and their contributions to the County's economic base and that will minimize land use conflicts between adjacent land uses (Objectives CO-3 & CO-4).
5. The Planning Commission recommends the proposed amendments to the Shasta County Zoning Plan identified as Zone Amendment 23-0001 for the purpose of addressing the ability of applicants to request certification of large wind energy systems by the California Energy Commission (CEC) in connection with Shasta County's prohibition against such developments and to address the findings which must be made by the CEC in order to certify a large wind

Resolution No. 2023-007

Page 2 of 2

energy system. Furthermore, the Planning Commission recommends the proposed amendments for the purpose of adding a legislative finding that the construction or operation of large wind energy systems will not have an overall net positive economic benefit to the County and that the adverse impacts of large wind energy systems in the County identified in the legislative findings outweigh any potential economic benefits to the County that may be available from such large wind energy systems. The Planning Commission recognizes the need to address the authority granted to the CEC with respect to the certification of large wind energy systems pursuant to Chapter 6.2 of Division 15 of the Public Resources Code (Government Code sections 25545 *et seq*) enacted into law shortly after the Planning Commission recommended that the Board of Supervisors adopt SCC Section 17.88.335 in order to prohibit additional large wind energy systems from being developed within the unincorporated area of Shasta County.

6. The Planning Commission recommends that the Shasta County Board of Supervisors introduce, waive the reading of, and enact an ordinance amending the Zoning Plan of the County of Shasta, identified as Zone Amendment 23-0001, by amending SCC Section 17.88.335 in light of Assembly Bill 205, which authorizes applications for large wind energy systems to be submitted to the California Energy Commission (CEC) for review and approval, pursuant to Chapter 6.2 of Division 15 of the Public Resources Code (Government Code sections 25545 *et seq*). The proposed amendments consist of findings by the County of Shasta in connection with applications for large wind energy systems submitted to the CEC and duties to be performed by the Director of Resource Management in conjunction with applications for large wind energy systems filed with the CEC.

DULY PASSED AND ADOPTED this 9<sup>th</sup> day of February, 2023, by the following vote:

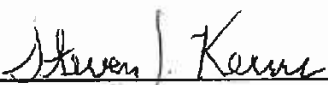
AYES: MACLEAN, KERNS, ROSS, WALGAMUTH

NOES:

ABSENT: CHAPIN

ABSTAIN:

RECUSE:

  
STEVEN J. KERNS, Vice Chair  
Planning Commission  
County of Shasta, State of California

ATTEST:

  
PAUL A. HELLMAN, Secretary  
Planning Commission  
County of Shasta, State of California

**ORDINANCE NO. SCC 2023-\_\_\_\_\_**

**AN ORDINANCE OF THE BOARD OF SUPERVISORS  
OF THE COUNTY OF SHASTA AMENDING SECTION 17.88.335,  
LARGE WIND ENERGY SYSTEMS, OF THE SHASTA COUNTY CODE  
IN LIGHT OF ASSEMBLY BILL 205**

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

**SECTION I.**

**Section 17.88.335, “Large wind energy systems,” of the Shasta County Code is amended in its entirety as follows:**

17.88.335 Large wind energy systems.

**A. Legislative Findings.**

The Board of Supervisors finds as follows:

1. California Government Code section 65850 authorizes the County of Shasta to adopt ordinances that regulate the use of buildings, structures, and land and the intensity of land uses.
2. Pursuant to Article XI, Section 7, of the California Constitution, the County of Shasta may adopt and enforce ordinances and regulations not in conflict with general laws to protect and promote the public health, safety, and general welfare of its citizens.
3. The adverse impacts of large wind energy systems, particularly with respect to wildfire, aerial firefighting, aesthetics, biological resources, and historical, cultural, and tribal resources, are of significant concern to many residents of Shasta County as evidenced by the numerous public comments received between 2019 and 2021 regarding the proposed Fountain Wind Project.
4. The vast majority of the unincorporated area of Shasta County is designated as being in the High and Very High Fire Hazard Severity Zones as recommended by the California Department of Forestry and Fire Protection. Large wind energy systems are incompatible in the High and Very High Fire Hazard Severity Zones.
5. In light of the foregoing concerns, the construction or operation of large wind energy systems will not have an overall net positive economic benefit to the County of Shasta. The foregoing concerns outweigh any potential economic benefits to the County that may be available from such large wind energy systems.



Ordinance No. SCC 2023-\_\_\_\_\_

Page 2 of 6

6. Regulations are needed to protect the public health, safety, and welfare of residents from the adverse impacts of large wind energy systems.
7. The Board of Supervisors enacts this section to prohibit large wind energy systems in furtherance of the public necessity, health, safety, convenience, and general welfare.

B. Definitions.

The following definition governs this section:

“Large wind energy system” means a wind energy conversion system that is not defined as a small wind energy system pursuant to subsection 17.88.035.A. of this chapter.

C. Prohibition.

Large wind energy systems are prohibited in all zone districts of the unincorporated area of the County of Shasta and no permit or approval of any type shall be issued therefor.

D. Applications for Large Wind Energy Systems Filed with the California Energy Commission.

1. In connection with applications for large wind energy systems submitted to the California Energy Commission for review and approval, pursuant to Chapter 6.2 of Division 15 of the Public Resources Code (Government Code sections 25545 *et seq*), the County of Shasta makes the following findings:
  - a. As recognized by relevant legal authorities, the California Energy Commission is to give great weight to the comments, opinions, ordinances, and standards of local governments. The concerns of counties and cities are not to be ignored or to be given secondary consideration. As representatives of the people who live in the immediate area of large wind energy systems, county and city government officers are to be listened to and respected.
  - b. In accordance with Public Resources Code sections 25525 and 25545.8, the California Energy Commission may not certify a facility contained in the application when it finds, pursuant to subdivision (d) of Public Resources Code Section 25523, that the facility does not conform with any applicable state, local, or regional standards, ordinances, or laws, unless the commission determines that the facility is required for public convenience and necessity and that there are not more prudent and feasible means of achieving public convenience and necessity. In making the determination, the commission shall consider the entire record of the proceeding, including, but not limited to, the impacts of the facility on the environment, consumer benefits, and electric system reliability. The commission may not make a finding in conflict with applicable federal law or

Ordinance No. SCC 2023-\_\_\_\_\_

Page 3 of 6

regulation. The basis for these findings shall be reduced to writing and submitted as part of the record pursuant to Public Resources Section 25523.

- c. The foregoing statutes reflect a legislative policy that local ordinances, laws and standards are to be given such weight as to prevent or substantially influence the construction of a proposed facility not in compliance therewith if there exists a more prudent and feasible means of achieving the public convenience and necessity than constructing the facility as proposed or on the site proposed.
  - d. Pursuant to Shasta County Code section 17.88.335(C), large wind energy systems are prohibited in all zone districts of the unincorporated area of the County of Shasta and no permit or approval of any type shall be issued therefor. There are more prudent and feasible means of achieving any possible public convenience and necessity than constructing large wind energy systems in the unincorporated area of the County of Shasta.
  - e. Pursuant to section 25545.9 of the Public Resources Code, the California Energy Commission shall not certify a site and related facility unless the commission finds that the construction or operation of the facility will have an overall net positive economic benefit to the County of Shasta. Pursuant to the findings in Shasta County Code section 17.88.335(A), large wind energy systems will not have an overall net positive economic benefit to the County of Shasta.
  - f. Pursuant to section 25545.10 of the Public Resources Code, the California Energy Commission shall not certify a site and related facility unless the commission finds that the applicant has entered into one or more legally binding and enforceable agreements with, or that benefit, a coalition of one or more community based organizations, including local governmental entities. No County officer, agency, or department is authorized to agree to any such community benefit agreement for large wind energy systems without the prior approval of the Board of Supervisors.
2. For each application for a large wind energy system within the unincorporated area of Shasta County filed with the California Energy Commission for review and approval, pursuant to Chapter 6.2 of Division 15 of the Public Resources Code (Government Code sections 25545 *et seq*), the Director of Resource Management shall perform the following duties:
- a. In consultation with all applicable Shasta County departments, Native American tribal governments, agencies, organizations, and groups, evaluate the economic impacts of the proposal and prepare and present a comment letter regarding the economic impacts of the proposal to the Board of Supervisors for their consideration.

Ordinance No. SCC 2023-\_\_\_\_\_

Page 4 of 6

- b. When directed by the Board of Supervisors, submit a comment letter regarding the economic impacts of the proposal to the California Energy Commission and on such other impacts as may be directed by the Board of Supervisors.
- c. In his/her capacity as the Shasta County Environmental Review Officer, review all environmental documents prepared for the proposal by the California Energy Commission in accordance with the California Environmental Quality Act and submit written comments to the commission when warranted and appropriate.
- d. In accordance with Public Resources Code section 25519, the Director of Resource Management shall review the application and submit comments on, among other things, the design of the facility, architectural and aesthetic features of the facility, access to highways, landscaping and grading, public use of lands in the area of the facility, and other appropriate aspects of the design, construction, or operation of the proposed site and related facility. The Director of Resource Management shall also provide the California Energy Commission copies of all relevant laws, ordinances, and regulations promulgated or administered by the County of Shasta.
- e. The Director of Resource Management shall also review the application and provide comments for conformance with the requirements of Public Resources Code section 25527 and whether the proposed site will impact any of the following areas:
  - i. State, regional, county and city parks; wilderness, scenic or natural reserves; areas for wildlife protection, recreation, historic preservation; or natural preservation areas located in the County of Shasta.
  - ii. Estuaries in an essentially natural and undeveloped state located within the County of Shasta.

Pursuant to Public Resources Code section 25527, in considering applications for certification, the California Energy Commission shall give the greatest consideration to the need for protecting areas of critical environmental concern, including, but not limited to, unique and irreplaceable scientific, scenic, and educational wildlife habitats; unique historical, archaeological, and cultural sites; lands of hazardous concern; and areas under consideration by the state or the United States for wilderness, or wildlife and game reserves.

- f. In accordance with Public Resources Code section 25538, the Director of Resource Management shall request a fee from the California Energy Commission to reimburse the County of Shasta for the actual and added costs of the review by the County of Shasta and such other fees as may authorized under that statute and other applicable laws.

Ordinance No. SCC 2023-\_\_\_\_

Page 5 of 6

## **SECTION II.**

The County finds that this ordinance is not subject to the California Environmental Quality Act (CEQA) pursuant to State CEQA Guidelines section 15060(c)(2) since it can be seen with certainty that this ordinance will not result in a direct or reasonably foreseeable indirect physical change in the environment.

## **SECTION III.**

If any section, subsection, sentence, clause, phrase, or provision of this ordinance or its application to any person or circumstance is held invalid for any reason, the invalidity does not affect other provisions or applications of this ordinance that can be given effect without the invalid provision or application, and to this end the provisions of this ordinance are severable. The Board of Supervisors hereby declares that it would have passed this ordinance and every section, subsection, sentence, clause, phrase, or provision thereof irrespective of the fact that any one or more sections, subsections, sentences, clauses, phrases, or provisions be declared unconstitutional or invalid.

## **SECTION IV.**

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

## **SECTION V.**

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

Ordinance No. SCC 2023-\_\_\_\_\_

Page 6 of 6

**DULY PASSED AND ADOPTED** this XX day of XXXX, 2023, by the Board of Supervisors of the County of Shasta, State of California, by the following vote:

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

---

PATRICK JONES, CHAIR  
Board of Supervisors  
County of Shasta  
State of California

ATTEST:

MARY WILLIAMS  
Acting Clerk of the Board of Supervisors

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

**STRIKEOUT VERSION OF ORDINANCE NO. SCC 2023-\_\_\_\_\_**

**AN ORDINANCE OF THE BOARD OF SUPERVISORS  
OF THE COUNTY OF SHASTA AMENDING SECTION 17.88.335,  
LARGE WIND ENERGY SYSTEMS, OF THE SHASTA COUNTY CODE  
IN LIGHT OF ASSEMBLY BILL 205**

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

**SECTION I.**

**Section 17.88.335, “Large wind energy systems,” of the Shasta County Code is amended in its entirety as follows:**

17.88.335 Large wind energy systems.

**A. Legislative Findings.**

The Board of Supervisors finds as follows:

1. California Government Code section 65850 authorizes the County of Shasta to adopt ordinances that regulate the use of buildings, structures, and land and the intensity of land uses.
2. Pursuant to Article XI, Section 7, of the California Constitution, the County of Shasta may adopt and enforce ordinances and regulations not in conflict with general laws to protect and promote the public health, safety, and general welfare of its citizens.
3. The adverse impacts of large wind energy systems, particularly with respect to wildfire, aerial firefighting, aesthetics, biological resources, and historical, cultural, and tribal resources, are of significant concern to many residents of Shasta County as evidenced by the numerous public comments received between 2019 and 2021 regarding the proposed Fountain Wind Project.
4. The vast majority of the unincorporated area of Shasta County is designated as being in the High and Very High Fire Hazard Severity Zones as recommended by the California Department of Forestry and Fire Protection. Large wind energy systems are incompatible in the High and Very High Fire Hazard Severity Zones.
5. In light of the foregoing concerns, the construction or operation of large wind energy systems will not have an overall net positive economic benefit to the County of Shasta. The foregoing concerns outweigh any potential economic benefits to the County that may be available from such large wind energy systems.

Ordinance No. SCC 2023- \_\_\_\_\_

Page 2 of 6

~~56.~~ Regulations are needed to protect the public health, safety, and welfare of residents from the adverse impacts of large wind energy systems.

~~67.~~ The Board of Supervisors enacts this section to prohibit large wind energy systems in furtherance of the public necessity, health, safety, convenience, and general welfare.

B. Definitions.

The following definition governs this section:

“Large wind energy system” means a wind energy conversion system that is not defined as a small wind energy system pursuant to subsection 17.88.035.A. of this chapter.

C. Prohibition.

Large wind energy systems are prohibited in all zone districts of the unincorporated area of the County of Shasta and no permit or approval of any type shall be issued therefor.

D. Applications for Large Wind Energy Systems Filed with the California Energy Commission.

1. In connection with applications for large wind energy systems submitted to the California Energy Commission for review and approval, pursuant to Chapter 6.2 of Division 15 of the Public Resources Code (Government Code sections 25545 *et seq.*), the County of Shasta makes the following findings:

a. As recognized by relevant legal authorities, the California Energy Commission is to give great weight to the comments, opinions, ordinances, and standards of local governments. The concerns of counties and cities are not to be ignored or to be given secondary consideration. As representatives of the people who live in the immediate area of large wind energy systems, county and city government officers are to be listened to and respected.

b. In accordance with Public Resources Code sections 25525 and 25545.8, the California Energy Commission may not certify a facility contained in the application when it finds, pursuant to subdivision (d) of Public Resources Code Section 25523, that the facility does not conform with any applicable state, local, or regional standards, ordinances, or laws, unless the commission determines that the facility is required for public convenience and necessity and that there are not more prudent and feasible means of achieving public convenience and necessity. In making the determination, the commission shall consider the entire record of the proceeding, including, but not limited to, the impacts of the facility on the environment, consumer benefits, and electric system reliability. The commission may not make a finding in conflict with applicable federal law or

- regulation. The basis for these findings shall be reduced to writing and submitted as part of the record pursuant to Public Resources Section 25523.
- c. The foregoing statutes reflect a legislative policy that local ordinances, laws and standards are to be given such weight as to prevent or substantially influence the construction of a proposed facility not in compliance therewith if there exists a more prudent and feasible means of achieving the public convenience and necessity than constructing the facility as proposed or on the site proposed.
  - d. Pursuant to Shasta County Code section 17.88.335(C), large wind energy systems are prohibited in all zone districts of the unincorporated area of the County of Shasta and no permit or approval of any type shall be issued therefor. There are more prudent and feasible means of achieving any possible public convenience and necessity than constructing large wind energy systems in the unincorporated area of the County of Shasta.
  - e. Pursuant to section 25545.9 of the Public Resources Code, the California Energy Commission shall not certify a site and related facility unless the commission finds that the construction or operation of the facility will have an overall net positive economic benefit to the County of Shasta. Pursuant to the findings in Shasta County Code section 17.88.335(A), large wind energy systems will not have an overall net positive economic benefit to the County of Shasta.
  - f. Pursuant to section 25545.10 of the Public Resources Code, the California Energy Commission shall not certify a site and related facility unless the commission finds that the applicant has entered into one or more legally binding and enforceable agreements with, or that benefit, a coalition of one or more community-based organizations, including local governmental entities. No County officer, agency, or department is authorized to agree to any such community benefit agreement for large wind energy systems without the prior approval of the Board of Supervisors.
2. For each application for a large wind energy system within the unincorporated area of Shasta County filed with the California Energy Commission for review and approval, pursuant to Chapter 6.2 of Division 15 of the Public Resources Code (Government Code sections 25545 *et seq*), the Director of Resource Management shall perform the following duties:
- a. In consultation with all applicable Shasta County departments, Native American tribal governments, agencies, organizations, and groups, evaluate the economic impacts of the proposal and prepare and present a comment letter regarding the economic impacts of the proposal to the Board of Supervisors for their consideration.



Ordinance No. SCC 2023-\_\_\_\_\_

Page 4 of 6

- b. When directed by the Board of Supervisors, submit a comment letter regarding the economic impacts of the proposal to the California Energy Commission and on such other impacts as may be directed by the Board of Supervisors.
- c. In his/her capacity as the Shasta County Environmental Review Officer, review all environmental documents prepared for the proposal by the California Energy Commission in accordance with the California Environmental Quality Act and submit written comments to the commission when warranted and appropriate.
- d. In accordance with Public Resources Code section 25519, the Director of Resource Management shall review the application and submit comments on, among other things, the design of the facility, architectural and aesthetic features of the facility, access to highways, landscaping and grading, public use of lands in the area of the facility, and other appropriate aspects of the design, construction, or operation of the proposed site and related facility. The Director of Resource Management shall also provide the California Energy Commission copies of all relevant laws, ordinances, and regulations promulgated or administered by the County of Shasta.
- e. The Director of Resource Management shall also review the application and provide comments for conformance with the requirements of Public Resources Code section 25527 and whether the proposed site will impact any of the following areas:
  - i. State, regional, county and city parks; wilderness, scenic or natural reserves; areas for wildlife protection, recreation, historic preservation; or natural preservation areas located in the County of Shasta.
  - ii. Estuaries in an essentially natural and undeveloped state located within the County of Shasta.

Pursuant to Public Resources Code section 25527, in considering applications for certification, the California Energy Commission shall give the greatest consideration to the need for protecting areas of critical environmental concern, including, but not limited to, unique and irreplaceable scientific, scenic, and educational wildlife habitats; unique historical, archaeological, and cultural sites; lands of hazardous concern; and areas under consideration by the state or the United States for wilderness, or wildlife and game reserves.

- f. In accordance with Public Resources Code section 25538, the Director of Resource Management shall request a fee from the California Energy Commission to reimburse the County of Shasta for the actual and added costs of the review by the County of Shasta and such other fees as may authorized under that statute and other applicable laws.

Ordinance No. SCC 2023-\_\_\_\_\_

Page 5 of 6

## **SECTION II.**

The County finds that this ordinance is not subject to the California Environmental Quality Act (CEQA) pursuant to State CEQA Guidelines section 15060(c)(2) since it can be seen with certainty that this ordinance will not result in a direct or reasonably foreseeable indirect physical change in the environment.

## **SECTION III.**

If any section, subsection, sentence, clause, phrase, or provision of this ordinance or its application to any person or circumstance is held invalid for any reason, the invalidity does not affect other provisions or applications of this ordinance that can be given effect without the invalid provision or application, and to this end the provisions of this ordinance are severable. The Board of Supervisors hereby declares that it would have passed this ordinance and every section, subsection, sentence, clause, phrase, or provision thereof irrespective of the fact that any one or more sections, subsections, sentences, clauses, phrases, or provisions be declared unconstitutional or invalid.

## **SECTION IV.**

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

## **SECTION V.**

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

Ordinance No. SCC 2023-\_\_\_\_\_

Page 6 of 6

**DULY PASSED AND ADOPTED** this XX day of XXXX, 2023, by the Board of Supervisors of the County of Shasta, State of California, by the following vote:

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

---

PATRICK JONES, CHAIR  
Board of Supervisors  
County of Shasta  
State of California

ATTEST:

MARY WILLIAMS  
Acting Clerk of the Board of Supervisors

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

**ORDINANCE NO. SCC 2023-\_\_\_\_\_**

**AN ORDINANCE OF THE BOARD OF SUPERVISORS  
OF THE COUNTY OF SHASTA AMENDING SECTION 17.88.335,  
LARGE WIND ENERGY SYSTEMS, OF THE SHASTA COUNTY CODE  
IN LIGHT OF ASSEMBLY BILL 205**

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

**SECTION I.**

**Section 17.88.335, “Large wind energy systems,” of the Shasta County Code is amended in its entirety as follows:**

17.88.335 Large wind energy systems.

**A. Legislative Findings.**

The Board of Supervisors finds as follows:

1. California Government Code section 65850 authorizes the County of Shasta to adopt ordinances that regulate the use of buildings, structures, and land and the intensity of land uses.
2. Pursuant to Article XI, Section 7, of the California Constitution, the County of Shasta may adopt and enforce ordinances and regulations not in conflict with general laws to protect and promote the public health, safety, and general welfare of its citizens.
3. The adverse impacts of large wind energy systems, particularly with respect to wildfire, aerial firefighting, aesthetics, biological resources, and historical, cultural, and tribal resources, are of significant concern to many residents of Shasta County as evidenced by the numerous public comments received between 2019 and 2021 regarding the proposed Fountain Wind Project.
4. The vast majority of the unincorporated area of Shasta County is designated as being in the High and Very High Fire Hazard Severity Zones as recommended by the California Department of Forestry and Fire Protection. Large wind energy systems are incompatible in the High and Very High Fire Hazard Severity Zones.
5. In light of the foregoing concerns, the construction or operation of large wind energy systems will not have an overall net positive economic benefit to the County of Shasta. The foregoing concerns outweigh any potential economic benefits to the County that may be available from such large wind energy systems.

Ordinance No. SCC 2023- \_\_\_\_\_

Page 2 of 6

6. Regulations are needed to protect the public health, safety, and welfare of residents from the adverse impacts of large wind energy systems.
7. The Board of Supervisors enacts this section to prohibit large wind energy systems in furtherance of the public necessity, health, safety, convenience, and general welfare.

B. Definitions.

The following definition governs this section:

“Large wind energy system” means a wind energy conversion system that is not defined as a small wind energy system pursuant to subsection 17.88.035.A. of this chapter.

C. Prohibition.

Large wind energy systems are prohibited in all zone districts of the unincorporated area of the County of Shasta and no permit or approval of any type shall be issued therefor.

D. Applications for Large Wind Energy Systems Filed with the California Energy Commission.

1. In connection with applications for large wind energy systems submitted to the California Energy Commission for review and approval, pursuant to Chapter 6.2 of Division 15 of the Public Resources Code (Government Code sections 25545 *et seq*), the County of Shasta makes the following findings:
  - a. As recognized by relevant legal authorities, the California Energy Commission is to give great weight to the comments, opinions, ordinances, and standards of local governments. The concerns of counties and cities are not to be ignored or to be given secondary consideration. As representatives of the people who live in the immediate area of large wind energy systems, county and city government officers are to be listened to and respected.
  - b. In accordance with Public Resources Code sections 25525 and 25545.8, the California Energy Commission may not certify a facility contained in the application when it finds, pursuant to subdivision (d) of Public Resources Code Section 25523, that the facility does not conform with any applicable state, local, or regional standards, ordinances, or laws, unless the commission determines that the facility is required for public convenience and necessity and that there are not more prudent and feasible means of achieving public convenience and necessity. In making the determination, the commission shall consider the entire record of the proceeding, including, but not limited to, the impacts of the facility on the environment, consumer benefits, and electric system reliability. The commission may not make a finding in conflict with applicable federal law or

- regulation. The basis for these findings shall be reduced to writing and submitted as part of the record pursuant to Public Resources Section 25523.
- c. The foregoing statutes reflect a legislative policy that local ordinances, laws and standards are to be given such weight as to prevent or substantially influence the construction of a proposed facility not in compliance therewith if there exists a more prudent and feasible means of achieving the public convenience and necessity than constructing the facility as proposed or on the site proposed.
  - d. Pursuant to Shasta County Code section 17.88.335(C), large wind energy systems are prohibited in all zone districts of the unincorporated area of the County of Shasta and no permit or approval of any type shall be issued therefor. There are more prudent and feasible means of achieving any possible public convenience and necessity than constructing large wind energy systems in the unincorporated area of the County of Shasta.
  - e. Pursuant to section 25545.9 of the Public Resources Code, the California Energy Commission shall not certify a site and related facility unless the commission finds that the construction or operation of the facility will have an overall net positive economic benefit to the County of Shasta. Pursuant to the findings in Shasta County Code section 17.88.335(A), large wind energy systems will not have an overall net positive economic benefit to the County of Shasta.
  - f. Pursuant to section 25545.10 of the Public Resources Code, the California Energy Commission shall not certify a site and related facility unless the commission finds that the applicant has entered into one or more legally binding and enforceable agreements with, or that benefit, a coalition of one or more community-based organizations, including local governmental entities. No County officer, agency, or department is authorized to agree to any such community benefit agreement for large wind energy systems without the prior approval of the Board of Supervisors.
2. For each application for a large wind energy system within the unincorporated area of Shasta County filed with the California Energy Commission for review and approval, pursuant to Chapter 6.2 of Division 15 of the Public Resources Code (Government Code sections 25545 *et seq*), the Director of Resource Management shall perform the following duties:
    - a. In consultation with all applicable Shasta County departments, Native American tribal governments, agencies, organizations, and groups, evaluate the economic impacts of the proposal and prepare and present a comment letter regarding the economic impacts of the proposal to the Board of Supervisors for their consideration.

- b. When directed by the Board of Supervisors, submit a comment letter regarding the economic impacts of the proposal to the California Energy Commission and on such other impacts as may be directed by the Board of Supervisors.
- c. In his/her capacity as the Shasta County Environmental Review Officer, review all environmental documents prepared for the proposal by the California Energy Commission in accordance with the California Environmental Quality Act and submit written comments to the commission when warranted and appropriate.
- d. In accordance with Public Resources Code section 25519, the Director of Resource Management shall review the application and submit comments on, among other things, the design of the facility, architectural and aesthetic features of the facility, access to highways, landscaping and grading, public use of lands in the area of the facility, and other appropriate aspects of the design, construction, or operation of the proposed site and related facility. The Director of Resource Management shall also provide the California Energy Commission copies of all relevant laws, ordinances, and regulations promulgated or administered by the County of Shasta.
- e. The Director of Resource Management shall also review the application and provide comments for conformance with the requirements of Public Resources Code section 25527 and whether the proposed site will impact any of the following areas:
  - i. State, regional, county and city parks; wilderness, scenic or natural reserves; areas for wildlife protection, recreation, historic preservation; or natural preservation areas located in the County of Shasta.
  - ii. Estuaries in an essentially natural and undeveloped state located within the County of Shasta.

Pursuant to Public Resources Code section 25527, in considering applications for certification, the California Energy Commission shall give the greatest consideration to the need for protecting areas of critical environmental concern, including, but not limited to, unique and irreplaceable scientific, scenic, and educational wildlife habitats; unique historical, archaeological, and cultural sites; lands of hazardous concern; and areas under consideration by the state or the United States for wilderness, or wildlife and game reserves.

- f. In accordance with Public Resources Code section 25538, the Director of Resource Management shall request a fee from the California Energy Commission to reimburse the County of Shasta for the actual and added costs of the review by the County of Shasta and such other fees as may authorized under that statute and other applicable laws.

Ordinance No. SCC 2023-\_\_\_\_\_

Page 5 of 6

## **SECTION II.**

The County finds that this ordinance is not subject to the California Environmental Quality Act (CEQA) pursuant to State CEQA Guidelines section 15060(c)(2) since it can be seen with certainty that this ordinance will not result in a direct or reasonably foreseeable indirect physical change in the environment.

## **SECTION III.**

If any section, subsection, sentence, clause, phrase, or provision of this ordinance or its application to any person or circumstance is held invalid for any reason, the invalidity does not affect other provisions or applications of this ordinance that can be given effect without the invalid provision or application, and to this end the provisions of this ordinance are severable. The Board of Supervisors hereby declares that it would have passed this ordinance and every section, subsection, sentence, clause, phrase, or provision thereof irrespective of the fact that any one or more sections, subsections, sentences, clauses, phrases, or provisions be declared unconstitutional or invalid.

## **SECTION IV.**

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

## **SECTION V.**

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



Ordinance No. SCC 2023-\_\_\_\_\_

Page 6 of 6

**DULY PASSED AND ADOPTED** this XX day of XXXX, 2023, by the Board of Supervisors of the County of Shasta, State of California, by the following vote:

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

---

PATRICK JONES, CHAIR  
Board of Supervisors  
County of Shasta  
State of California

ATTEST:

MARY WILLIAMS  
Acting Clerk of the Board of Supervisors

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

**REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS**

**BOARD MEETING DATE:** March 14, 2023

**CATEGORY:** Scheduled Hearings - Resource Management-9.

**SUBJECT:**

Take the following actions: (1) Conduct a public hearing; (2) find that Zone Amendment 22-0013 is not subject to the California Environmental Quality Act (CEQA) pursuant to State CEQA Guidelines section 15061(b)(3); (3) adopt the recommended findings listed in Planning Commission Resolution 2023-002; and (4) introduce, waive the reading of, and enact an ordinance amending the Zoning Plan of the County of Shasta to amend the zoning of two parcels totaling 3.6 acres located at the western terminus of Serpentine Lane, Burney, CA 96013 (Assessor's Parcel Numbers 028-520-018 and 028-520-021) from the Planned Development zone district to the One-Family Residential zone district.

**DEPARTMENT:** Resource Management  
Planning Division

**Supervisory District No. :** 3

**DEPARTMENT CONTACT:** Lio Salazar, Planning Division Manager, (530) 225-5532

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

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

**RECOMMENDATION**

Take the following actions: (1) Conduct a public hearing; (2) find that Zone Amendment 22-0013 is not subject to the California Environmental Quality Act (CEQA) pursuant to State CEQA Guidelines section 15061(b)(3); (3) adopt the recommended findings listed in Planning Commission Resolution 2023-002; and (4) introduce, waive the reading of, and enact an ordinance amending the Zoning Plan of the County of Shasta to amend the zoning of two parcels totaling 3.6 acres located at the western terminus of Serpentine Lane, Burney, CA 96013 (Assessor's Parcel Numbers (APNs) 028-520-018 and 028-520-021 as those APNs are assigned for purposes of the 2022 Regular Assessment Roll) from the Planned Development zone district to the One-Family Residential zone district.

**DISCUSSION**

The Commission reviewed this application on January 12, 2023. By a 4-0 vote, the Commission recommended that the Board of Supervisors approve ZA 22-0013 (only four of the five Commissioners were in attendance at the January 12, 2023, meeting). The resolution adopted by the Commission is attached.

The project site consists of two parcels totaling 3.6 acres located at the western terminus of Serpentine Lane, Burney, CA 96013, all being a portion of the SW.1/4 Sec.20, T.35N., R.3E., and further described as parcels 1 and 4 of Parcel Map No. 19-87 (26 PM 4), recorded on January 15, 1987 (APNs 028-520-018 and 028-520-021 as those APNs are assigned for purposes of the 2022 Regular Assessment Roll). APN 028-520-018 (37114 Sapphire Road) also fronts, and is accessible from, Sapphire Road.

General Plan & Zoning – The project site is in the Urban (UR) general plan land use designation and in the PD zone district.

The intent of the PD zone district was to facilitate the orderly development of Tract Map 1711, a thirteen-lot subdivision which expired on July 11, 1997. The proposal is to rezone the project site from the PD to the R-1 zone district to facilitate orderly development consistent with the project site's general plan land use designation without requiring the property owner to apply for and obtain approval of a zone amendment prior to developing the project site.

Access & Services – APN 028-520-018 (37114 Sapphire Road) is accessible from the western terminus of Serpentine Lane and also from Sapphire Road. APN 028-520-021 is only accessible from the western terminus of Serpentine Lane. Water and sewer service are provided by the Burney Water District. Fire protection services are provided by the Burney Fire Protection District. Electrical service is provided by the Pacific Gas and Electric Company. Burney Disposal provides solid waste disposal service to the area.

Project Analysis – The PD zone district was established through the approval of ZA 7-89 (Ordinance No. 378-1515) on August 29, 1989. Per Section 2.a of the ordinance: “The standards of the Planned Development (PD) district are intended to facilitate the orderly development of the Burney Terrace (Unit 3) Subdivision in a manner consistent with the developed portions of the Burney Terrace (Units 1 & 2) Subdivision.” Tract Map 1711, also known as the Burney Terrace (Unit 3) Subdivision, was tentatively approved by the Commission on June 22, 1989 (Resolution No. 7822). The tentative approval was due to expire 24 months from the date of approval on June 22, 1991. On May 14, 1992, the Commission approved an extension of time to July 11, 1994. The tentative map further qualified for three years of automatic extensions of time per adopted State legislative actions (Government Code §66452.11 and §66452.13), for a new expiration date of July 11, 1997, at which time Tract Map 1711 expired.

The record for ZA 7-89 states that its purpose was to rezone the subject properties from the Rural Residential combined with a Building Site one-acre minimum lot area (R-R-BA-1) zone district to the PD zone district. It is believed that stating the existing zone district as R-R-BA-1 is an error in the record. The ordinance that established the supposed prior R-R-BA-1 zone district was approved by the Board of Supervisors on August 23, 1976 (Ordinance No. 378-854); the record of that amendment indicates that the actual purpose was to rezone the subject parcels from the Interim Rural Residential (I-R) zone district to the Rural Residential combined with a Building Site one-acre minimum lot area (R-R-B-4) zone district. Subsequently and prior to the approval of ZA 7-89, the Board adopted Ordinance No. 378-987 on February 14, 1978, rezoning the subject parcels from R-R-B-4 to the One-Family Residential combined with a Building Site district that identified the minimum lot area as the area of the individual lot, as shown on a recorded parcel or final map (R-1-B-6). The B-4 and B-6 combining districts are old combining districts that were changed in 1996 by Ordinance No. 378-1392. The effect of this 1986 ordinance was to replace the B-4 identifier with BA-1 and to replace the B-6 identifier with BSM and had no effect as to the associated minimum lot areas. Thus, ZA 7-89 did not rezone the subject properties from R-R-BA-1 to PD but rather from R-1-BSM to PD.

The establishment of the current PD zone district was intended to facilitate the development Tract Map 1711 based on the subject property being suitable for subdivision in conformance with R-1 zone district development standards. The Burney Water District was contacted regarding this rezoning; they expressed no immediate concerns regarding water or sewer service limitations and they continue to review proposed subdivisions on a project-by-project basis. There do not appear to be any other physical property constraints that indicate a subdivision of the subject property would be infeasible under current circumstances. Therefore, it is recommended that zoning for the subject property revert to the principal R-1 zone district and that the former BSM combining district not be applied because the BSM district is intended to be combined with a principal zone district only where no further land divisions are expected. Any future subdivision proposal for the property would require approval of a tentative parcel or tract map application.

## **ALTERNATIVES**

The following alternatives are available: (1) Deny the proposed zone amendment; or (2) continue review of the application for additional information.

## **OTHER AGENCY INVOLVEMENT**

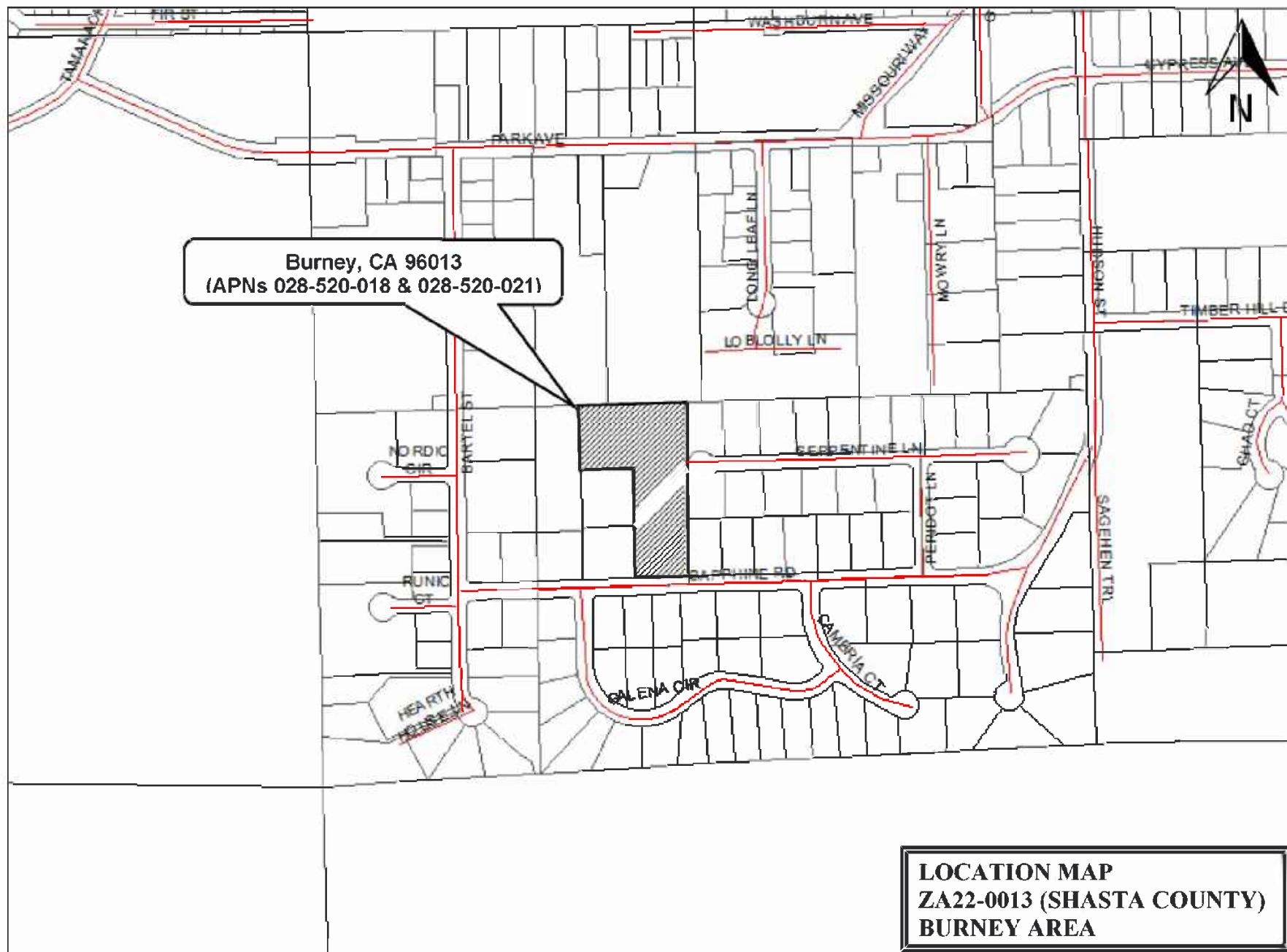
County Counsel has approved the draft ordinance as to form. The County Administrative Office has reviewed this recommendation.

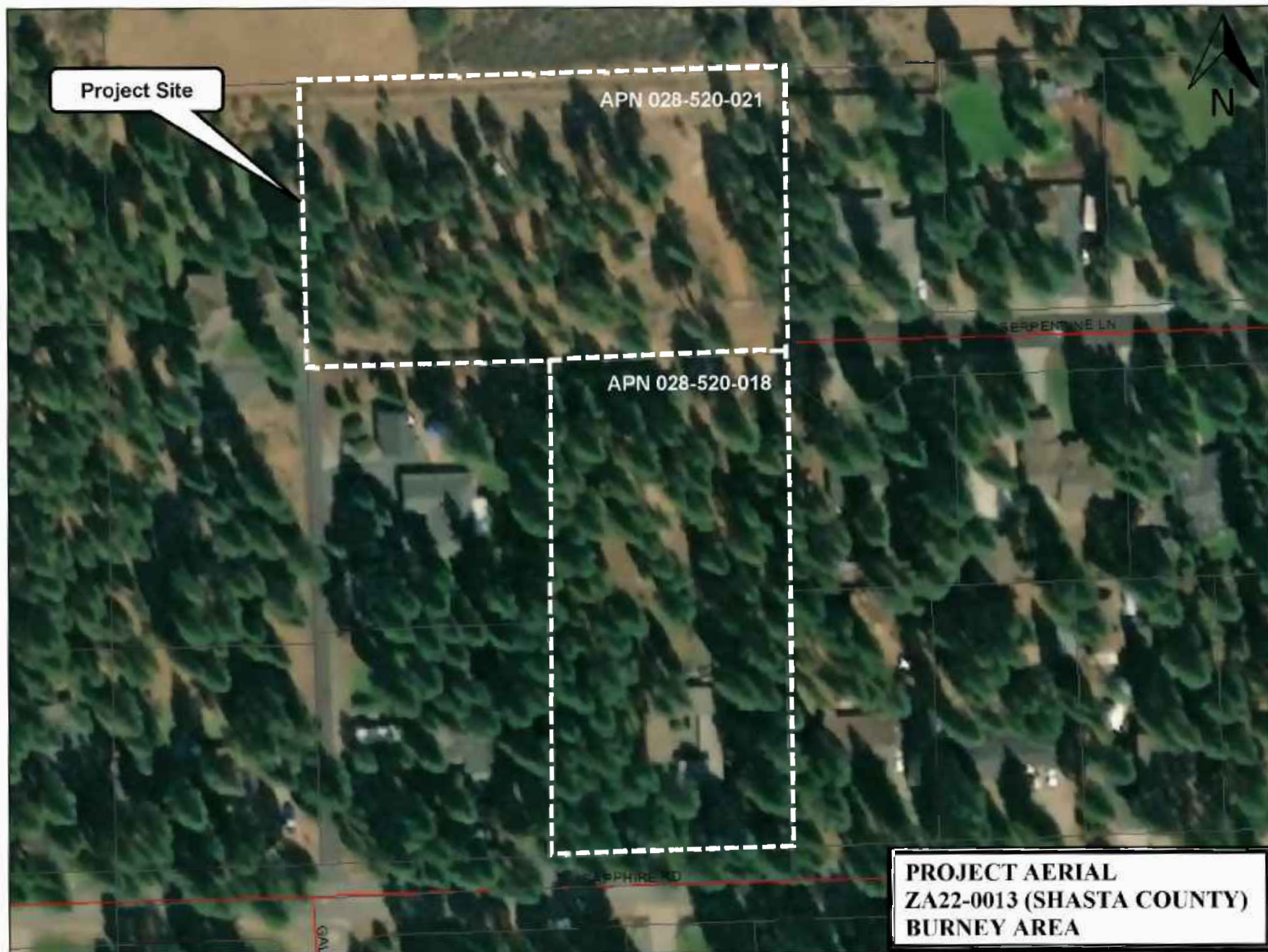
**FISCAL IMPACT**

No fiscal impact would result from the approval of this project.

**ATTACHMENTS:**

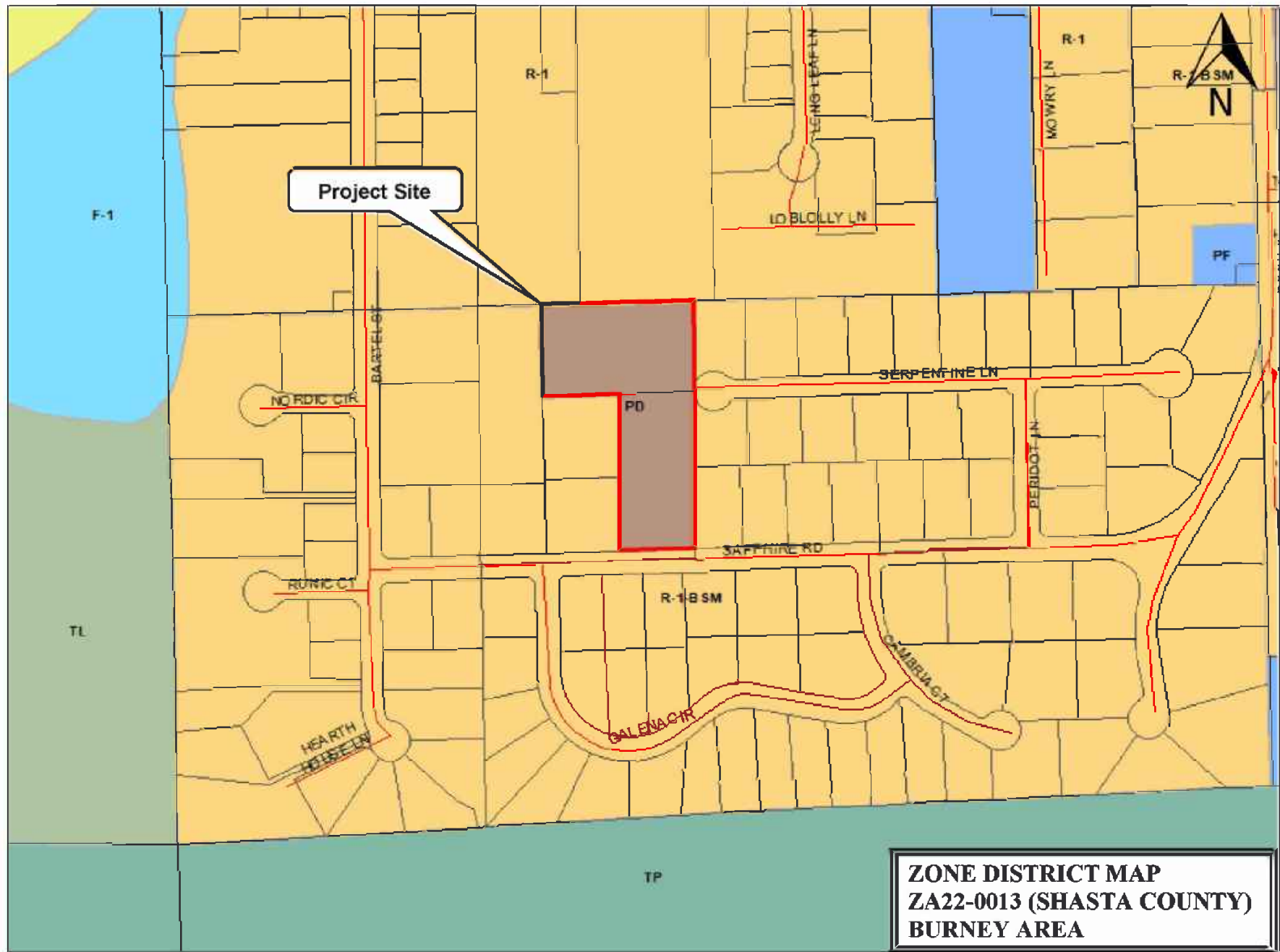
Description	Upload Date	Description
Location Map	2/27/2023	Location Map
Project Aerial	2/27/2023	Project Aerial
General Plan Map	2/27/2023	General Plan Map
Existing Zone District Map	2/27/2023	Existing Zone District Map
Proposed Zone District Map	2/27/2023	Proposed Zone District Map
Planning Commission Resolution 2023-002	2/27/2023	Planning Commission Resolution 2023-002
Draft Ordinance	2/27/2023	Draft Ordinance
Exhibit A to Draft Ordinance	2/27/2023	Exhibit A to Draft Ordinance



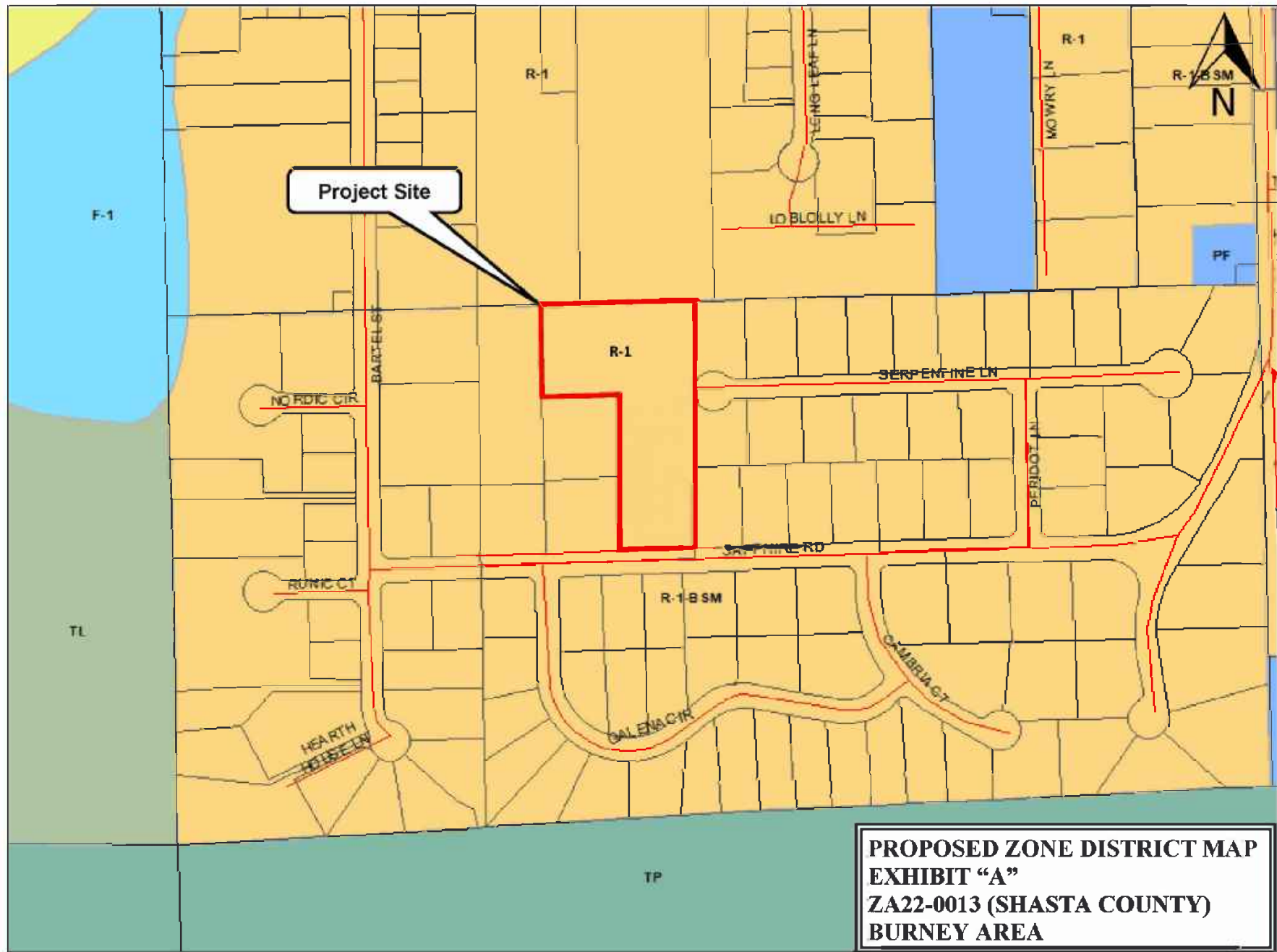












**PROPOSED ZONE DISTRICT MAP  
EXHIBIT "A"  
ZA22-0013 (SHASTA COUNTY)  
BURNEY AREA**

**RESOLUTION NO. 2023-002**

**A RESOLUTION OF THE SHASTA COUNTY PLANNING COMMISSION  
RECOMMENDING THAT THE SHASTA COUNTY BOARD OF SUPERVISORS  
APPROVE ZONE AMENDMENT 22-0013 (SHASTA COUNTY)**

WHEREAS, the Planning Commission of the County of Shasta has considered Zone Amendment 22-0013, initiated by the County of Shasta, to change the zoning from the Planned Development (PD) zone district to the One-Family Residential (R-1) zone district for two parcels totaling 3.6 acres located at the western terminus of Serpentine Lane, Burney, CA 96013, all being situated within a portion of the SW.1/4 Sec.20, T.35N., R.3E., and further described as parcels 1 and 4 of Parcel Map No. 19-87 (26 PM 4), recorded on January 15, 1987 (Assessor's Parcel Numbers 028-520-018 and 028-520-021 as those APNs are assigned for purposes of the 2022 Regular Assessment Roll). Assessor's Parcel Number 028-520-018 (37114 Sapphire Road) also fronts, and is accessible from, Sapphire Road; and

WHEREAS, said zone amendment was referred to various affected public and private agencies, County departments and the 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 duly noticed public hearing was held on January 12, 2023, at which time all interested persons were given an opportunity to comment and those comments were considered by the Planning Commission; and

WHEREAS, the Shasta County Planning Commission has considered public comments and a report from the Planning Division.

NOW, THEREFORE BE IT RESOLVED, by the Shasta County Planning Commission:

1. The foregoing recitals are true and correct.
2. Recommends that the Shasta County Board of Supervisors find the ordinance is not subject to the California Environmental Quality Act (CEQA) pursuant to State CEQA Guidelines section 15061(b)(3).
3. Recommends that the Shasta County Board of Supervisors make the following findings for the zone amendment:
  - A. The proposed zoning allows for uses consistent with the General Plan for this area; and
  - B. The proposed zoning is compatible with the existing land uses in the area.
4. Recommends that the Shasta County Board of Supervisors introduce, waive the

Resolution No. 2023-002

Page 2 of 2

reading of, and enact an ordinance amending the Zoning Plan of the County of Shasta, identified as Zone Amendment 22-0013, attached hereto as Exhibit A and incorporated herein, to change the zoning from the Planned Development (PD) zone district to the One-Family Residential (R-1) zone district for the 3.6-acre project site located at the western terminus of Serpentine Lane, Burney, CA 96013, all being situated within a portion of the SW.1/4 Sec.20, T.35N., R.3E. and further described as parcels 1 and 4 of Parcel Map No. 19-87 (26 PM 4), recorded on January 15, 1987 (Assessor's Parcel Numbers 028-520-018 and 028-520-021 (as those APNs are assigned for purposes of the 2022 Regular Assessment Roll). Assessor's Parcel Number 028-520-018 (37114 Sapphire Road) also fronts, and is accessible from, Sapphire Road.

DULY PASSED AND ADOPTED this 12<sup>th</sup> day of January, 2023, by the following vote:


AYES: CHAPIN, KERNS, MACLEAN, WALGAMUTH

NOES:

ABSENT: WALLNER

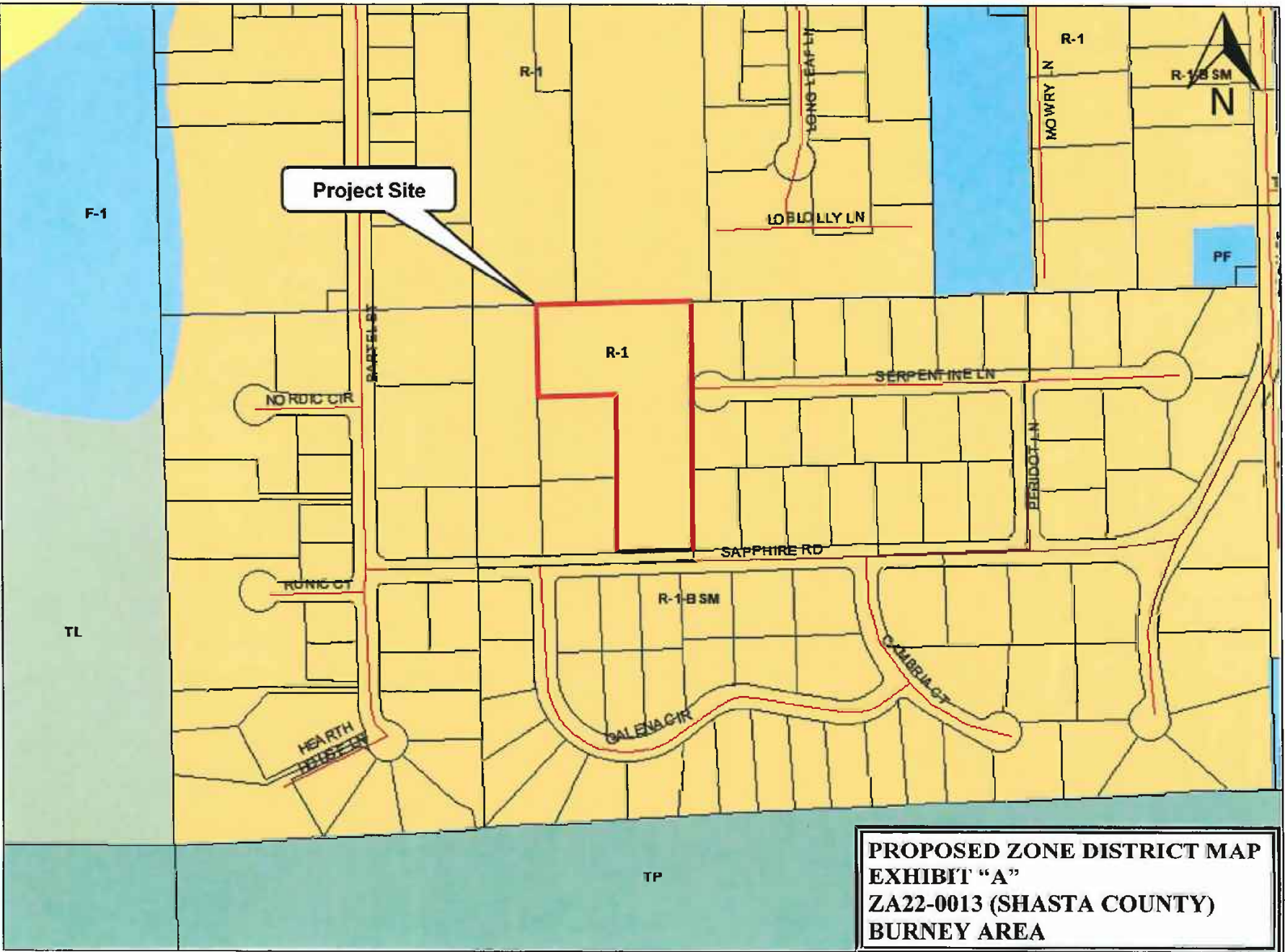
ABSTAIN:

RECUSE:

  
JAMES CHAPIN, Chair  
Planning Commission  
County of Shasta, State of California

ATTEST:

  
PAUL A. HELLMAN, Secretary  
Planning Commission  
County of Shasta, State of California



**ORDINANCE NO. 378-\_\_\_**

**AN ORDINANCE OF THE BOARD OF SUPERVISORS OF THE COUNTY OF SHASTA AMENDING ORDINANCE NUMBER 378, THE ZONING ORDINANCE OF THE COUNTY OF SHASTA, A PORTION OF THE ZONING PLAN (ZONE AMENDMENT 22-0013 - SHASTA COUNTY)**

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

SECTION 1. The following described real property is hereby rezoned from the Planned Development (PD) zone district to the One-Family Residential (R-1) zone district (as shown on Exhibit A, attached hereto, and incorporated herein).

Burney Area – Two parcels totaling 3.6 acres located at the western terminus of Serpentine Lane, Burney, CA 96013, all being situated within a portion of the SW 1/4 Sec. 20, T. 35N., R. 3E., and further described as parcels 1 and 4 of Parcel Map No. 19-87 (26 PM 4), recorded on January 15, 1987 (Assessor's Parcel Numbers 028-520-018 and 028-520-021 as those APNs are assigned for purposes of the 2022 Regular Assessment Roll). Assessor's Parcel Number 028-520-018 (37114 Sapphire Road) also fronts, and is accessible from, Sapphire Road.

SECTION 2. The Board of Supervisors finds the ordinance is not subject to the California Environmental Quality Act (CEQA) pursuant to State CEQA Guidelines section 15061(b)(3), as there is no possibility that this ordinance may have a significant effect on the environment.

SECTION 3. This ordinance shall be operative only upon the timely completion of the following conditions:

The applicant shall pay the Shasta County Clerk's document handling fee for posting a Notice of Determination (NOD) for this project pursuant to the California Environmental Quality Act (CEQA) Guidelines section 15075, or for posting a Notice of Exemption (NOE), and shall also pay the appropriate fees pursuant to Fish and Wildlife Code Section 711.4 (AB3158). All of the fees described in this section must be paid in full to the Shasta County Department of Resource Management within 30 calendar days of the passage of this ordinance. If any one or more of the conditions set forth herein is not timely completed, then this ordinance shall have no force or effect.

SECTION 4. If any section, subsection, sentence, clause, phrase, or provision of this ordinance or its application to any person or circumstance is held invalid for any reason, the invalidity does not affect other provisions or applications of this ordinance that can be given effect without the invalid provision or application, and to this end the provisions of this ordinance are severable. The Board of Supervisors hereby declares that it would have passed this ordinance and every section, subsection, sentence, clause, phrase, or provision thereof irrespective of the fact that any one or more sections, subsections, sentences, clauses, phrases, or provisions be declared unconstitutional or invalid.

Ordinance No. 378-\_\_\_\_

Page 2 of 2

SECTION 5. All former ordinances and resolutions, or parts thereof, conflicting or inconsistent with the provisions of this ordinance are hereby superseded by this ordinance. The adoption of this ordinance shall not in any manner affect any action or prosecution for violation of ordinances, which violations were committed prior to the effective date hereof, be construed as a waiver of any license, fee, or penalty required by or resulting from any such ordinance, or affect the validity of any bond (or cash deposit in lieu thereof) required to be posted, filed, or deposited pursuant to such ordinance.

SECTION 6. This ordinance shall be in full force and effect from and after thirty (30) days after its passage. The clerk shall cause this ordinance to be published as required by law.

**DULY PASSED AND ADOPTED** this XX day of XXXX, 2023, by the Board of Supervisors of the County of Shasta by the following vote:

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

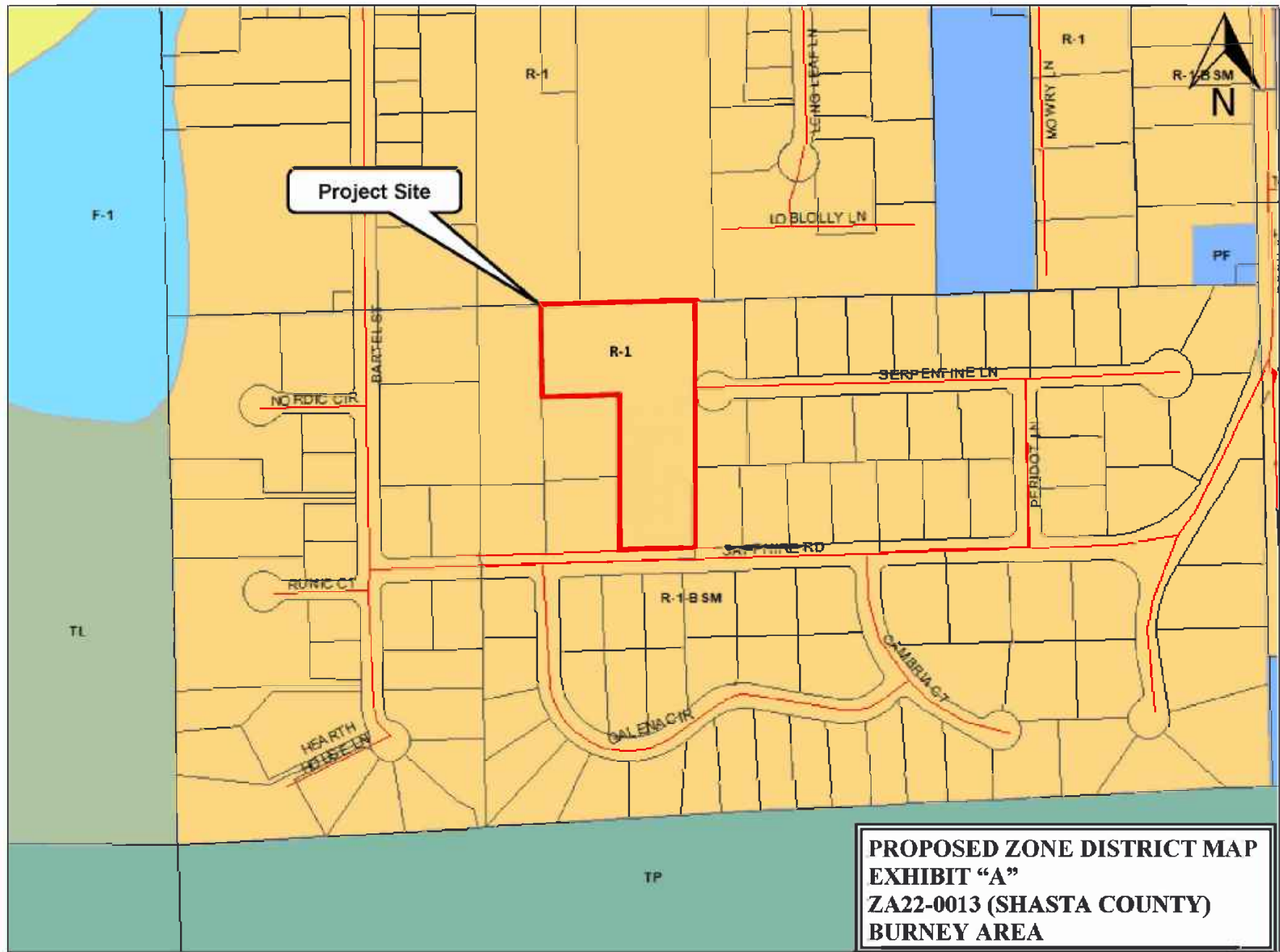
---

PATRICK JONES, CHAIR  
Board of Supervisors  
County of Shasta  
State of California

ATTEST:

MARY WILLIAMS  
Acting Clerk of the Board of Supervisors

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





REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS

**BOARD MEETING DATE:** March 14, 2023

**CATEGORY:** Closed Session B-10.

**SUBJECT:**

**CONFERENCE WITH LABOR NEGOTIATOR**

(Government Code section 54957.6):

Agency Negotiators:

Acting County Executive Officer Mary Williams  
Personnel Director Shelley Forbes  
Assistant Personnel Director Monica Fugitt  
Chief Labor Negotiator Gage Dungy, Boutin Jones Inc.

Employee Organization:

Deputy Sheriffs Association - Correctional Officer-Deputy Sheriffs  
General Teamsters #137-Deputy Coroners Investigators Unit

**DEPARTMENT:**

**Supervisory District No. :**

**DEPARTMENT CONTACT:**

**STAFF REPORT APPROVED BY:**

<b>Vote Required?</b>	<b>General Fund Impact?</b>

**RECOMMENDATION**

**CONFERENCE WITH LABOR NEGOTIATOR**

(Government Code section 54957.6):

Agency Negotiators:

Acting County Executive Officer Mary Williams  
Personnel Director Shelley Forbes  
Assistant Personnel Director Monica Fugitt  
Chief Labor Negotiator Gage Dungy, Boutin Jones Inc.

Employee Organization:

Deputy Sheriffs Association - Correctional Officer-Deputy Sheriffs  
General Teamsters #137-Deputy Coroners Investigators Unit

**DISCUSSION**



**ALTERNATIVES**

**OTHER AGENCY INVOLVEMENT**

**FISCAL IMPACT**

REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS

**BOARD MEETING DATE:** March 14, 2023

**CATEGORY:** Closed Session B-11.

**SUBJECT:**

**CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION**

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

Name of Case: *Michael Peery v. County of Shasta*

**DEPARTMENT:**

**Supervisory District No. :**

**DEPARTMENT CONTACT:**

**STAFF REPORT APPROVED BY:**

<b>Vote Required?</b>	<b>General Fund Impact?</b>

**RECOMMENDATION**

**CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION**

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

Name of Case: *Michael Peery v. County of Shasta*

**DISCUSSION**

**ALTERNATIVES**

**OTHER AGENCY INVOLVEMENT**

**FISCAL IMPACT**

REPORT TO SHASTA COUNTY BOARD OF SUPERVISORS

**BOARD MEETING DATE:** March 14, 2023

**CATEGORY:** Scheduled Hearings - Resource Management-8.

**SUBJECT:**

Take the following actions: (1) Conduct a public hearing; (2) find that the proposed ordinance is not subject to the California Environmental Quality Act (CEQA) for the reasons stated in the ordinance; and (3) introduce, waive the reading of, and enact *“An Ordinance of the Board of Supervisors of the County of Shasta Amending Section 17.88.335, Large Wind Energy Systems, of the Shasta County Code in Light of Assembly Bill 205.”*

**DEPARTMENT:** Resource Management  
Planning Division

**Supervisory District No. :** All

**DEPARTMENT CONTACT:** Paul A. Hellman, Director of Resource Management, (530) 225-5789

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

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

**RECOMMENDATION**

Take the following actions: (1) Conduct a public hearing; (2) find that the proposed ordinance is not subject to the California Environmental Quality Act (CEQA) for the reasons stated in the ordinance; and (3) introduce, waive the reading of, and enact *“An Ordinance of the Board of Supervisors of the County of Shasta Amending Section 17.88.335, Large Wind Energy Systems, of the Shasta County Code in Light of Assembly Bill 205,”* identified as Zone Amendment 23-0001.

**DISCUSSION**

On February 9, 2023, by a 4-0 vote the Planning Commission (the “Commission”) recommended that the Board of Supervisors approve the proposed ordinance (only four of the five Commissioners were in attendance at the February 9, 2023, meeting). During the Commission public hearing, Steven Johnson, Beth Messick-Lattin, Maggie Osa, Kelly Tanner, and Radley Davis spoke in support of the proposed ordinance and Bill Walker spoke in opposition to the proposed ordinance. The resolution adopted by the Commission is attached.

On July 12, 2022, the Board of Supervisors enacted Ordinance No. SCC 2022-04 amending the Shasta County Zoning Plan to regulate small and large wind energy systems within the unincorporated area of Shasta County, including the prohibition of large wind energy systems. On August 16, 2022, the Board of Supervisors adopted Resolution No. 2022-097, a resolution of intention to consider amendments to the Shasta County Zoning Plan in light of Assembly Bill (AB) 205 relative to the regulation of large wind energy systems and to direct the Department of Resource Management to study the matter, propose amendments to the Zoning Plan, and submit proposed amendments to the Commission for their consideration and recommended action.

The California State Legislature approved AB 205, which was signed by the Governor on June 30, 2022. Among other provisions, AB 205 allows developers of wind and solar photovoltaic facilities with a generating capacity of 50 megawatts or more to submit an application to the California Energy Commission (CEC) rather than to the local jurisdiction in which the

project is located. When such an application is submitted to the CEC, the CEC has exclusive siting authority over such proposed facilities but must make certain findings in order to approve an application which does not conform with applicable local ordinances. The CEC may not certify a facility that does not conform with any applicable state, local, or regional standards, ordinances, or laws, unless the commission determines that the facility is required for public convenience and necessity and that there are not more prudent and feasible means of achieving public convenience and necessity.

In addition, the CEC shall not approve an application for such a facility in the unincorporated area of Shasta County unless the CEC finds that the construction or operation of the facility will have an overall net positive economic benefit to Shasta County and that the applicant has entered into one or more legally binding and enforceable agreements with, or that benefit, a coalition of one or more community-based organizations, including local governmental entities.

The proposed amendments to the Zoning Plan address the authority granted to the CEC with respect to the certification of large wind energy systems through AB 205 which was enacted into law shortly after the Commission recommended that the Board of Supervisors adopt Section 17.88.335 of the Zoning Plan in order to prohibit additional large wind energy systems from being developed within the unincorporated area of Shasta County. The proposed amendments address the ability of applicants to request certification of large wind energy systems by the CEC in connection with Shasta County's prohibition against such developments and to address the findings which must be made by the CEC in order to certify a large wind energy system.

The proposed amendments continue to prohibit large wind energy systems in all zone districts of the unincorporated area of the County and state that there are more prudent and feasible means of achieving any possible public convenience and necessity than constructions large wind energy systems in the unincorporated area of the County.

The proposed amendments would add a legislative finding that the construction or operation of large wind energy systems will not have an overall net positive economic benefit to Shasta County and that the adverse impacts of large wind energy systems in Shasta County identified in the legislative findings outweigh any potential economic benefits to Shasta County that may be available from such large wind energy systems.

The proposed amendments also provide that no County officer, agency, or department is authorized to enter into a community benefit agreement in connection with such a large wind energy system without the prior approval of the Board of Supervisors.

The proposed amendments would also establish the duties to be performed by the Director of Resource Management in conjunction with applications for large wind energy systems filed with the CEC.

Environmental Determination: Adoption of the proposed ordinance is not subject to the California Environmental Quality Act (CEQA) pursuant to State CEQA Guidelines section 15060(c)(2) since it can be seen with certainty that this ordinance will not result in a direct or reasonably foreseeable indirect physical change in the environment.

## **ALTERNATIVES**

The following alternatives are available: (1) Enact the proposed ordinance with modifications; (2) do not enact the proposed ordinance; or (3) continue review of the proposed ordinance or refer the ordinance back to the Commission for additional information. Any modifications to the proposed ordinance not considered by the Commission will need to be referred back to the Commission for consideration.

## **OTHER AGENCY INVOLVEMENT**

County Counsel has approved the draft ordinance as to form. The County Administrative Office has reviewed this recommendation.

## **FISCAL IMPACT**

Approval or denial of the proposed ordinance would not result in any additional general fund impact.

## **ATTACHMENTS:**

Description	Upload Date	Description
Planning Commission Resolution 2023-007	2/27/2023	Planning Commission Resolution 2023-007
Strikeout Version of Draft Ordinance	2/27/2023	Strikeout Version of Draft Ordinance
Draft Ordinance	2/27/2023	Draft Ordinance

**RESOLUTION NO. 2023-007**

**A RESOLUTION OF THE SHASTA COUNTY PLANNING COMMISSION  
RECOMMENDING THAT THE SHASTA COUNTY BOARD OF SUPERVISORS  
APPROVE ZONE AMENDMENT 23-0001 AMENDING SECTION 17.88.335,  
LARGE WIND ENERGY SYSTEMS, OF THE SHASTA COUNTY CODE  
IN LIGHT OF ASSEMBLY BILL 205**

WHEREAS, the County of Shasta (County) has adopted a Zoning Plan identified as Title 17 (Zoning) of the Shasta County Code (SCC); and

WHEREAS, based on Board of Supervisors Resolution No. 2022-097, a resolution of intention to consider amendments to the Shasta County Zoning Plan in light of Assembly Bill 205 relative to the regulation of large wind energy systems, and to direct the Department of Resource Management to study the matter, propose amendments to the Zoning Plan, and submit proposed amendments to the Shasta County Planning Commission for their consideration and recommended action; and

WHEREAS, a duly noticed public hearing was held on February 9, 2023, at which time all interested persons were given an opportunity to comment and those comments were considered by the Planning Commission; and

WHEREAS, the Shasta County Planning Commission has considered public comments and a report from the Department of Resource Management.

NOW, THEREFORE BE IT RESOLVED, by the Shasta County Planning Commission that:

1. The foregoing recitals are true and correct.
2. The Planning Commission has independently reviewed and considered the proposed zone amendment, together with all public comments and a report from the Department of Resource Management.
3. Adoption of the ordinance is not subject to the California Environmental Quality Act (CEQA) pursuant to State CEQA Guidelines section 15060(c)(2) since it can be seen with certainty that this ordinance will not result in a direct or reasonably foreseeable indirect physical change in the environment.
4. The proposed Zone Amendment is consistent with the Shasta County General Plan on the basis that the ordinance prohibits a type of development that is incompatible in high risk fire hazard areas from locating in such areas (Objective FS-1), protects the natural scenery along scenic highways from new development which would diminish the aesthetic value of the scenic corridor (Objective SH-1), and guides development in a pattern that will respect the natural resource values of County lands and their contributions to the County's economic base and that will minimize land use conflicts between adjacent land uses (Objectives CO-3 & CO-4).
5. The Planning Commission recommends the proposed amendments to the Shasta County Zoning Plan identified as Zone Amendment 23-0001 for the purpose of addressing the ability of applicants to request certification of large wind energy systems by the California Energy Commission (CEC) in connection with Shasta County's prohibition against such developments and to address the findings which must be made by the CEC in order to certify a large wind



Resolution No. 2023-007

Page 2 of 2

energy system. Furthermore, the Planning Commission recommends the proposed amendments for the purpose of adding a legislative finding that the construction or operation of large wind energy systems will not have an overall net positive economic benefit to the County and that the adverse impacts of large wind energy systems in the County identified in the legislative findings outweigh any potential economic benefits to the County that may be available from such large wind energy systems. The Planning Commission recognizes the need to address the authority granted to the CEC with respect to the certification of large wind energy systems pursuant to Chapter 6.2 of Division 15 of the Public Resources Code (Government Code sections 25545 *et seq*) enacted into law shortly after the Planning Commission recommended that the Board of Supervisors adopt SCC Section 17.88.335 in order to prohibit additional large wind energy systems from being developed within the unincorporated area of Shasta County.

6. The Planning Commission recommends that the Shasta County Board of Supervisors introduce, waive the reading of, and enact an ordinance amending the Zoning Plan of the County of Shasta, identified as Zone Amendment 23-0001, by amending SCC Section 17.88.335 in light of Assembly Bill 205, which authorizes applications for large wind energy systems to be submitted to the California Energy Commission (CEC) for review and approval, pursuant to Chapter 6.2 of Division 15 of the Public Resources Code (Government Code sections 25545 *et seq*). The proposed amendments consist of findings by the County of Shasta in connection with applications for large wind energy systems submitted to the CEC and duties to be performed by the Director of Resource Management in conjunction with applications for large wind energy systems filed with the CEC.

DULY PASSED AND ADOPTED this 9<sup>th</sup> day of February, 2023, by the following vote:

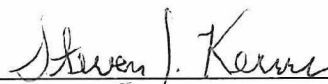
AYES: MACLEAN, KERNS, ROSS, WALGAMUTH

NOES:


ABSENT: CHAPIN

ABSTAIN:

RECUSE:

  
STEVEN J. KERNS, Vice Chair  
Planning Commission  
County of Shasta, State of California

ATTEST:

  
PAUL A. HELLMAN, Secretary  
Planning Commission  
County of Shasta, State of California

**ORDINANCE NO. SCC 2023-\_\_\_\_\_**

**AN ORDINANCE OF THE BOARD OF SUPERVISORS  
OF THE COUNTY OF SHASTA AMENDING SECTION 17.88.335,  
LARGE WIND ENERGY SYSTEMS, OF THE SHASTA COUNTY CODE  
IN LIGHT OF ASSEMBLY BILL 205**

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

**SECTION I.**

**Section 17.88.335, “Large wind energy systems,” of the Shasta County Code is amended in its entirety as follows:**

17.88.335 Large wind energy systems.

**A. Legislative Findings.**

The Board of Supervisors finds as follows:

1. California Government Code section 65850 authorizes the County of Shasta to adopt ordinances that regulate the use of buildings, structures, and land and the intensity of land uses.
2. Pursuant to Article XI, Section 7, of the California Constitution, the County of Shasta may adopt and enforce ordinances and regulations not in conflict with general laws to protect and promote the public health, safety, and general welfare of its citizens.
3. The adverse impacts of large wind energy systems, particularly with respect to wildfire, aerial firefighting, aesthetics, biological resources, and historical, cultural, and tribal resources, are of significant concern to many residents of Shasta County as evidenced by the numerous public comments received between 2019 and 2021 regarding the proposed Fountain Wind Project.
4. The vast majority of the unincorporated area of Shasta County is designated as being in the High and Very High Fire Hazard Severity Zones as recommended by the California Department of Forestry and Fire Protection. Large wind energy systems are incompatible in the High and Very High Fire Hazard Severity Zones.
5. In light of the foregoing concerns, the construction or operation of large wind energy systems will not have an overall net positive economic benefit to the County of Shasta. The foregoing concerns outweigh any potential economic benefits to the County that may be available from such large wind energy systems.



Ordinance No. SCC 2023-\_\_\_\_\_

Page 2 of 6

6. Regulations are needed to protect the public health, safety, and welfare of residents from the adverse impacts of large wind energy systems.
7. The Board of Supervisors enacts this section to prohibit large wind energy systems in furtherance of the public necessity, health, safety, convenience, and general welfare.

B. Definitions.

The following definition governs this section:

“Large wind energy system” means a wind energy conversion system that is not defined as a small wind energy system pursuant to subsection 17.88.035.A. of this chapter.

C. Prohibition.

Large wind energy systems are prohibited in all zone districts of the unincorporated area of the County of Shasta and no permit or approval of any type shall be issued therefor.

D. Applications for Large Wind Energy Systems Filed with the California Energy Commission.

1. In connection with applications for large wind energy systems submitted to the California Energy Commission for review and approval, pursuant to Chapter 6.2 of Division 15 of the Public Resources Code (Government Code sections 25545 *et seq*), the County of Shasta makes the following findings:
  - a. As recognized by relevant legal authorities, the California Energy Commission is to give great weight to the comments, opinions, ordinances, and standards of local governments. The concerns of counties and cities are not to be ignored or to be given secondary consideration. As representatives of the people who live in the immediate area of large wind energy systems, county and city government officers are to be listened to and respected.
  - b. In accordance with Public Resources Code sections 25525 and 25545.8, the California Energy Commission may not certify a facility contained in the application when it finds, pursuant to subdivision (d) of Public Resources Code Section 25523, that the facility does not conform with any applicable state, local, or regional standards, ordinances, or laws, unless the commission determines that the facility is required for public convenience and necessity and that there are not more prudent and feasible means of achieving public convenience and necessity. In making the determination, the commission shall consider the entire record of the proceeding, including, but not limited to, the impacts of the facility on the environment, consumer benefits, and electric system reliability. The commission may not make a finding in conflict with applicable federal law or

Ordinance No. SCC 2023-\_\_\_\_\_

Page 3 of 6

regulation. The basis for these findings shall be reduced to writing and submitted as part of the record pursuant to Public Resources Section 25523.

- c. The foregoing statutes reflect a legislative policy that local ordinances, laws and standards are to be given such weight as to prevent or substantially influence the construction of a proposed facility not in compliance therewith if there exists a more prudent and feasible means of achieving the public convenience and necessity than constructing the facility as proposed or on the site proposed.
  - d. Pursuant to Shasta County Code section 17.88.335(C), large wind energy systems are prohibited in all zone districts of the unincorporated area of the County of Shasta and no permit or approval of any type shall be issued therefor. There are more prudent and feasible means of achieving any possible public convenience and necessity than constructing large wind energy systems in the unincorporated area of the County of Shasta.
  - e. Pursuant to section 25545.9 of the Public Resources Code, the California Energy Commission shall not certify a site and related facility unless the commission finds that the construction or operation of the facility will have an overall net positive economic benefit to the County of Shasta. Pursuant to the findings in Shasta County Code section 17.88.335(A), large wind energy systems will not have an overall net positive economic benefit to the County of Shasta.
  - f. Pursuant to section 25545.10 of the Public Resources Code, the California Energy Commission shall not certify a site and related facility unless the commission finds that the applicant has entered into one or more legally binding and enforceable agreements with, or that benefit, a coalition of one or more community based organizations, including local governmental entities. No County officer, agency, or department is authorized to agree to any such community benefit agreement for large wind energy systems without the prior approval of the Board of Supervisors.
2. For each application for a large wind energy system within the unincorporated area of Shasta County filed with the California Energy Commission for review and approval, pursuant to Chapter 6.2 of Division 15 of the Public Resources Code (Government Code sections 25545 *et seq*), the Director of Resource Management shall perform the following duties:
- a. In consultation with all applicable Shasta County departments, Native American tribal governments, agencies, organizations, and groups, evaluate the economic impacts of the proposal and prepare and present a comment letter regarding the economic impacts of the proposal to the Board of Supervisors for their consideration.